

WA Resale Certificate
Fox Run Condominium Association

Current Owner: Lien Tran
Property Address: 4541 148th St NE
Marysville, WA 98271-8950

Requestor Name: Victoria Dang
Requestor Phone: 206-355-7225

Date Prepared: 07-20-2026

This Resale Certificate has been prepared in accordance with the requirements of RCW 64.34.425 (Washington Condominium Act) and RCW 64.90.640 (Washington Uniform Common Interest Ownership Act) on the Association by the undersigned authorized agent or officer of the Association (the "Preparer"). The information stated herein is based on the books and records of the Association and the actual knowledge of the Preparer. The Preparer must include all of the following information, with "NONE" or "RECORDS UNAVAILABLE" listed for any category not provided. Neither the Association nor the Preparer guarantee the accuracy of the information contained herein. The information contained herein is as of the date of execution stated above (the "Date Prepared") and neither the Association nor the Preparer assume any obligation to supplement or update the information contained herein should any change in circumstances thereafter occur or be brought to the attention of the Association or the Preparer.

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

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

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

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

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

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Fox Run Condominium Association

Please review the Seller and Buyer's responsibilities relative to the RCW 64.34.425 (Washington Condominium Act) and RCW 64.90.640 (Washington Uniform Common Interest Ownership Act). New Buyer is obligated to read and review ALL documents pertaining to the Association. This includes ALL attachments. It is the buyer's responsibility to understand the governing documents as well as the Fees and Fines, Move in and Out Fees, Reserve Study, Budget, New Carbon Monoxide Detector Law, Reserve and Budget Disclaimer and all rental/leasing restrictions.

**All Documents
attached**

1. RIGHT OF FIRST REFUSAL/RESTRAINTS ON ALIENATION:

There are rights of first refusal or other restraints on sale of the unit:

None

2. ASSESSMENT:

a) The regular assessment is:

\$185 per quarter

b) Past due assessments against the unit are:

Zero, None

c) There are unpaid special assessments against the unit:

Zero, None

d) In addition to the monthly and special assessments in 2b & c above, the following is past due and unpaid:

Zero, None

e) Total owing at closing:

any dues, pay off demand a new account set up fee.

3. DELINQUENT ASSESSMENTS RECEIVABLE:

As of the date below, there are monthly assessments and/or special assessments against units in the Association that are past due over 30 days as follows:

6/30/2026

4. DELINQUENT ASSOCIATION OBLIGATION:

As of the date below, there are bills or other obligations of the Association which are past due over 30 days, as follows:

None

5. FEES AND FINES:

The following fees are payable by Unit Owners:

See the rules

6. ANTICIPATED REPAIRS AND/OR REPLACEMENTS:

a) The following repairs and/or replacements greater than 5% of the budget have been approved by the Board of Directors:

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None, see the reserve study

b) The Association has the following cash reserves for repairs and/or replacements:

34,359.24

c) Describe future projects, if any:

See the reserve study

7. RESERVE STUDY:

State whether the association does or does not have a Reserve Study prepared in accordance with RCW 64.34.380 and 64.34.382, RCW 64.90.545 and 64.90.550, or its governing documents. If not, include the appropriate disclosure.

Yes, the reserve study is in place

8. JUDGMENTS AND SUITS:

There are unsatisfied judgments against the Association as follows:

None

9. PENDING SUITS:

The pending suits in which the Association is a plaintiff or defendant are as follows:

None

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

State whether the board has given or received notice in a record that any existing uses, occupancies, alterations, or improvements in or to the seller's unit or to the limited common elements allocated to the unit violate any provision of the governing documents:

The new owner should have a home inspection completed to inform the new owner of any issues

11. CODE VIOLATIONS:

State whether the board has received notice in a record from a governmental agency of any violation of environmental, health, or building codes with respect to the seller's unit, the limited common elements allocated to that unit, or any other portion of the Association has not been cured:

None

12. DECLARANT UNITS/OCCUPANCY:

a) Number of units in the Association and number owned by Declarant/Developer:

0 Zero

b) Declarant/Developer has transferred control of the Association to the unit owners on:

10/21/2010

c) List number of principal residences, second or recreational homes, rental units, and owned by developer:

251

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Fox Run Condominium Association

d) Does any one person or entity own more than 10% of the total units in the Association? If yes, the owner names and number of units they own are:

No

13. LEASES:

a) The title of the unit is held in:

Fee Simple

b) The following leasehold estate affecting the Association is:

None

14. SALE/OCCUPANCY/SALE RESTRICTIONS:

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

None

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

None

c) Disclose the effect on the unit to be conveyed of any restriction on the right to use or occupy the unit, including a restriction on a lease or other rental of the unit, if any:

Lease required to be signed & sent to the management company, and registration of any rented units' occupants is required.

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

None

15. INSURANCE:

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

American Family

b) Describe any insurance coverage the Association provides for the benefit of unit owners:

Coverage for common areas only. Homeowner needs to carry insurance for the structure, interior etc.

16. WARRANTIES AND WARRANTY CLAIMS:

a) Is the Association covered by a qualified warranty?

None

b) Are the common elements covered by a qualified warranty?

None

c) The following claims have been made under the warranty. Included is the type of claim, resolution of the claim, type of repair performed, date of repair, cost of repair and name of the person or entity who performed the repair.

None

WA Resale Certificate

Fox Run Condominium Association

17. ELECTRIC VEHICLE CHARGING STATIONS:

For electric charging stations located in the unit or the limited common elements assigned to the unit, please describe the following:

Can be done in the homes garage only.

a) Application requirements and the status of any application:

Any major modification should be reported/ requested in writing --in advance of any work

b) Insurance information and requirements:

Homeowner needs to carry insurance for the structure, interior etc.

c) Maintenance responsibilities:

Homeowner needs to address and pay for all interior & exterior care and maintenance.

d) Associated costs, including any utility allocations:

None

e) Any other requirements:

18. CATEGORY OF RECORDS:

The following are attached unless noted otherwise:

a) The Annual Financial Statement of the association, including the most recent Financial Audit Report available.

2025, 2026

b) The most recent Balance Sheet and Revenue and Expense Statement, if any, of the association.

2026

c) The current operating Budget of the association.

2026

d) In a cooperative, an Accountant's Statement, if any was prepared, as to the deductibility for federal income tax purposes by the unit owner of real estate taxes and interest paid by the association.

e) A copy of the Declaration, the Bylaws, the organizational documents (Articles of Incorporation), the Rules or Regulations of the association, all Policies, Procedures, and Resolutions approved by the board that are currently in effect, the Minutes of Board Meeting (Regular Meeting Minutes) and Association Minutes (Annual Board Meeting Minutes), for the last 12 months and the most current Reserve Study for the association.

Attached

PROFESSIONAL MANAGEMENT:

The following professional management company manages the Association:

Condominium Management

WA Resale Certificate
Fox Run Condominium Association

a) The remaining term of the management contract is:

less than one year

b) Termination of the contract requires the following payment of a penalty and/or more than 90 days notice:

No

WA Resale Certificate

Fox Run Condominium Association

STATUTORY NOTES: RCW 64.34.425 and RCW 64.90.640 require every Association, within ten days after a request by a unit owner, to furnish a certificate containing the information provided above, together with any other information reasonably requested by mortgagees of prospective purchasers of units. Information requested generally by FNMA, FHLMC, GNMA, the VA and HUD is deemed reasonable, provided such information is reasonably available to the Association.

The selling unit owner is not liable to the Buyer for any erroneous information provided by the Association and included in the Certificate unless and to the extent the Unit Owner had actual knowledge of that erroneous information.

A Buyer is not liable for any unpaid assessment or fee against the Unit as of the Effective Date of this Certificate greater than the amount set forth in the Certificate unless and to the extent the Buyer had actual knowledge that a greater amount was due. Buyer is cautioned to contact the Association at the address below prior to closing of the sale for updated pay-off amounts to avoid liability for amounts assessed against the Unit after the Effective Date of this Certificate.

A Buyer is not liable for any violation of the governing documents created by any alteration to a unit that, in the exercise of reasonable diligence, should have been known to the association or its authorized agent at the time of conveyance, but was not identified in the Certificate.

The Buyer may cancel a contract for the purchase of the unit within five business days after first receiving the resale certificate. If the resale certificate is first provided to a Buyer more than five business days before execution of a contract for the purchase of a unit, the Buyer does not have the right under this section to cancel the executed contract. If the resale certificate is first provided to a Buyer five business days or less before the Buyer signs a contract for the purchase of a unit, the Buyer, before conveyance of the unit to the Buyer, may cancel the contract by delivering, no later than the fifth business day after first receiving the resale certificate, a notice of cancellation to the seller. If the resale certificate is first provided to a Buyer less than five business days before the closing date for the conveyance of that unit, the Buyer may, before conveyance of the unit to the Buyer, extend the closing date to a date not more than five business days after the Buyer first received the resale certificate.

Per RCW 64.34.425, the Seller and Buyer of the unit must sign this form to verify issuance and receipt of this information.

I certify under penalty of perjury under the laws of the State of Washington that I am an owner of the Unit and that, to the best of my knowledge and belief, the foregoing is true and correct.

Dated this _____ day of _____, 20__ at _____ Washington

Unit Owner Signature _____

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

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

Date: _____ Buyer Signature _____

Date: _____ Buyer Signature _____

I certify under penalty of perjury under the laws of the State of Washington that I am the Managing Agent of the Association, that I am authorized to make this Certificate on behalf of the Association, and that, to the best of my knowledge and belief, the foregoing is true and correct.

WA Resale Certificate
Fox Run Condominium Association

Contact Information

The information above was obtained by the following representative of the project's Homeowners Association

Name: Karen Williams

Phone: 425-562-1200 Ext: 143

Title: Community Manager

Date: 07-20-2026

Karen Williams

Signature

WA Resale Certificate

Fox Run Condominium Association

Comments

Question 6b: The Meadows in Marysville Master Association is the master association for Fox Run. It consists itself, plus five (5) sub associations. The Meadows Master Association funds the reserves for all the common areas throughout the community through assessments from the sub associations.

The Meadows in Marysville: \$303,256.15 as of July 2026

Fox Run : \$34,359.24 as of July 2026

Question #7: The Fox Run Association is exempt from the WA state law requiring a reserve study. The reserve study for the master association, The Meadows in Marysville, is included.

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

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

WA Resale Certificate

Meadows at Marysville Master Association

Current Owner: Lien Tran
Property Address: 4541 148th St NE
Marysville, WA 98271-8950

Requestor Name: Victoria Dang
Requestor Phone: 206-355-7225

Date Prepared: 07-20-2026

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

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

WA Resale Certificate

Meadows at Marysville Master Association

Please review the Seller and Buyer's responsibilities relative to the RCW 64.34.425 (Washington Condominium Act) and RCW 64.90.640 (Washington Uniform Common Interest Ownership Act). New Buyer is obligated to read and review ALL documents pertaining to the Association. This includes ALL attachments. It is the buyer's responsibility to understand the governing documents as well as the Fees and Fines, Move in and Out Fees, Reserve Study, Budget, New Carbon Monoxide Detector Law, Reserve and Budget Disclaimer and all rental/leasing restrictions.

**All Documents
attached**

1. RIGHT OF FIRST REFUSAL/RESTRAINTS ON ALIENATION:

There are rights of first refusal or other restraints on sale of the unit:

None

2. ASSESSMENT:

a) The regular assessment is:

Paid by each association to the Meadows Master

b) Past due assessments against the unit are:

N/A

c) There are unpaid special assessments against the unit:

N/A

d) In addition to the monthly and special assessments in 2b & c above, the following is past due and unpaid:

N/A

e) Total owing at closing:

N/A paid to the association where the unit is located

3. DELINQUENT ASSESSMENTS RECEIVABLE:

As of the date below, there are monthly assessments and/or special assessments against units in the Association that are past due over 30 days as follows:

N/A

4. DELINQUENT ASSOCIATION OBLIGATION:

As of the date below, there are bills or other obligations of the Association which are past due over 30 days, as follows:

None

5. FEES AND FINES:

The following fees are payable by Unit Owners:

See the rules for master & sub association

6. ANTICIPATED REPAIRS AND/OR REPLACEMENTS:

a) The following repairs and/or replacements greater than 5% of the budget have been approved by the Board of Directors:

See Reserve Study

WA Resale Certificate
Meadows at Marysville Master Association

b) The Association has the following cash reserves for repairs and/or replacements:

\$303,256.15

c) Describe future projects, if any:

See Reserve Study

7. RESERVE STUDY:

State whether the association does or does not have a Reserve Study prepared in accordance with RCW 64.34.380 and 64.34.382, RCW 64.90.545 and 64.90.550, or its governing documents. If not, include the appropriate disclosure.

Yes, the study satisfies RCW 64.90.545 & 64.90.550

8. JUDGMENTS AND SUITS:

There are unsatisfied judgments against the Association as follows:

None

9. PENDING SUITS:

The pending suits in which the Association is a plaintiff or defendant are as follows:

None

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

State whether the board has given or received notice in a record that any existing uses, occupancies, alterations, or improvements in or to the seller's unit or to the limited common elements allocated to the unit violate any provision of the governing documents:

see rules & CC&R's Address with each sub-association

11. CODE VIOLATIONS:

State whether the board has received notice in a record from a governmental agency of any violation of environmental, health, or building codes with respect to the seller's unit, the limited common elements allocated to that unit, or any other portion of the Association has not been cured:

None

12. DECLARANT UNITS/OCCUPANCY:

a) Number of units in the Association and number owned by Declarant/Developer:

0

b) Declarant/Developer has transferred control of the Association to the unit owners on:

10/21/2010

c) List number of principal residences, second or recreational homes, rental units, and owned by developer:

371, total Fox Run: 251 total homes. 197 owner-occupied. 54 rented or second home.

d) Does any one person or entity own more than 10% of the total units in the Association? If yes, the owner names and number of units they own are:

WA Resale Certificate
Meadows at Marysville Master Association

N/A

13. LEASES:

a) The title of the unit is held in:

see rules for each sub assoction.

b) The following leasehold estate affecting the Association is:

N/A

14. SALE/OCCUPANCY/SALE RESTRICTIONS:

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

None

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

None

c) Disclose the effect on the unit to be conveyed of any restriction on the right to use or occupy the unit, including a restriction on a lease or other rental of the unit, if any:

None

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

N/A

15. INSURANCE:

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

See each sub associations certifiectes of insurance

b) Describe any insurance coverage the Association provides for the benefit of unit owners:

Common areas only

16. WARRANTIES AND WARRANTY CLAIMS:

a) Is the Association covered by a qualified warranty?

None

b) Are the common elements covered by a qualified warranty?

None

c) The following claims have been made under the warranty. Included is the type of claim, resolution of the claim, type of repair performed, date of repair, cost of repair and name of the person or entity who performed the repair.

None

17. ELECTRIC VEHICLE CHARGING STATIONS:

For electric charging stations located in the unit or the limited common elements assigned to the unit, please describe the following:

WA Resale Certificate

Meadows at Marysville Master Association

See each association's rules and governing docs.

a) Application requirements and the status of any application:

See each association's rules and governing docs.

b) Insurance information and requirements:

See each association's rules and governing docs.

c) Maintenance responsibilities:

See each association's rules and governing docs.

d) Associated costs, including any utility allocations:

See each association's rules and governing docs.

e) Any other requirements:

See each association's rules and governing docs.

18. CATEGORY OF RECORDS:

The following are attached unless noted otherwise:

a) The Annual Financial Statement of the association, including the most recent Financial Audit Report available.

Attached

b) The most recent Balance Sheet and Revenue and Expense Statement, if any, of the association.

Attached

c) The current operating Budget of the association.

Attached

d) In a cooperative, an Accountant's Statement, if any was prepared, as to the deductibility for federal income tax purposes by the unit owner of real estate taxes and interest paid by the association.

Attached

e) A copy of the Declaration, the Bylaws, the organizational documents (Articles of Incorporation), the Rules or Regulations of the association, all Policies, Procedures, and Resolutions approved by the board that are currently in effect, the Minutes of Board Meeting (Regular Meeting Minutes) and Association Minutes (Annual Board Meeting Minutes), for the last 12 months and the most current Reserve Study for the association.

Attached

PROFESSIONAL MANAGEMENT:

The following professional management company manages the Association:

Condominium Management

a) The remaining term of the management contract is:

WA Resale Certificate
Meadows at Marysville Master Association

Less than one year

b) Termination of the contract requires the following payment of a penalty and/or more than 90 days notice:

No

WA Resale Certificate

Meadows at Marysville Master Association

STATUTORY NOTES: RCW 64.34.425 and RCW 64.90.640 require every Association, within ten days after a request by a unit owner, to furnish a certificate containing the information provided above, together with any other information reasonably requested by mortgagees of prospective purchasers of units. Information requested generally by FNMA, FHLMC, GNMA, the VA and HUD is deemed reasonable, provided such information is reasonably available to the Association.

The selling unit owner is not liable to the Buyer for any erroneous information provided by the Association and included in the Certificate unless and to the extent the Unit Owner had actual knowledge of that erroneous information.

A Buyer is not liable for any unpaid assessment or fee against the Unit as of the Effective Date of this Certificate greater than the amount set forth in the Certificate unless and to the extent the Buyer had actual knowledge that a greater amount was due. Buyer is cautioned to contact the Association at the address below prior to closing of the sale for updated pay-off amounts to avoid liability for amounts assessed against the Unit after the Effective Date of this Certificate.

A Buyer is not liable for any violation of the governing documents created by any alteration to a unit that, in the exercise of reasonable diligence, should have been known to the association or its authorized agent at the time of conveyance, but was not identified in the Certificate.

The Buyer may cancel a contract for the purchase of the unit within five business days after first receiving the resale certificate. If the resale certificate is first provided to a Buyer more than five business days before execution of a contract for the purchase of a unit, the Buyer does not have the right under this section to cancel the executed contract. If the resale certificate is first provided to a Buyer five business days or less before the Buyer signs a contract for the purchase of a unit, the Buyer, before conveyance of the unit to the Buyer, may cancel the contract by delivering, no later than the fifth business day after first receiving the resale certificate, a notice of cancellation to the seller. If the resale certificate is first provided to a Buyer less than five business days before the closing date for the conveyance of that unit, the Buyer may, before conveyance of the unit to the Buyer, extend the closing date to a date not more than five business days after the Buyer first received the resale certificate.

Per RCW 64.34.425, the Seller and Buyer of the unit must sign this form to verify issuance and receipt of this information.

I certify under penalty of perjury under the laws of the State of Washington that I am an owner of the Unit and that, to the best of my knowledge and belief, the foregoing is true and correct.

Dated this _____ day of _____, 20__ at _____ Washington

Unit Owner Signature _____

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

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

Date: _____ Buyer Signature _____

Date: _____ Buyer Signature _____

I certify under penalty of perjury under the laws of the State of Washington that I am the Managing Agent of the Association, that I am authorized to make this Certificate on behalf of the Association, and that, to the best of my knowledge and belief, the foregoing is true and correct.

WA Resale Certificate
Meadows at Marysville Master Association

Contact Information

The information above was obtained by the following representative of the project's Homeowners Association

Name: Karen Williams

Phone: 425-562-1200 Ext: 143

Title: Community Manager

Date: 07-20-2026

Karen Williams

Signature

WA Resale Certificate

Meadows at Marysville Master Association

Comments

The Meadows in Marysville is the master association for Fox Run, Deerfield, Hawkstone, Noreen LLC, and McKendree Park.

Accountant's Statement
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

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

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Accountant's Statement
Meadows at Marysville Master Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

Annual Financial Statement (includes Financial Audit Report)
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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HomeWiseDocs

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Annual Homeowners Meeting Minutes
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

Fox Run/ Meadows Budget Ratification Meeting

November 20, 2024 Using Zoom

Meeting called to order at 11:05 am

Wendy Knowles , President, and Amber Devolder Secretary and Karen Williams, Property Manager in attendance

Asked for questions about the budget from those attending – clarification was made about what the master association (The Meadows at Marysville) is responsible for in relation to issues at Fox Run

- Irrigation (master association) needs some repairs and work on timing of when the irrigation is on
- Talked about trash at the mail kiosk – will suggest to the master association that there is an additional recycle bin for mail “trash”

Call for ratification for Fox Run proposed 2025 budget – budget was ratified

Call for ratification for Meadows proposed 2025 budget – budget was ratified

Meeting adjourned at 11:35 am.

**Annual Homeowners Meeting Minutes
Meadows at Marysville Master Association**

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Address: 4541 148th St NE
Order Date: 07-15-2026
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Fox Run/ Meadows Budget Ratification Meeting

November 20, 2024 Using Zoom

Meeting called to order at 11:05 am

Wendy Knowles , President, and Amber Devolder Secretary and Karen Williams, Property Manager in attendance

Asked for questions about the budget from those attending – clarification was made about what the master association (The Meadows at Marysville) is responsible for in relation to issues at Fox Run

- Irrigation (master association) needs some repairs and work on timing of when the irrigation is on
- Talked about trash at the mail kiosk – will suggest to the master association that there is an additional recycle bin for mail “trash”

Call for ratification for Fox Run proposed 2025 budget – budget was ratified

Call for ratification for Meadows proposed 2025 budget – budget was ratified

Meeting adjourned at 11:35 am.

Budget
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Operating Budget
Fox Run 2026 Budget

	2025 Budget	2025 Projected/ Actual	2026 Budget	2026 Budget Comments
Income:				
Dues	185,637	185,637	185,637	\$185 quarterly per unit
Late Charges		4,275	0	
Legal Reimbursement	10,000	800	8,100	
Interest income homeowners	0	52	0	
NSF		10	0	
Delinquency Admin Fee	0	740	0	
Other	0	110	0	
Total Income	195,637	191,624	193,737	
Reserve Contribution	0	0	0	Reserve contributions made through Master Assoc Dues
Total Operating Income	195,637	191,624	193,737	
Operating Expenses:				
Administrative				
Bad Debt Write offs	500	0	500	
Office	1,990	1,565	1,600	
Management Fee	14,940	14,940	15,986	\$1332 a month January 2026 Reserve study recommended annual reserve contribution
Master Association Dues	101,655	101,655	101,655	Renewal date 10/22/2026
Insurance	788	1,120	1,200	
Audit Expense	2,300	2,300	2,300	
Legal Expense	0	3,500	0	
Legal Exp. Reimbursable	5,000	3,200	2,500	
Miscellaneous	400	0	400	
Delinquent Notice Reimbursal	0	980	0	
Total Administrative	127,573	129,260	126,141	
Building Maintenance				
Landscaping - contract	66,064	61,167	66,096	Contract \$60,896 Seed/lime \$3,200 Moss \$2000
Landscaping - Other	2,000	1,200	1,500	
Total Maintenance	68,064	62,367	67,596	
Total Operating Expenses:	195,637	191,627	193,737	
Net Operating Income	0	(3)	0	

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Operating Budget
Fox Run 2026 Budget

2025 Budget	2025 Projected/ Actual	2026 Budget

2026 Budget Comments

0 0 0

0 0 0

We have a reserve study that meets the requirements of RCW 64.90.550 at the time of budget preparation. Yes ___No ___ N/A__X___
(We are a sub-association of The Meadows @ Marysville. The Meadows holds all the reserve funds and the reserve study.)

Operating Budget
Fox Run 2026 Budget

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Operating Budget
Fox Run 2026 Budget

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Address: 4541 148th St NE
Order Date: 07-15-2026
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Budget
Meadows at Marysville Master Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
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**Meadows at Marysville
Operating Budget
Fiscal Year 2026**

	2025 Budget	2025 Projecte d/Actual	2026 Budget	2026 Budget Comments
Income:				
Dues	150,255	150,255	150,255	No increase 2026
Interest	0	545	0	
Other	0	0	0	
Total Income	150,255	150,800	150,255	
Reserve Contribution	(55,560)	(55,560)	(70,000)	Reserve study recommends \$70,800
Insurance Contribution	0	0	0	
Total Operating Income	94,695	95,240	80,255	
Operating Expenses:				
Administrative				
Office	1,315	450	450	
Management Fee	12,960	12,960	14,760	\$1230.per month 2026
Insurance	4,770	2,500	2,875	15% increase anticipated
Audit/Taxes	2,200	2,200	2,200	
Reserve Study	920	920	920	Loyalty plan to January 2025
Total Administrative	22,165	19,030	21,205	
Utilities				
Electric	3,000	3,590	3,965	Estimated 10% increase
Water/ Irrigation	2,838	4,280	4,494	Estimated 4% increase
Total Utilities	5,838	7,870	8,459	
Building Maintenance				
Landscaping - contract	30,529	30,873	31,000	New Company July 2024
Landscaping - other	8,000	3,208	5,591	Tree/stump removal/ tree trimming
Property Maintenance	0	13,199	14,000	
	0			
Total Maintenance	38,529	47,280	50,591	
Total Operating Expenses:	66,532	74,180	80,255	
Net Operating Income	28,163	21,060	0	

Reserve Contribution Summary

Contribution from Dues 55,560 55,560 70,000 Annual Contribution

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**Meadows at Marysville
Operating Budget
Fiscal Year 2026**

	2025 Budget	2025 Projecte d/Actual	2026 Budget	2026 Budget Comments
Interest	327	12	0	Interest earned on reserve money
Total Reserve Contribution	55,887	55,572	70,000	

	2025 Budget	2025 Projected / Actual	2026 Planned
Reserve Expenses			
Pole Lights - Refinish	28,850		
Irrigation System- Repair	6,230		
Community Monuments- Rep	14,650		14,000
Stormwater Ponds (3)		6,958	10,000
Park Drainage			
Park Benchs			2,000
Seal Coat Parking areas			
Tree Service			
Play ground, trash enclos			
Total Reserve Expenses	49,730	6,958	26,000

Meadows at Marysville
Operating Budget
Fiscal Year 2026

2025 Budget	2025 Projecte d/Actual	2026 Budget

2026 Budget Comments

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

Yes ☒ No ☐

Does the Budget meet the Reserve Study's Recommendation

Yes ☐ No ☒

Recommended Reserve Contribution	70,800

Budgeted Reserve Contribution	70,000

Actual Reserve Balance at time of Study	267,016

Reserve Study's Fully Funded Balance	738,124

Surplus (deficiency) in Reserves	(471,108)

Reserve Shortage per each unit/3	#####

Bylaws
Fox Run Condominium Association

Order: GFZX6NYYY
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**BYLAWS OF
FOX RUN, A SINGLE FAMILY CONDOMINIUM OWNERS ASSOCIATION**

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**BYLAWS OF
FOX RUN, A SINGLE FAMILY CONDOMINIUM
OWNERS ASSOCIATION**

**Article 1
OBJECT AND DEFINITIONS**

1.1 **Purpose.** The purpose for which this Association is formed is to govern the Condominium Property which is described in Schedule A attached to the following described Declaration, and which Property has been submitted to the provisions of the Washington Condominium Act by a Declaration entitled "Declaration and Covenants, Conditions, Restrictions and Reservations" establishing a plan for condominium ownership of Units within the above-referenced Condominium (hereinafter referred to as the "Declaration").

1.2 **Assent.** All present or future Owners, tenants, future tenants, or any other person using the facilities of the project in any manner are subject to the regulations set forth in these Bylaws and in the Declaration. The mere acquisition or rental of any of the Units (hereinafter referred to as "Units") in the project or the mere act of occupancy of any of said Units shall constitute ratification of these Bylaws.

1.3 **Definitions.** Unless otherwise specified, all terms shall have the same meaning in these Bylaws as such terms have in the Declaration. The terms "Owners" and "Members" as used herein shall be synonymous.

**Article 2
MEMBERSHIP, VOTING, MEETINGS AND ADMINISTRATION**

2.1 **Matters Governed by Declaration.** With regard to various matters including membership, meetings and voting, reference is made to the Declaration.

2.2 **Additional Administrative Provisions.**

2.2.1 **Voting by Mail.** The Board may decide that voting of the Members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or Bylaws, or with respect to any other matter for which approval by Owners is required by the Declaration or Bylaws, in accordance with the following procedure:

(a) In the case of election of Board Members by mail, the existing Board members shall advise the Secretary in writing of the names of proposed Board members sufficient to constitute a full Board and of a date at least fifty (50) days after such advice is given by which all votes are to be received. The Secretary within five (5) days after such advice is given shall give written notice of the number of Board members to be elected and of the names of the nominees to all Owners. The notice shall state that any such Owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date fifteen (15) days from the date the notice is given by the Secretary. Within five (5) days after such specified date, the Secretary shall give written notice to all Owners, stating the number of Board members to be elected, stating the names of all persons nominated by the Board members to be elected, stating the names of all persons nominated by the Board and by the Members on or before said specified date, stating that each Owner may cast a vote by mail and stating the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as Board members pursuant to such an election by mail by receipt of the number of votes required by applicable law shall take office effective on the date specified in the notice for receipt of such votes.

(b) In the case of a vote by mail relating to any other matter, the Secretary shall give written notice to all Owners, which notice shall include a proposed written resolution setting forth a description of the proposed action, and shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than twenty (20) days

after the date such notice shall have been given on or before which all votes must be received and stating that they must be sent to the specified address of the principal office of the Association. Votes received after that date shall not be effective.

(c) Delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section 2.2.1.

2.2.2 **Adjourned Meeting.** If any meeting of the Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

2.2.3 **Order of Business.** The order of business at all meetings of the Owners of Units shall be as follows:

- A. Roll Call.
- B. Proof of Notice of meeting or waiver of notice.
- C. Reading of Minutes of preceding meeting.
- D. Reports of officers.
- E. Reports of committees.
- F. Election of Board members (annual meeting only).
- G. Unfinished business.
- H. New business.

Article 3 MANAGEMENT OF CONDOMINIUM

3.1 **In General.** The affairs of the Association shall initially be governed by a Board as provided in Declaration Article 10..

3.2 **Additional Provisions Regarding Board.**

3.2.1 **Election and Term of Office.** The members of the first Board elected entirely by the Unit Owners (other than by an election held when Declarant still owned all of the Units) shall serve terms of office as follows: one (1) director shall serve for a term of one year, one (1) for a term of two years, and (1) for a term of three years (the Board members determining by whatever method they deem appropriate the terms of each initial member). At each annual meeting after the initial Board is elected, the Association members shall elect to a three-year term one new director for each director whose term shall have expired that year. The number of directors or their term of office may be changed by amendment of these Bylaws.

3.2.2 **Vacancies.** Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association.

3.2.3 **Organizational Meeting.** The first meeting of a newly elected Board shall be held immediately following the annual meeting and no notice shall be necessary to the newly elected Board Members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

3.2.4 **Regular Meeting.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board members, but at least two (2) such meetings shall be held during each fiscal year and one (1) such meeting shall be held immediately following the annual meeting of Owners. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.2.5 **Special Meetings.** Special meetings of the Board may be called by the President on three (3) days notice to each Board member, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Board members.

3.2.6 **Waiver of Notice.** Before, at or after any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.2.7 **Board Fees.** Each Board member shall receive such sum, as the Owners may from time to time determine, for attendance at a regular or special meeting of the Board.

Article 4 OFFICERS

4.1 **Designation.** The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board, annually.

4.2 **Election of Officers.** The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice President need not be filled. The Board may elect officers from among its members, or otherwise.

4.3 **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board, any officer may be removed from his position as an officer but not as a Board member, with or without cause, and his successor elected at any regular or special meeting of the Board called for such purpose.

4.4 **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board. He shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit association including, but not limited to, the powers to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5 **Vice President.** A Vice President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties.

4.6 **Secretary.** The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their registered mailing addresses. Such list shall also show opposite each Member's name the number or other appropriate designation of the Apartment owned by such Member. Such list shall be opened to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

4.7 **Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

4.8 **Assistant Secretary.** The Board may appoint one (1) or more Assistant Secretaries to perform all of the duties of the Secretary in the absence of the Secretary.

4.9 **Assistant Treasurer.** The Board may appoint one (1) or more Assistant Treasurers to perform all of the duties of the Treasurer in the absence of the Treasurer.

Article 5
ADOPTION OF BYLAWS AND AMENDMENTS

Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of the Declaration, shall be adopted by the Association by concurrence of those voting Owners holding majority of the total voting power. Notice of the time, place and purpose of such meeting shall be delivered to each Unit Owner at least ten (10) days prior to such meeting.

Article 6
**EVIDENCE OF OWNERSHIP, REGISTRATION OF
MAILING ADDRESS AND REQUIRED PROXIES**

6.1 **Proof of Ownership.** Any person on becoming an Owner of a Unit shall furnish to the Manager or Board a photocopy of a copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association; provided, that a failure to meet this requirement shall not invalidate an otherwise valid transfer of an Unit.

6.2 **Registration of Mailing Address.** The Owners of each Unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a Unit Owner or Owners shall be furnished by such Owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interests of the Owners thereof. If no such address is registered or if all of the Owners cannot agree, then the address of the Unit shall be the registered address until another registered address is furnished as permitted under this Section. Registered addresses may be changed from time to time by similar designation.

Article 7
NONPROFIT ASSOCIATION

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

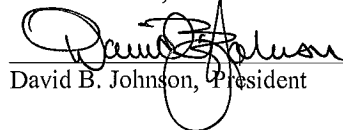
Article 8
FISCAL YEAR

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

DATED as of October 12, 2010

DECLARANT:

Encore Homes, Inc.


David B. Johnson, President

Bylaws
Meadows at Marysville Master Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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**BYLAWS OF
THE MEADOWS IN MARYSVILLE MASTER OWNERS ASSOCIATION**

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**BYLAWS OF
THE MEADOWS IN MARYSVILLE MASTER OWNERS ASSOCIATION**

**Article 1
OBJECT AND DEFINITIONS**

1.1 **Purpose.** The purpose for which this Association is formed is to govern the Condominium Property which is described in Schedule A attached to the following described Declaration, and which Property has been submitted to the provisions of the Washington Condominium Act by a Declaration entitled "Declaration and Covenants, Conditions, Restrictions and Reservations" establishing a plan for condominium ownership of Units within the above-referenced Condominium (hereinafter referred to as the "Declaration").

1.2 **Assent.** All present or future Owners, tenants, future tenants, or any other person using the facilities of the project in any manner are subject to the regulations set forth in these Bylaws and in the Declaration. The mere acquisition or rental of any of the Units (hereinafter referred to as "Units") in the project or the mere act of occupancy of any of said Units shall constitute ratification of these Bylaws.

1.3 **Definitions.** Unless otherwise specified, all terms shall have the same meaning in these Bylaws as such terms have in the Declaration. The terms "Owners" and "Members" as used herein shall be synonymous.

**Article 2
MEMBERSHIP, VOTING, MEETINGS AND ADMINISTRATION**

2.1 **Matters Governed by Declaration.** With regard to various matters including membership, meetings and voting, reference is made to the Declaration.

2.2 Additional Administrative Provisions.

2.2.1 **Voting by Mail.** The Board may decide that voting of the Members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or Bylaws, or with respect to any other matter for which approval by Owners is required by the Declaration or Bylaws, in accordance with the following procedure:

(a) In the case of election of Board Members by mail, the existing Board members shall advise the Secretary in writing of the names of proposed Board members sufficient to constitute a full Board and of a date at least fifty (50) days after such advice is given by which all votes are to be received. The Secretary within five (5) days after such advice is given shall give written notice of the number of Board members to be elected and of the names of the nominees to all Owners. The notice shall state that any such Owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date fifteen (15) days from the date the notice is given by the Secretary. Within five (5) days after such specified date, the Secretary shall give written notice to all Owners, stating the number of Board members to be elected, stating the names of all persons nominated by the Board members to be elected, stating the names of all persons nominated by the Board and by the Members on or before said specified date, stating that each Owner may cast a vote by mail and stating the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as Board members pursuant to such an election by mail by receipt of the number of votes required by applicable law shall take office effective on the date specified in the notice for receipt of such votes.

(b) In the case of a vote by mail relating to any other matter, the Secretary shall give written notice to all Owners, which notice shall include a proposed written resolution setting forth a description of the proposed action, and shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than twenty (20) days after the date such notice shall have been given on or before which all votes must be received and stating that they must

be sent to the specified address of the principal office of the Association. Votes received after that date shall not be effective.

(c) Delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section 2.2.1.

2.2.2 **Adjourned Meeting**. If any meeting of the Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

2.2.3 **Order of Business**. The order of business at all meetings of the Owners of Units shall be as follows:

- A. Roll Call.
- B. Proof of Notice of meeting or waiver of notice.
- C. Reading of Minutes of preceding meeting.
- D. Reports of officers.
- E. Reports of committees.
- F. Election of Board members (annual meeting only).
- G. Unfinished business.
- H. New business.

Article 3 MANAGEMENT OF CONDOMINIUM

3.1 **In General**. The affairs of the Association shall initially be governed by a Board as provided in Declaration Article 10..

3.2 **Additional Provisions Regarding Board**.

3.2.1 **Election and Term of Office**.

a) The affairs of the Master Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant.

b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Declarant or a declarant of a Subcondominium, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board may be elected by Unit Owners other than Declarant or a declarant of a Subcondominium. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than a Declarant or a declarant of a Subcondominium, not less than thirty-three and one-third percent of the members of the Board may be elected by Unit Owners other than the Declarant or a declarant of a Subcondominium.

c) Commencing with the first Master Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant or a declarant of a Subcondominium still owned all of the units), and unless the Bylaws are amended at that meeting, the Board shall be composed of five (5) Members (not including a Board member designated by Declarant or a declarant of a Subcondominium), a majority of whom must be Owners of Units in the Condominium. One (1) Board member shall be elected by a majority of the votes cast by Owners of units within Master Unit 288; four (4) Board members shall be elected by a majority of the votes cast by Owners of units within the Single Family Condominiums. The Declarant or a declarant of a Subcondominium (or a representative of Declarant or a declarant of a Subcondominium) shall have the right (which may not be terminated by amendment to the Master Declaration or Bylaws, and which shall continue so long as any Special Declarant Rights or Developments remain in effect or Declarant or a declarant of a Subcondominium has any obligation or liability of any express or implied warranty) to serve as a full non-voting member of the Master Association Board (with all of the rights and powers of a

Board member except for the right to vote).

d) At each annual meeting after the initial Board is elected, the Association members shall elect to a three-year term one new director for each director whose term shall have expired that year. The term of office of directors may be changed by amendment of these Bylaws.

3.2.2 **Vacancies.** Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association.

3.2.3 **Organizational Meeting.** The first meeting of a newly elected Board shall be held immediately following the annual meeting and no notice shall be necessary to the newly elected Board Members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

3.2.4 **Regular Meeting.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board members, but at least two (2) such meetings shall be held during each fiscal year and one (1) such meeting shall be held immediately following the annual meeting of Owners. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.2.5 **Special Meetings.** Special meetings of the Board may be called by the President on three (3) days notice to each Board member, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Board members.

3.2.6 **Waiver of Notice.** Before, at or after any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.2.7 **Board Fees.** Each Board member shall receive such sum, as the Owners may from time to time determine, for attendance at a regular or special meeting of the Board.

Article 4 OFFICERS

4.1 **Designation.** The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board, annually.

4.2 **Election of Officers.** The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice President need not be filled. The Board may elect officers from among its members, or otherwise.

4.3 **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board, any officer may be removed from his position as an officer but not as a Board member, with or without cause, and his successor elected at any regular or special meeting of the Board called for such purpose.

4.4 **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board. He shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit association including, but not limited to, the powers to appoint committees from among the

Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5 Vice President. A Vice President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties.

4.6 Secretary. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their registered mailing addresses. Such list shall also show opposite each Member's name the number or other appropriate designation of the Apartment owned by such Member. Such list shall be opened to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

4.7 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

4.8 Assistant Secretary. The Board may appoint one (1) or more Assistant Secretaries to perform all of the duties of the Secretary in the absence of the Secretary.

4.9 Assistant Treasurer. The Board may appoint one (1) or more Assistant Treasurers to perform all of the duties of the Treasurer in the absence of the Treasurer.

Article 5

ADOPTION OF BYLAWS AND AMENDMENTS

Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of the Declaration, shall be adopted by the Association by concurrence of those voting Owners holding majority of the total voting power. Notice of the time, place and purpose of such meeting shall be delivered to each Unit Owner at least ten (10) days prior to such meeting.

Article 6

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND REQUIRED PROXIES

6.1 Proof of Ownership. Any person on becoming an Owner of a Unit shall furnish to the Manager or Board a photocopy of a copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association; provided, that a failure to meet this requirement shall not invalidate an otherwise valid transfer of an Unit.

6.2 Registration of Mailing Address. The Owners of each Unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a Unit Owner or Owners shall be furnished by such Owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interests of the Owners thereof. If no such address is registered or if all of the Owners cannot agree, then the address of the Unit shall be the registered address until another registered address is furnished as permitted under this Section. Registered addresses may be changed from time to time by similar designation.

Article 7
NONPROFIT ASSOCIATION

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

Article 8
FISCAL YEAR

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

DATED as of

DECLARANT:

L155-1 Eagle Point, LLC

By:

Its: _____

CC&Rs-Condo Declaration
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs



201104010067 11 PGS
04/01/2011 9:48am \$72.00
SNOHOMISH COUNTY, WASHINGTON

WHEN RECORDED, RETURN TO:

Encore Homes, Inc.

David B. Johnson

1801 Grove Street, Unit B, Marysville, Washington 98270

360-659-1579

ASSESSOR/RECORDER QUESTIONS RE:

DECLARATION/SURVEY SHOULD BE DIRECTED TO:

James C Middlebrooks, Attorney at Law

3050 Belmonte Lane, Everett WA 98201

425-252-2698 pete@jcmiddlebrooks.com

DOCUMENT TITLE(S):

AMENDMENT TO DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR FOX RUN, A SINGLE FAMILY CONDOMINIUM [adding Phase 3]

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 201010190456; 201012010590; 201010195002

GRANTOR(S): (DECLARANT)

Encore Homes, Inc.; Garrett Family, LLC

GRANTEE(S): (PROJECT NAME)

FOX RUN, A SINGLE FAMILY CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

THE 1/4, SE 1/4, AND NW 1/4, SE 1/4 SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, WM.
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

010610-000-013-00 through 010610-000-287-00

Additional legal is on Exhibit A of the document

CHICAGO TITLE INSURANCE COMPANY HAS PLACED
THIS DOCUMENT ON RECORD AS A CUSTOMER
COURTESY AND ACCURACY OF VENDOR'S LIABILITY FOR THE
ACCURACY OF VENDOR'S THE DOCUMENT.

5971742
72-11
SE 1/4 33-31-05

THIS AMENDMENT is made to the Declaration of the above-named Condominium.

Whereas a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording Nos. ~~201010190456~~ and ~~201012010590~~; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. ~~201010195002~~ upon the real property more particularly described in said Declaration.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

(a) Phase 3 (including the land more particularly described as such Phase in Paragraph 1d of the Second Amended Exhibit A, and all Buildings, Units and Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(c) The Allocated Interests appurtenant to all Units in Phases 1, 2 and 3 which have been made a part of the Condominium are as set forth in the Second Amended Exhibit B.

3. **OTHER PROVISIONS.** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

DATED AS OF: March 7, 2011

The undersigned has executed the Survey Map and Plans, and the Declaration, in its capacity (1) as the "Declarant" [as that term is defined in RCW 64.34.020(14)], and (2) as the owner of the Units described in Exhibit A, and First and Second Amended Exhibit A, as Phases 1, 2 and 3 (excluding Units 117 through 126, 151 through 162, 186 through 189, 197 through 209 and 222 through 228, inclusive).

BY: David B. Johnson 3/24/11
David B. Johnson, President

The undersigned has executed the Survey Map and Plans, and the Declaration, in its capacity (1) as the owner of Units 117 through 126, 151 through 162, 186 through 189, 197 through 209 and 222 through 228, inclusive, described in Exhibit A, but not (2) as the "Declarant" [as that term is defined in RCW 64.34.020(14)].

BY: David B. Johnson 3/27/11
David B. Johnson, Member

STATE OF WASHINGTON

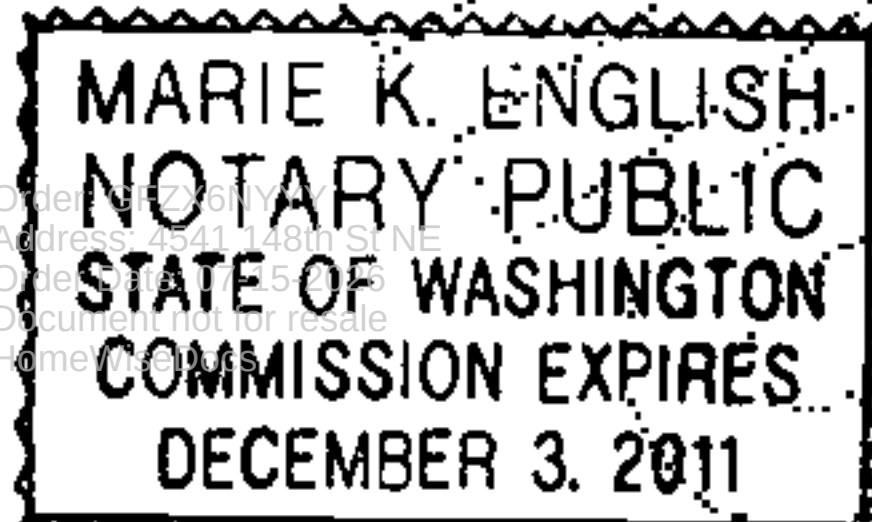
§

COUNTY OF SNOHOMISH

§

I certify that I know or have satisfactory evidence that David B. Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledge it as the President of Encore Homes, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

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



Marie K English
Notary Public in and for the State Of Washington

Residing In Arlington

My Commission Expires: 12/3/11

Print Notary Name: Marie K English

STATE OF WASHINGTON

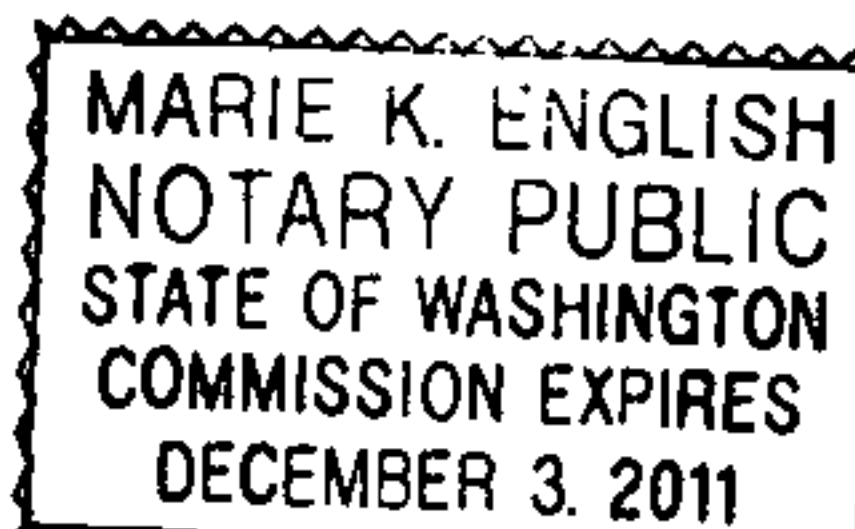
§

COUNTY OF SNOHOMISH

§

I certify that I know or have satisfactory evidence that David B. Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledge it as a Member of Garrett Family, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

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



Marie K English
Notary Public in and for the State Of Washington

Residing In Arlington

My Commission Expires: 12/3/11

Print Notary Name: Marie K English

**FOX RUN, A SINGLE FAMILY CONDOMINIUM
SECOND AMENDED EXHIBIT A
TO THE DECLARATION**

1. DESCRIPTION OF REAL PROPERTY INCLUDED IN CONDOMINIUM:

d. LEGAL DESCRIPTION OF PHASE 3:

UNITS 55, 59, 60, 65 THROUGH 72, 80 THROUGH 84, 91 THROUGH 94, INCLUSIVE, OF THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200612110690 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 200612115143.

e. LEGAL DESCRIPTION OF REMAINDER OF PHASES:

THE LAND (UNITS) DESCRIBED FOR "ALL POSSIBLE PHASES", LESS THE LAND (UNITS) DESCRIBED "PHASE 1", "PHASE 2" AND "PHASE 3".

NOTE # 1 - REGARDING ADDING FUTURE PHASES:

FUTURE PHASES (AND UNITS) MAY BE SUBSEQUENTLY ADDED TO THE CONDOMINIUM BY THE RECORDING OF AN APPROPRIATE AMENDMENT TO THE DECLARATION, WHICH SHALL DESCRIBE THE UNITS BEING ADDED BY REFERENCE TO THIS SURVEY MAP AND PLANS.

NOTE#2 - REGARDING UNIT OWNERSHIP:

ON THE DATE OF INITIAL RECORDING OF THIS DECLARATION, THE DECLARANT MAY NOT HOLD TITLE TO SOME OF THE UNITS DESCRIBED ABOVE AS "FUTURE" PHASES ("FUTURE PHASE UNITS").

ALTHOUGH DECLARANT HAS RESERVED THE RIGHT FOR ITSELF (AND FOR ANY SUCCESSOR TO DECLARANT'S RIGHTS) TO ADD SAID FUTURE PHASE UNITS TO THE CONDOMINIUM IN FUTURE PHASES, THE DECLARANT (OR ANY SUCCESSOR TO DECLARANT'S RIGHTS) SHALL NOT HAVE THE RIGHT TO ADD SUCH FUTURE PHASE UNITS TO THE CONDOMINIUM, NOR OTHERWISE SUBJECT SUCH PROPERTY TO THE PROVISIONS OF THIS DECLARATION, WITHOUT THE PRIOR WRITTEN AND RECORDED CONSENT OF THE THEN CURRENT RECORD OWNER OF SUCH FUTURE PHASE UNITS.

WITHOUT THE PRIOR WRITTEN AND RECORDED CONSENT OF THE THEN CURRENT RECORD OWNER OF SAID FUTURE PHASE UNITS, THE RESERVATION IN THIS DECLARATION OF THE RIGHT TO ADD SAID FUTURE PHASE UNITS TO THE CONDOMINIUM IN FUTURE PHASES SHALL NOT SUBJECT SAID FUTURE PHASE UNITS TO THE PROVISIONS OF THIS DECLARATION NOR OTHERWISE CONSTITUTE AN ENCUMBRANCE, IMPAIRMENT OR OTHER RESTRICTION ON THE ON: (1) THE TITLE SAID FUTURE PHASE UNITS; OR (2) THE RIGHTS OF THE OWNER OF (OR ANY PARTY HOLDING OF RECORD A SECURITY IN) SAID FUTURE PHASE UNITS.

FOX RUN, A SINGLE FAMILY CONDOMINIUM
SECOND AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA (Phases 1, 2 & 3)

UNIT DATA

***NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.

UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2:** Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

***** NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit.

				PHASES 1, 2 & 3	
UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED
				[] construction plan estimate	INTEREST
				(XX) surveyor's	Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT	
	See NOTES 1 & 2			See Note 2	See NOTE 3
PHASE 1A					
13	* & **	* & **	* & **	5,219	1/251
14	* & **	* & **	* & **	2,967	1/251
15	* & **	* & **	* & **	2,881	1/251
16	* & **	* & **	* & **	2,894	1/251
17	* & **	* & **	* & **	2,896	1/251
18	* & **	* & **	* & **	2,907	1/251
19	* & **	* & **	* & **	2,923	1/251
20	* & **	* & **	* & **	2,924	1/251
21	* & **	* & **	* & **	2,924	1/251
22	* & **	* & **	* & **	2,924	1/251
23	* & **	* & **	* & **	2,924	1/251
24	* & **	* & **	* & **	2,924	1/251
25	* & **	* & **	* & **	2,924	1/251
26	* & **	* & **	* & **	2,924	1/251
27	* & **	* & **	* & **	2,924	1/251
28	* & **	* & **	* & **	3,660	1/251
29	* & **	* & **	* & **	5,426	1/251
30	* & **	* & **	* & **	4,440	1/251

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED
				() construction plan estimate	INTEREST
				(XX) surveyor's	Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT	
	See NOTES 1 & 2			See Note 2	See NOTE 3
31	* & **	* & **	* & **	3,774	1/251
32	* & **	* & **	* & **	3,774	1/251
33	* & **	* & **	* & **	3,774	1/251
34	* & **	* & **	* & **	3,774	1/251
35	* & **	* & **	* & **	3,774	1/251
36	* & **	* & **	* & **	3,774	1/251
37	* & **	* & **	* & **	3,774	1/251
38	* & **	* & **	* & **	5,943	1/251
PHASE 1B					1/251
102	* & **	* & **	* & **	3,000	1/251
103	* & **	* & **	* & **	2,550	1/251
104	* & **	* & **	* & **	2,550	1/251
105	* & **	* & **	* & **	2,550	1/251
106	* & **	* & **	* & **	2,550	1/251
107	* & **	* & **	* & **	2,550	1/251
108	* & **	* & **	* & **	2,968	1/251
109	* & **	* & **	* & **	2,924	1/251
110	* & **	* & **	* & **	2,550	1/251
111	* & **	* & **	* & **	2,550	1/251
112	* & **	* & **	* & **	2,550	1/251
113	* & **	* & **	* & **	2,550	1/251
114	* & **	* & **	* & **	2,550	1/251
115	* & **	* & **	* & **	2,876	1/251
116	* & **	* & **	* & **	3,247	1/251
117	* & **	* & **	* & **	2,924	1/251
118	* & **	* & **	* & **	2,924	1/251
119	* & **	* & **	* & **	2,924	1/251
120	* & **	* & **	* & **	2,924	1/251
121	* & **	* & **	* & **	2,924	1/251
122	* & **	* & **	* & **	2,924	1/251
123	* & **	* & **	* & **	2,924	1/251
124	* & **	* & **	* & **	2,924	1/251
125	* & **	* & **	* & **	2,924	1/251
126	* & **	* & **	* & **	2,924	1/251
127	* & **	* & **	* & **	2,924	1/251
128	* & **	* & **	* & **	2,924	1/251
129	* & **	* & **	* & **	5,254	1/251
130	* & **	* & **	* & **	2,907	1/251
131	* & **	* & **	* & **	2,932	1/251
132	* & **	* & **	* & **	4,329	1/251
133	* & **	* & **	* & **	2,584	1/251
134	* & **	* & **	* & **	2,584	1/251
135	* & **	* & **	* & **	2,584	1/251

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED
				[] construction plan estimate	INTEREST
				[XX] surveyor's	Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT	
	See NOTES 1 & 2			See Note 2	See NOTE 3
136	* & **	* & **	* & **	2,584	1/251
137	* & **	* & **	* & **	2,584	1/251
138	* & **	* & **	* & **	2,584	1/251
139	* & **	* & **	* & **	2,584	1/251
140	* & **	* & **	* & **	2,584	1/251
141	* & **	* & **	* & **	2,584	1/251
PHASE 1		TOTAL UNITS IN PHASE 1 = 66			
PHASE 2					
39	* & **	* & **	* & **	3,032	1/251
40	* & **	* & **	* & **	3,225	1/251
41	* & **	* & **	* & **	3,225	1/251
42	* & **	* & **	* & **	3,892	1/251
43	* & **	* & **	* & **	2,907	1/251
44	* & **	* & **	* & **	2,907	1/251
45	* & **	* & **	* & **	2,907	1/251
46	* & **	* & **	* & **	2,907	1/251
47	* & **	* & **	* & **	2,907	1/251
48	* & **	* & **	* & **	2,828	1/251
49	* & **	* & **	* & **	2,828	1/251
50	* & **	* & **	* & **	2,907	1/251
51	* & **	* & **	* & **	2,907	1/251
52	* & **	* & **	* & **	2,907	1/251
53	* & **	* & **	* & **	2,907	1/251
54	* & **	* & **	* & **	2,907	1/251
56	* & **	* & **	* & **	3,131	1/251
57	* & **	* & **	* & **	3,131	1/251
58	* & **	* & **	* & **	3,063	1/251
142	* & **	* & **	* & **	4,227	1/251
143	* & **	* & **	* & **	2,890	1/251
144	* & **	* & **	* & **	2,890	1/251
145	* & **	* & **	* & **	5,267	1/251
146	* & **	* & **	* & **	2,584	1/251
147	* & **	* & **	* & **	2,584	1/251
148	* & **	* & **	* & **	2,584	1/251
149	* & **	* & **	* & **	2,584	1/251
150	* & **	* & **	* & **	2,584	1/251
151	* & **	* & **	* & **	2,584	1/251
152	* & **	* & **	* & **	2,584	1/251
153	* & **	* & **	* & **	2,584	1/251
154	* & **	* & **	* & **	2,584	1/251
155	* & **	* & **	* & **	4,298	1/251
156	* & **	* & **	* & **	2,898	1/251

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED
				[] construction plan estimate	INTEREST
				[XX] surveyor's	Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT	
	See NOTES 1 & 2			See Note 2	See NOTE 3
157	* & **	* & **	* & **	2,899	1/251
158	* & **	* & **	* & **	4,299	1/251
159	* & **	* & **	* & **	2,924	1/251
160	* & **	* & **	* & **	2,924	1/251
161	* & **	* & **	* & **	2,924	1/251
162	* & **	* & **	* & **	2,924	1/251
163	* & **	* & **	* & **	2,924	1/251
164	* & **	* & **	* & **	2,924	1/251
165	* & **	* & **	* & **	2,924	1/251
166	* & **	* & **	* & **	2,924	1/251
167	* & **	* & **	* & **	2,924	1/251
168	* & **	* & **	* & **	2,924	1/251
169	* & **	* & **	* & **	3,717	1/251
170	* & **	* & **	* & **	2,518	1/251
171	* & **	* & **	* & **	2,518	1/251
172	* & **	* & **	* & **	3,632	1/251
173	* & **	* & **	* & **	2,924	1/251
174	* & **	* & **	* & **	2,924	1/251
175	* & **	* & **	* & **	2,924	1/251
176	* & **	* & **	* & **	2,924	1/251
177	* & **	* & **	* & **	2,924	1/251
178	* & **	* & **	* & **	2,924	1/251
179	* & **	* & **	* & **	2,924	1/251
180	* & **	* & **	* & **	2,924	1/251
181	* & **	* & **	* & **	2,924	1/251
182	* & **	* & **	* & **	2,924	1/251
183	* & **	* & **	* & **	2,916	1/251
184	* & **	* & **	* & **	2,916	1/251
185	* & **	* & **	* & **	2,916	1/251
186	* & **	* & **	* & **	2,915	1/251
187	* & **	* & **	* & **	2,915	1/251
188	* & **	* & **	* & **	2,915	1/251
189	* & **	* & **	* & **	2,924	1/251
190	* & **	* & **	* & **	2,924	1/251
191	* & **	* & **	* & **	2,924	1/251
192	* & **	* & **	* & **	2,924	1/251
193	* & **	* & **	* & **	3,681	1/251
194	* & **	* & **	* & **	3,517	1/251
195	* & **	* & **	* & **	2,924	1/251
196	* & **	* & **	* & **	2,924	1/251
197	* & **	* & **	* & **	2,924	1/251
198	* & **	* & **	* & **	2,924	1/251
199	* & **	* & **	* & **	2,924	1/251

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED
				[] construction plan estimate	INTEREST
				[XX] surveyor's	Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT	
	See NOTES 1 & 2			See Note 2	See NOTE 3
200	* & **	* & **	* & **	2,924	1/251
201	* & **	* & **	* & **	2,924	1/251
202	* & **	* & **	* & **	2,924	1/251
203	* & **	* & **	* & **	2,924	1/251
204	* & **	* & **	* & **	2,924	1/251
205	* & **	* & **	* & **	2,924	1/251
206	* & **	* & **	* & **	2,924	1/251
207	* & **	* & **	* & **	2,924	1/251
208	* & **	* & **	* & **	2,924	1/251
209	* & **	* & **	* & **	2,924	1/251
210	* & **	* & **	* & **	2,924	1/251
211	* & **	* & **	* & **	3,247	1/251
212	* & **	* & **	* & **	4,237	1/251
213	* & **	* & **	* & **	3,798	1/251
214	* & **	* & **	* & **	3,774	1/251
215	* & **	* & **	* & **	3,774	1/251
216	* & **	* & **	* & **	3,774	1/251
217	* & **	* & **	* & **	3,774	1/251
218	* & **	* & **	* & **	3,774	1/251
219	* & **	* & **	* & **	3,774	1/251
220	* & **	* & **	* & **	3,774	1/251
221	* & **	* & **	* & **	3,774	1/251
222	* & **	* & **	* & **	3,774	1/251
223	* & **	* & **	* & **	3,774	1/251
224	* & **	* & **	* & **	3,774	1/251
225	* & **	* & **	* & **	3,774	1/251
226	* & **	* & **	* & **	3,774	1/251
227	* & **	* & **	* & **	3,774	1/251
228	* & **	* & **	* & **	3,774	1/251
229	* & **	* & **	* & **	3,774	1/251
230	* & **	* & **	* & **	4,071	1/251
231	* & **	* & **	* & **	3,442	1/251
232	* & **	* & **	* & **	3,689	1/251
233	* & **	* & **	* & **	8,731	1/251
234	* & **	* & **	* & **	7,498	1/251
235	* & **	* & **	* & **	3,440	1/251
236	* & **	* & **	* & **	3,440	1/251
237	* & **	* & **	* & **	3,440	1/251
238	* & **	* & **	* & **	2,923	1/251
239	* & **	* & **	* & **	2,923	1/251
240	* & **	* & **	* & **	2,923	1/251
241	* & **	* & **	* & **	2,922	1/251
242	* & **	* & **	* & **	2,922	1/251
243	* & **	* & **	* & **	2,922	1/251

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED
				[] construction plan estimate	INTEREST
				[XX] surveyor's	Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPics	UNIT	
	See NOTES 1 & 2			See Note 2	See NOTE 3
244	* & **	* & **	* & **	2,922	1/251
245	* & **	* & **	* & **	2,921	1/251
246	* & **	* & **	* & **	2,921	1/251
247	* & **	* & **	* & **	2,921	1/251
248	* & **	* & **	* & **	2,920	1/251
249	* & **	* & **	* & **	2,920	1/251
250	* & **	* & **	* & **	2,920	1/251
251	* & **	* & **	* & **	2,920	1/251
252	* & **	* & **	* & **	2,919	1/251
253	* & **	* & **	* & **	2,919	1/251
254	* & **	* & **	* & **	2,919	1/251
255	* & **	* & **	* & **	2,918	1/251
256	* & **	* & **	* & **	2,918	1/251
257	* & **	* & **	* & **	2,918	1/251
258	* & **	* & **	* & **	2,918	1/251
259	* & **	* & **	* & **	2,917	1/251
260	* & **	* & **	* & **	2,917	1/251
261	* & **	* & **	* & **	2,917	1/251
262	* & **	* & **	* & **	5,347	1/251
263	* & **	* & **	* & **	2,890	1/251
264	* & **	* & **	* & **	2,890	1/251
265	* & **	* & **	* & **	4,286	1/251
266	* & **	* & **	* & **	2,584	1/251
267	* & **	* & **	* & **	2,584	1/251
268	* & **	* & **	* & **	2,584	1/251
269	* & **	* & **	* & **	2,584	1/251
270	* & **	* & **	* & **	2,584	1/251
271	* & **	* & **	* & **	2,584	1/251
272	* & **	* & **	* & **	2,584	1/251
273	* & **	* & **	* & **	2,584	1/251
274	* & **	* & **	* & **	2,584	1/251
275	* & **	* & **	* & **	4,445	1/251
276	* & **	* & **	* & **	3,058	1/251
277	* & **	* & **	* & **	3,083	1/251
278	* & **	* & **	* & **	5,611	1/251
279	* & **	* & **	* & **	2,588	1/251
280	* & **	* & **	* & **	2,588	1/251
281	* & **	* & **	* & **	2,589	1/251
282	* & **	* & **	* & **	2,589	1/251
283	* & **	* & **	* & **	2,589	1/251
284	* & **	* & **	* & **	2,589	1/251
285	* & **	* & **	* & **	2,590	1/251
286	* & **	* & **	* & **	2,590	1/251
287	* & **	* & **	* & **	2,590	1/251
PHASE 2		TOTAL UNITS IN PHASE 2 = 165			

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED
				[] construction plan estimate	INTEREST
				[XX] surveyor's	Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT	
	See NOTES 1 & 2			See Note 2	See NOTE 3
PHASE 3					
55	* & **	* & **	* & **	3,975	1/251
59	* & **	* & **	* & **	2,869	1/251
60	* & **	* & **	* & **	2,869	1/251
65	* & **	* & **	* & **	2,847	1/251
66	* & **	* & **	* & **	2,869	1/251
67	* & **	* & **	* & **	2,869	1/251
68	* & **	* & **	* & **	2,869	1/251
69	* & **	* & **	* & **	2,869	1/251
70	* & **	* & **	* & **	2,869	1/251
71	* & **	* & **	* & **	3,116	1/251
72	* & **	* & **	* & **	2,584	1/251
80	* & **	* & **	* & **	3,116	1/251
81	* & **	* & **	* & **	3,225	1/251
82	* & **	* & **	* & **	3,225	1/251
83	* & **	* & **	* & **	3,225	1/251
84	* & **	* & **	* & **	3,225	1/251
91	* & **	* & **	* & **	2,924	1/251
92	* & **	* & **	* & **	2,924	1/251
93	* & **	* & **	* & **	2,924	1/251
94	* & **	* & **	* & **	3,870	1/251
TOTAL UNITS IN PHASE 3 = 20					
PHASES 1, 2 & 3		TOTAL UNITS IN PHASES 1, 2 & 3 = 251			1



201010190456 51 PGS
10/19/2010 11:37am \$112.00
SNOHOMISH COUNTY, WASHINGTON

WHEN RECORDED, RETURN TO:

Encore Homes, Inc.

David B. Johnson

1801 Grove Street, Unit B, Marysville, Washington

98270

360-659-1579

FOR ASSESSOR/RECORDING ISSUES:

James C. Middlebrooks

3050 Belmonte Lane

Everett, WA 98201

425-252-2693 / Pete@jcmiddlebrooks.com

DOCUMENT TITLE(S):

**DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR
FOX RUN, A SINGLE FAMILY CONDOMINIUM**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: NONE

GRANTOR(S):

Encore Homes, Inc.; Garrett Family, LLC

Grantee(s): (Project Name)

FOX RUN, A SINGLE FAMILY CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SEC. 33, TWN. 34N, RGE. 5E, W.M.

XX Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

010610-000-013-10 Through 010610-000-287-00

☐ Additional legal is on Exhibit A of the document

NOTICE TO RECORDER'S OFFICE: AS REQUIRED BY RCW CHAPTER 64.34, AT THE TIME OF RECORDING OF THIS DECLARATION INSERT DATA FOR THE SURVEY MAP AND PLANS RECORDED IN CONNECTION HERewith. The Survey Map and Plans of the Condominium referred to herein filed with the Recorder of Snohomish County, Washington, simultaneously with the recording of this Declaration under File No. 201010195002 in Volume of Condominiums, pages through .

**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
FOX RUN, A SINGLE FAMILY CONDOMINIUM**

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Order: GFZX6NYYY
Address: 4541 148th St NE
11-2026
Document not for sale
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**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
FOX RUN, A SINGLE FAMILY CONDOMINIUM**

Pursuant to the Act defined in Section 1.8.1, and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole owner(s), lessee(s) or possessor(s) of said Property, make the following Declaration. By acceptance of a Conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, Foreclosures, or sales of Units under security instruments.

The name of this Condominium is Fox Run, a Single Family Condominium.

DEVELOPMENT PLAN

- A. The recording of the Master Declaration and related Survey Map and Plans (and amendments thereto) created "The Meadows in Marysville, A Master Condominium Community" ("Master Condominium") containing:
1. Two hundred and eighty-seven (287) units ("Single Family Master Units"), each to contain one (1) dwelling structure, units 1 through 287, inclusive, (collectively "Single Family Master Units");
 2. Fourteen (14) units ("Multifamily Master Units"), each to contain one (1) multifamily structure, units 288A through 288N, inclusive, (collectively "Multifamily Master Units");
 3. For a total of three hundred and one (301) units (collectively "Master Units").
- B. The Meadows in Marysville Master Owners Association ("Master Association") was created by the filing of Articles of Incorporation ("Master Articles") for the Master Association and the Bylaws ("Master Bylaws") for the Master Association.
- C. By the recording of one (or more) condominium declaration(s) and survey map and plan(s), one (or more) Multifamily Subcondominiums ("Multifamily Subcondominiums") have been or may be created within Master Units 288A through 288N and be comprised one or more multifamily structures, each containing condominium dwelling units. Each Multifamily Condominium may be expanded by adding additional Master Units.
- D. A Multifamily Subcondominium Association ("Multifamily Subcondominium Association") has been or will be created for each Multifamily Subcondominium by the filing of Articles of Incorporation ("Multifamily Subcondominium Association Articles") and Multifamily Subcondominium Association Bylaws ("Multifamily Subcondominium Association Bylaws").
- E. By the recording of one (or more) condominium declaration(s) and survey map and plan(s), one (or more) Single Family Subcondominiums ("Single Family Condominiums") have been or may be created. Each Single Family Subcondominium will contain a number of Master Units, and each such Unit will contain a single family dwelling. Each Single Family Condominium may be expanded by adding additional Master Units.
- F. A Single Family Subcondominium Association ("Single Family Subcondominium Association") has been or will be created for each Single Family Subcondominium by the filing of Articles of Incorporation ("Single Family Subcondominium Association Articles") and the Single Family Subcondominium Association Bylaws ("Single Family Subcondominium Association Bylaws").
- G. The Multifamily Subcondominiums and the Single Family Subcondominiums shall collectively be referred to as the "Subcondominiums". The Multifamily Subcondominium Associations and the Single Family Subcondominium Associations shall collectively referred to as the "Subassociations".

**Article 1
INTERPRETATION**

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

1.2 Consistent with Act. The terms used herein are intended to have the same meaning given in the Act unless

the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

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

1.4. Percentage of Owners or Mortgagees. For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee holds Mortgages on, more than one Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

1.5: Declarant Is Original Owner. Declarant is the original Owner of all Units and the Property, and will continue to be deemed the Owner thereof until Conveyances or documents changing such ownership regarding specifically described Units are recorded.

1.6 Captions and Exhibits. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.7 Inflationary Increase in Dollar Limits. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board of Association may, in the discretion of the Board, be increased proportionately by the increase in the consumer price index for the City of Seattle, Washington for All Urban Consumers, prepared by the United States Department of Labor for the base period January 1 of the calendar year following the year in which this Declaration was recorded, to adjust for any deflation in the value of the dollar.

1.8 Definitions

1.8.1 "The Act" means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34) as amended.

1.8.2 "Affiliate" means any Person who controls, is controlled by, or is under common control with the referenced Person. A Person "controls" another Person if the Person: (a) is a general partner, officer, director, or employer of the referenced Person; (b) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting interest in the referenced Person; (c) controls in any manner the election of a majority of the directors of the referenced Person; or (d) has contributed more than twenty percent of the capital of the referenced Person. A Person "is controlled by" another Person if the other Person: (i) is a general partner, officer, director, or employer of the Person; (ii) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting interest in the Person; (iii) controls in any manner the election of a majority of the directors of the Person; or (iv) has contributed more than twenty percent (20%) of the capital of the Person. Control does not exist if the powers described in this subsection are held solely as security for an obligation and are not exercised.

1.8.3 "Allocated Interests" means those undivided interests in the Common Elements, the Common Expense Liability, Limited Common Expense Liability, and votes in the Association allocated to each Unit more particularly provided for in Article 8 and as shown in Exhibit B.

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

1.8.5 "Association" means the Unit Owners' Association organized under RCW 64.34.300 and this Declaration.

1.8.6 "Board" or "Board of Directors" means the body, regardless of name, with primary authority to manage the affairs of the Association as provided for in Article 10.

1.8.7 "Books and Records of the Association" means all financial and other records, in whatever form they are kept, that are the property of the Association; and does not mean records that are the property of a Person other than the Association, even though such records that are the property of a Person other than the Association might be discoverable under the laws of Washington governing judicial proceedings. "Books and Records" that are the property of the Association shall be given the broadest possible meaning and shall include, without limitation, exception or qualification, the following:

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

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

(c) All financial records, including without limitation canceled checks, bank statements, and financial statements of the Association and source documents from the time of incorporation of the Association through the current date;

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

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

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

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

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

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

(j) A roster of Unit Owners, Officers and Board members and Eligible Mortgagees and their addresses and telephone numbers, if known;

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

(l) All reports, documents, communications or written instruments pertaining to any litigation or other legal or mediation/arbitration proceeding (whether pending, threatened, or under consideration) to which the Association (or Board, Officer or Unit Owner (to the extent acting on behalf of the Association)) is or may be a party, or which may relate to or affect the Condominium (or any part thereof); and

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

1.8.8 "Bylaws" shall mean the Bylaws of the Association provided for in Article 9.

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

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

1.8.11 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to RCW 64.34.224 and this Declaration.

1.8.12 "Condominium" means Real Property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of those portions. Real Property is not a Condominium unless the undivided interests in the Common Elements are vested in the Unit Owners, and unless a Declaration and a Survey Map and Plans have been recorded pursuant to the Act.

1.8.13 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

1.8.14 "Declarant" means (a) any Person who executes as Declarant this Declaration; or (b) any Person who reserves any Special Declarant Right in this Declaration; or (c) any Person who exercises Special Declarant Rights or to whom Special Declarant Rights are transferred; or (d) any Person who is the owner of a fee interest in the Real Property which is subjected to this Declaration at the time of the recording of an instrument pursuant to RCW 64.34.316 and who directly or through one or more Affiliates is materially involved in the construction, marketing, or sale of Units in the Condominium created by the recording of the instrument.

1.8.15 "Declarant Control" means the right of the Declarant or Persons designated by the Declarant to appoint and remove officers and members of the Board of directors, or to veto or approve a proposed action of the Board or Association, pursuant to RCW 64.34.308(4) or (5) and this Declaration. In no event shall exercising the voting rights allocated to a Unit or Units owned by the Declarant or Declarant's Affiliates be deemed "Declarant Control". Declarant has not reserved Declarant Control.

1.8.16 "Declaration" means this Declaration and any amendments thereto.

1.8.17 "Development Rights" means any right, if expressly reserved by the Declarant in this Declaration to: (a) add Real Property or improvements to the Condominium; (b) create Units, Common Elements, or Limited Common Elements within Real Property included or added to the Condominium; (c) subdivide Units or convert Units into Common Elements; (d) withdraw Real Property from the Condominium; or (e) reallocate Limited Common Elements with respect to Units that have not been conveyed by the Declarant.

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

1.8.19 "Dwelling Unit", "Attached Dwelling Unit", "Detached Dwelling Unit" - "Dwelling Unit" means a Unit Structure that under local law may legally be occupied as a single family dwelling. "Detached Dwelling Unit" means a Dwelling Unit that is not physically attached to another Dwelling Unit. "Attached Dwelling Unit" means a Dwelling Unit that is physically attached to another Dwelling Unit.

1.8.20 "Eligible Mortgagee" means a Mortgagee of a Unit or the Mortgagee of the Condominium that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

1.8.21 "Foreclosure" means a forfeiture or judicial or nonjudicial Foreclosure of a Mortgage or a deed in lieu thereof.

1.8.22 "Identifying Number" means the designation of each Unit in the Condominium.

1.8.23 "Limited Common Element" means a portion of the Common Elements allocated by this Declaration (or by subsequent amendments thereto) or by operation of law for the exclusive use of one or more but fewer than all of the Units as provided in this Declaration.

1.8.24 "Limited Common Expense" means expenditures made by or financial liabilities of the Association which are related to a Limited Common Element including without limitation expenses relating to the maintenance, repair and replacement of the Limited Common Element (together with any allocations to reserves), and any other costs allocated solely to one or more but fewer than all of the Units.

1.8.25 "Limited Common Expense Liability" means the liability for Limited Common Expenses allocated to each Unit pursuant to the Act and this Declaration.

1.8.26 "Manager" means the Person retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such Person and as are provided

in a written agreement between such Person and the Association.

1.8.27 "Master Association" means an organization described in RCW 64.34.276, whether or not it is also an Association described in RCW 64.34.300.

1.8.28 "Mortgage" means a mortgage or deed of trust that creates a lien against a Unit and also means a real estate contract for the sale of a Unit.

1.8.29 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by Mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee.

1.8.30 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit, which mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also be deemed to include the Mortgagee of the Condominium.

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1.8.31 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Declaration affects; which Mortgage was either: recorded prior to the recordation of this Declaration; or was recorded against all Units after the recordation of this Declaration but prior to the recorded Conveyance of any Unit. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units.

1.8.32 "Notice and Opportunity to be Heard" means the procedure described in Article 11 of this Declaration.

1.8.33 "Person" means a natural Person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entities.

1.8.34 "Phase" or "Phases" relates to a Development Right which may have been reserved by the Declarant in this Declaration to develop and establish the Condominium in more than one (1) Phase, and (subsequent to the initial recording of this Declaration) to add to the Condominium additional land, Units, Unit Structures and other improvements located thereon.

1.8.35 "Property" or "Real Property" means any fee, leasehold or other estate or interest in, over, or under the land described in Exhibit A, including structures, fixtures, and other improvements thereon, and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a Conveyance of land although not described in the contract of sale or instrument of Conveyance. "Property" includes parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and all personalty intended for use in connection therewith.

1.8.36 "Purchaser" means any Person, other than a Declarant or a Dealer, who by means of a Disposition acquires a legal or equitable interest in a Unit other than: (a) a leasehold interest, including renewal options, of less than twenty (20) years at the time of creation of the Unit, or (b) as security for an obligation.

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

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

1.8.39 "Special Declarant Rights" means rights reserved in this Declaration for the benefit of Declarant to:

(a) Complete improvements indicated on the Survey Maps and Plans filed with this Declaration under RCW 64.34.232;

(b) Exercise any Development Right under Section 23.2;

(c) Maintain sales offices, management offices, signs advertising the Condominium, and models under Section 23.1.2;

(d) Use easements through the Common Elements for the purpose of making

improvements within the Condominium or within Real Property which may be added to the Condominium;

(e) Make the Condominium part of a larger Condominium or development under RCW 64.34.280;

(f) Make the Condominium subject to a Master Association under RCW 64.34.276; or

(g) Appoint or remove any officer of the Association or any Master Association or any member of the Board of directors, or to veto or approve a proposed action of the Board or Association, during any period of Declarant Control under RCW 64.34.308(4).

Declarant reserves all such Special Declarant Rights for its benefit; provided, Declarant does not reserve Declarant Control as defined in Section 1.8.16 and in subsection (g), above.

1.8.40 "Survey Map and Plans" means the survey map and the plans recorded simultaneously with this Declaration and any amendments, corrections, and addenda thereto subsequently recorded.

1.8.41 "Timeshare" shall have the meaning specified in the Timeshare Act, RCW 64.36.010(11). Unless otherwise specifically provided in this Declaration, Timesharing of Units is prohibited.

1.8.42 "Unit" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to RCW 64.34.216(1)(d) and this Declaration.

1.8.43 "Unit Owner" means, subject to Section 1.9.5, a Declarant or other Person who owns a Unit but does not include a Person who has an interest in a Unit solely as security for an obligation, or is merely "Renting" or "Leasing" a Unit as defined in Section 1.8.37. A "Unit Owner" is also sometimes referred to herein as an "Owner" or collectively (more than one Unit Owner) as the "Owners". "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

1.8.44 "Unit Structure" means the improvements located or to be located within a Unit.

1.9 Construction and Validity

1.9.1 All provisions of this Declaration and the Bylaws are severable.

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

1.9.3 In the event of a conflict between the provisions of this Declaration and the Bylaws, this Declaration prevails except to the extent this Declaration is inconsistent with the Act.

1.9.4 The creation of this Condominium shall not be impaired and title to the Unit and Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of this Declaration or the Survey Map and Plans or any amendment thereto to comply with the Act.

1.9.5 If this Declaration or the Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition contained in Section 1.8 above, the term "Unit Owner" in such context shall, unless this Declaration or Bylaws otherwise provide, be deemed to include any director, officer, partner in, agent, or trustee of any Person, who is, either alone or in conjunction with another Person or Persons, a Unit Owner. Any officer or director of the Association who would not be eligible to serve as such if he or she were not a director, officer, partner in, agent, or trustee of such a Person shall be disqualified from continuing in office if he or she ceases to have any such affiliation with that Person, or if that Person would have been disqualified from continuing in such office as a natural Person.

Article 2 DESCRIPTION OF REAL PROPERTY

The Real Property included in the Condominium is described in Exhibit A attached hereto.

Article 3 DESCRIPTION OF UNITS

Exhibit B attached hereto sets forth the following:

3.1 Number of Units. The number of Units which Declarant has created and reserves the right to create.

3.2 Unit Number. The Identifying Number of each Unit created by this Declaration.

3.3 Unit Description. With respect to each existing Unit:

3.3.1 The approximate square footage; and

3.3.2 Because the Unit is an envelope of defined space (which may in the future, but not necessarily on this Declaration's recording date, contain a Dwelling Unit), this Declaration may not specify the number of bathrooms, bedrooms and fireplaces within a Dwelling Unit or the building levels on which the Dwelling Unit is located.

3.4 Access to Common Ways and Public Streets. Each Unit has direct access to the Common Elements, and all such Common Elements have direct access to public streets.

Article 4 BOUNDARIES

4.1 Unit Boundaries. Units shall consist of an envelope of space, the perimeter boundaries of which are on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. A Unit shall include all structures, improvements, and fixtures now or hereafter located within said space.

4.2 Monuments as Boundaries. Any physical boundaries of a Unit (including fences) constructed in substantial accordance with the original Survey Map and Plans become its boundaries rather than the metes and bounds description expressed in the Survey Map and Plans, regardless of settling or lateral movements of the said physical boundaries or minor variances between boundaries shown on the Survey Map and Plans and those of any said physical boundaries. This Section does not relieve a Declarant or any other Person of liability for failure to adhere to the Survey Map and Plans.

4.3 Relocation of Boundaries; Adjoining Units

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

4.3.2 Survey Map and Plans. The Association shall obtain and record Survey Maps or Plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and Identifying Numbers.

Article 5 DESCRIPTION OF OTHER IMPROVEMENTS

Exhibit A attached hereto sets forth the following:

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

5.2 Parking. The number of covered, uncovered or enclosed parking spaces, if any.

5.3 Moorage Slips. The number of moorage slips, if any.

Article 6 COMMON ELEMENTS

6.1 Description. Except as otherwise specifically allocated by the provisions of Article 7 or other provisions of this Declaration or amendments hereto, the Common Elements consist of all portions of the Condominium except Units and include the following:

Unit.

6.1.1 The Real Property described in Exhibit A, and improvements thereto, which are not part of a

6.1.2 Installations of utility services such as: power, light, gas and hot water, and in general all apparatus and installations existing for common use; but excluding plumbing, electrical and similar fixtures, which fixtures are located within a Unit for the exclusive use of that Unit.

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

6.1.4 The yards, gardens, landscaped areas and walkways (not part of a Unit or not assigned as Limited Common Elements by this Declaration or amendments thereto) which surround and provide access to the Units or are used for recreational purposes.

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

6.2 Right to Use. Subject to the Act and the Act and this Declaration, each Unit Owner shall have a right to use the Common Elements in common with all other Owners.

Article 7 LIMITED COMMON ELEMENTS

7.1 Limited Common Elements. The Limited Common Elements, if any, are allocated for the exclusive use of the Unit Owner or Owners of the Unit or Units to which they are allocated and, in addition to any Limited Common Elements provided by law, shall consist of such other Limited Common Elements, if any, as may be described in other provisions of this Declaration including Exhibit A attached hereto (or amendments thereto) or depicted and labeled on the Survey Map and Plans (or amendments thereto).

7.2 Boundary.

7.2.1 The boundary of a Limited Common Element shall be as depicted on the Survey Map and Plans; but if not so depicted, then as established by a fence, curb or similar improvement constructed or authorized by either the Declarant or Association Board.

7.2.2 Any yard area (which is outside the Unit boundary, but is inside a privacy fence), and any driveway (which is outside the Unit boundary, but is inside the edge of an adjacent curb), shall be deemed to be a Limited Common Element for the exclusive use of such Unit; provided, that this Section 7.2.2 shall not apply to any "Fence Area" or "Deck Area" depicted on the Survey Map and Plans (and provided for by Section 11.4) or to any "Shared Access Easement", "Yard Easement", "Fence Easement" or similar easement identified on the Survey Map and Plans (and provided for by Section 19.6).

7.3 Reallocation

7.3.1 Reallocation Between Units. Except in the case of a reallocation being made by Declarant pursuant to a Development Right reserved in this Declaration, a Limited Common Element may only be reallocated between Units with the approval of the Board and by an amendment to this Declaration executed by the Owners of the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this subsection within thirty (30) days, unless the proposed reallocation does not comply with the Act or this Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment shall be recorded in the names of the parties and of the Condominium.

7.3.2 Common Element to Unit, Etc. Except in the case of a reallocation or incorporation being made by Declarant pursuant to a Development Right reserved in this Declaration, and unless otherwise provided in this Declaration, the Owners of Units to which at least sixty-seven percent (67%) of the votes are allocated, including the Owner of the Unit to which the Limited Common Element will be assigned or incorporated, must agree to reallocate a Common Element as a Limited Common Element or to incorporate a Common Element or a Limited Common Element into an existing Unit. Such reallocation or incorporation shall be reflected in an amendment to this Declaration, and the Survey Map, or Plans.

7.3.3 Reallocation Costs. The parties requesting the reallocation or incorporation shall be responsible

for payment of all costs relating to the reallocation or incorporation, including without limitation the payment of the costs and expenses incurred in preparation and recording of an amendment to this Declaration and the Survey Map and Plans.

Article 8 ALLOCATED INTERESTS

The Allocated Interests of each Unit (that is, the undivided interest in the Common Elements, the Common Expense Liability and the votes in the Association allocated to each Unit) are set forth in Exhibit B attached hereto. The Allocated Interest appertaining to each Unit cannot be changed except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of Conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported Conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated Interest made without the Unit to which that Interest is allocated is void.

Article 9 OWNER'S ASSOCIATION

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 09/12/10
Document: 235202
9.1 Form of Association. The Association shall be organized as a nonprofit corporation under the laws of the State of Washington and shall be known as "Fox Run, a Single Family Condominium Owners Association".

9.2 Membership.

9.2.1 Qualification. Each Unit Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract Purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association.

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

9.3 Voting

9.3.1 Number of Votes. The total voting power of all Owners shall be equal to the total number of Units, with one vote allocated to each Unit.

9.3.2 Multiple Owners. If only one of the multiple Owners of a Unit is present at a meeting of the Association, the Owner who present is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Unit.

9.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one Person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual written notice of revocation to the Person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven (11) months after its date of issuance.

9.3.4 Association Owned Units. No votes allocated to a Unit owned by the Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

9.3.5 Pledged Votes. If a Unit Owner is in default under a first Mortgage on the Unit for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Unit Owner or Owners have otherwise

pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Unit Owners and their respective Mortgagees, if any.

9.4 Meetings, Notices and Quorums.

9.4.1 Meetings. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or by Unit Owners having twenty percent (20%) of the votes in the Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to this Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

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9.4.2 Quorums.

(a) A quorum is present throughout any meeting of the Association if the owners of Units to which twenty-five (25%) percent of the votes of the Association are allocated are present in Person or by proxy at the beginning of the meeting.

(b) A quorum is deemed present throughout any meeting of the Board if Persons entitled to cast fifty percent (50%) of the votes on the Board are present at the beginning of the meeting.

9.5 Bylaws of Association

9.5.1 Adoption of Bylaws. Bylaws (and amendments thereto) for the administration of the Association and the Condominium, and for other purposes not inconsistent with the Act or with the intent of this Declaration shall be adopted by the Association upon concurrence of those voting Unit Owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

9.5.2 Bylaws Provisions. The Bylaws may contain supplementary, not inconsistent, provisions regarding the operation and administration of the Condominium.

Article 10 MANAGEMENT OF CONDOMINIUM

10.1 Administration of the Condominium. The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association all of which are incorporated herein by reference and made a part hereof.

10.2 Election and Removal of Board and Officers.

10.2.1 Election By Owners, In General. The Unit Owners (including Declarant and any Affiliate of Declarant to the extent Units are owned by Declarant or any such Affiliate) shall elect a Board of at least three (3) members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

10.2.2 Election By Unit Owners, Other Than Declarant.

(a) The affairs of the Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant.

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

(c) Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant still owned all of the Units), and unless the Bylaws are amended at that meeting, the Board shall be composed of at least three (3) Members (not including a Board member designated by Declarant), a majority of whom must be a Unit Owner; provided, the Declarant (or a representative of Declarant) shall have the right (which may not be terminated by amendment to this Declaration or the Bylaws, and which shall continue so long as any Special Declarant Rights or Development Rights remain in effect or Declarant has any obligation or liability of any express or implied warranty) to serve as a full non-voting member of the Association Board (with all of the rights and powers of a Board member except for the right to vote).

10.2.3 Taking Office; Officers. The Board shall elect the officers of the Association. Such members of the Board and officers shall take office upon election.

10.2.4 Removal. The Unit Owners, by a two-thirds (2/3's) vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause.

10.3 Management by Board.

10.3.1 On Behalf of Association. Except as otherwise provided in this Declaration, the Bylaws, Section 10.3.2 or the Act, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

10.3.2 Not on Behalf of Association. The Board shall not act on behalf of the Association to amend this Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Section 21.1 to terminate the Condominium pursuant to RCW 64.34.268, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board pursuant to Section 10.2; but the Board may fill vacancies in its membership for the unexpired portion of any term.

10.4 Authority of the Association.

10.4.1 The Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and the Bylaws and shall have all powers and authority permitted to the Association under the Act and this Declaration, including without limitation, the power to:

- (a) Adopt and amend the Bylaws, and rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses and Limited Common Expenses from Unit Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
- (d) Subject to the provisions of this Declaration, institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium, but not on matters affecting an individual Unit; *provided*, that on matters affecting a Unit the Association must obtain the prior written consent of the Owner of the Unit affected;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;
- (g) Cause additional improvements to be made as a part of the Common Elements;
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 10.8;
- (i) Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;
- (j) Impose and collect any payments, fees, or charges for the use, rental, or operation of the

Common Elements, and for services provided to Unit Owners;

(k) Impose and collect charges for late payment of Assessments and, after Notice and Opportunity to be Heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in this Declaration or the Bylaws or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Unit Owners for violations of this Declaration, Bylaws, and rules and regulations of the Association;

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

(m) Provide for the indemnification of its officers and Board, and maintain directors' and officers' liability insurance;

(n) Assign its right to future income, including the right to receive Common Expense Assessments, but only to the extent this Declaration so provides;

(o) Exercise any other powers conferred by this Declaration or the Bylaws;

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

(q) Exercise any other powers necessary and proper for the governance and operation of the Association;

(r) Maintain and repair any Unit, its appurtenances and appliances, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or to preserve the appearance and value of the Condominium, and if the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner; provided, that the Board shall levy a special charge against the Unit of such Unit Owner for the cost of such maintenance or repair; and

(s) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Unit Owners and the Units responsible to the extent of their responsibility.

10.4.2 The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of a majority of Unit Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Unit Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power.

10.4.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Unit Owners or any of them.

10.4.4 The Board and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be repaired by the Board and paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Unit Owners, or requested by its Unit Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units and Limited Common Elements.

10.5 Borrowing by Association. In the discharge of its duties and the exercise of its powers as set forth in

Section 10.4.1, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Unit Owner thereof) for said Unit's pro rata share of said borrowed funds and the obligation to pay said pro rata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit. Provided, that the Owner of a Unit may remove said Unit and the Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such Assessment by payment of the Allocated Interest in Common Expense Liability attributable to such Unit. Subsequent to any such payment, discharge, or satisfaction, the Unit and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.

10.6 Association Records and Funds.

10.6.1 Records and Audits. The Association shall keep financial records sufficiently detailed to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All Books and Records of the Association (as defined in Section 1.8) shall be made reasonably available (at all reasonable hours of weekdays or under other reasonable circumstances) for examination and copying by Declarant, and any Unit Owner, Mortgagee, insurer and guarantor of any Mortgage on any Unit, or their agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. If this Condominium consists of fifty (50) or more Units, the financial statements of the Condominium shall be audited at least annually by a certified public accountant. If this Condominium consists of fewer than fifty (50) Units, an annual audit is also required but may be waived annually by Unit Owners (other than the Declarant) to which sixty percent (60) of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

10.6.2 Fund Commingling. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any Manager of the Association or any other Person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two (2) Persons who are either officers or directors of the Association.

10.7 Association as Trustee. With respect to a third Person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third Person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third Person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third Person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

10.8 Common Elements, Conveyance, Encumbrance.

10.8.1 In General. Portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association if the Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant or an Affiliate of Declarant, agree to that action; but all the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale or financing are an asset of the Association.

10.8.2 Agreement. An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Condominium is situated and is effective only upon recording.

10.8.3 Conditions Precedent. The Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to Sections 10.8.1 and 10.8.2. Thereafter, the Association has all powers necessary and appropriate to effect the Conveyance or encumbrance, including the power to execute deeds or other instruments.

10.8.4 Void Transactions. Any purported Conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this Section, is void.

10.8.5 Support Right. A Conveyance or encumbrance of Common Elements pursuant to this Section shall not deprive any Unit of its rights of access and support.

10.8.6 Prior Encumbrances. A Conveyance or encumbrance of Common Elements pursuant to this section shall not affect the priority or validity of preexisting encumbrances either on Units (and their Allocated Interest in Common Elements) or on Common Elements.

10.9 Termination of Contracts and Leases. If entered into before the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office, the Association may, without penalty, upon not less than ninety (90) days notice to the other party, or within such lesser notice period provided for without penalty in the contract or lease, terminate: (1) any management contract, employment contract, or lease of recreational or parking areas or facilities, (2) any other contract or lease between the Association and a Declarant or an Affiliate of a Declarant, or (3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing. This Section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the Real Property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this Section.

10.10 Governmentally Required Maintenance, etc. Except as otherwise provided in this Declaration, any insurance, maintenance, repair, replacement, alteration or other work, or the monitoring of such work, which is required by any governmental entity (including without limitation, federal, state or local government, public or private utility provider, local improvement district, or other governmental or quasi-governmental entity or agency), and regardless of whether such requirement is now or hereafter established, and whether imposed in connection with a building permit or other governmental approval or requirement, and whether involving land within public rights of way or subject to ownership or exclusive use of one Owner, shall not be the responsibility of the Declarant, but rather shall be the sole and exclusive responsibility of: (1) the Association with respect to matters affecting the Common Elements and any cost incurred in connection therewith shall be a Common Expense; or (2) the Unit Owner with respect to matters affecting only the Unit and any cost incurred in connection therewith shall be payable by the Owner. In furtherance of the generality of the foregoing, and not by way of limitation, such work shall include: maintenance of any grass-lined swales and proper disposal of clippings; maintenance of wetland plantings; replacement of wetland and landscape plantings that die during any required maintenance period; maintenance of public and private storm sewer and retention systems. Declarant shall have the right, but not the obligation, to perform any such work if the Association (as to matters affecting the Common Elements) or the Unit Owner (as to matters affecting only the Unit) fails to do so. The Association (as to matters for which it is responsible) and the Unit Owner (as to matters for which the Unit Owner is responsible) shall promptly upon demand reimburse Declarant for any costs directly or indirectly incurred by Declarant as a result of the Declarant performing, or the Association's or Owner's failure to perform, such work (including any work necessary to obtain a release, or avoid a forfeiture, of any cash deposit or other bond made by Declarant).

10.11 Maintenance, Repair, Inspection and Warranty Procedure. The Association shall defend, indemnify and hold Declarant harmless from any expense or claim arising from or relating to any Association's failure to promptly and properly maintain, repair or inspect the Condominium (or any part thereof); or the Association's failure to promptly and properly make a claim (or comply with dispute resolution procedures) under any warranty obtained or issued by Declarant. Declarant shall not be liable under any express or implied warranty (including without limitation the Washington Condominium Act implied warranties) for loss or damage which the Association or Owners have not taken timely action to minimize, or which is caused or made worse by a failure to properly and promptly maintain, repair, or inspect (including without limitation failure to fully comply with any inspection, monitoring, maintenance or repair checklist, manual or recommendation provided by Declarant or by a contractor, subcontractor or manufacturer to the Association or Owners).

10.12 Association Litigation.

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

10.12.2 The provisions of this Section 10.12 shall not apply to Legal Proceedings, as a result of which the Association could not be held responsible for costs of suit (including fees for attorneys, experts, witnesses, investigations and other costs of suit) in an aggregate amount of not more than five thousand dollars (\$5,000) (including without limitation fees contingent on a result), and which involve:

(a) Collection of delinquent regular or special Assessments, the enforcement of any Assessment lien, and interest and penalties in connection therewith;

(b) Collection of monies owed to the Association, or recovery of damages caused to the Association or Condominium (or any part thereof), when the principal amount to be recovered involves less than twenty-five thousand dollars (\$25,000);

(c) Enforcement of the provisions of this Declaration, Articles, Bylaws or rules and regulations of the Association;

(d) Defense of a claim against the Association, when the principal amount to be recovered involves less than \$25,000; or

(e) the filing of a complaint, answer or other pleading for the limited purpose satisfying a statute of limitation deadline, avoiding entry of a default order or judgement, or preventing personal injury or serious harm to the Condominium (if such purpose is certified in good faith by the Association's attorney), but except for this limited purpose the other conditions of Section 10.12 must be satisfied.

10.12.3 In order for the Association (or the Board acting on behalf of the Association) to institute, defend, or intervene in Legal Proceedings, and in order for the Association to become obligated in the aggregate sum in excess of five thousand dollars (\$5,000), to professionals, consultants or other experts in connection with Legal Proceedings, the following conditions must first be satisfied:

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

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

(c) A copy of the Litigation Summary shall be transmitted to all Owners, together with a written notice of the Owner's right of access to the Books and Records of the Association as provided in Section 10.6.1, and a written notice of a special Owners' meeting to be convened as provided in this Declaration, at which meeting the Declarant (and its representatives shall be entitled to attend and participate in on a non-voting basis).

(d) The Owners holding sixty-seven percent (67%) of the total Association voting power must grant approval for the Association (or the Board acting on behalf of the Association) to institute, defend, or intervene in Legal Proceedings; provided, that under no circumstances may Legal Proceedings be commenced against Declarant (or Declarant's contractor, subcontractors, vendors, suppliers or other professionals) with respect to any alleged construction defect or other condition which Declarant has agreed in writing to remedy and is proceeding with reasonable due diligence to do so.

Article 11 USE; REGULATION OF USES; ARCHITECTURAL UNIFORMITY

11.1 Residential Units. The Units shall be used: for Residential Purposes (as defined in Section 1.8, above) only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a Dwelling Unit, without regard to whether the Unit Owner or occupant resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis; for such other reasonable ancillary purposes commonly associated with a Dwelling Unit and otherwise in compliance with this Declaration and applicable law in a Dwelling Unit; for the common social, recreational or other reasonable uses normally incident to such purposes; and for purposes of operating the Association and managing the Condominium.

11.2 Vehicle Parking Restrictions.

11.2.1 Parking on all streets within the Condominium must comply with all applicable governmental laws, rules and regulations, the provisions of this Declaration and the Association's reasonable rules and regulations. The streets within the Condominium (even if private roads) are (unless otherwise clearly marked) designated as fire lanes.

to be clear for emergency access at all times. Parking on all streets within the Condominium must comply with all applicable governmental laws, rules and regulations, the provisions of this Declaration and the Association's reasonable rules and regulations.

11.2.2 Garages shall be used primarily for the parking of operable motor vehicles regularly used by occupants of the dwelling. No garage shall be used for a storage, work or shop area (including the storage of an inoperable vehicle or a vehicle not regularly used by occupants) if such use impairs the ability of occupants to park in such garage an operable motor vehicle regularly used by occupants. Occupants shall first make full use of the garage parking space, and the driveway parking space, for the parking of an operable motor vehicle regularly used by an occupant so as to avoid unnecessarily requiring use of street parking by the occupants, and their guests and service contractors. Garages may not be converted to living space without the approval of the Board.

11.2.3 No vehicle shall be parked on any driveway that extends into the streets or sidewalks of the Condominium or otherwise inhibits vehicular or pedestrian traffic thereon, or blocks mailboxes. Inoperable or unlicensed vehicles, recreational vehicles, commercial-type vehicles, campers, trailers, motor homes, or boats are not allowed to be stored in driveways or in the street space (they must be parked in enclosed garages); provided, that a car, van or pickup truck with a single rear axle shall not be considered a commercial vehicle even if a business or other logo is attached. Vehicles may not be parked on the street for more than seven (7) continuous days.

11.2.4 Basic maintenance (such as washing or oil changes) of vehicles regularly used by occupants may be performed, with a duration of not more than one (1) day, in driveways. In no event may tools or other vehicle maintenance materials or parts be left visible from other homes, common elements or streets following such maintenance.

11.2.5 The Association may direct that any vehicle or other thing improperly parked or kept in a garage, driveway, common parking space, or on private roads or sidewalks be removed at the risk and cost of the owner thereof.

11.3 Common Elements. Each Owner shall have the right to use the Common Elements in common with all other Owners. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements shall be governed by the provisions of the Act, this Declaration, the Bylaws, and the rules and regulations of the Association. The right to use the Common Element private roads includes the right to use such roads to access adjoining public roads. Common drives, walks, corridors, stairways and other general Common Elements shall be used exclusively for normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board.

11.4 Unit Maintenance. Subject to the provisions of Section 11.5:

11.4.1 Standard of Condition. Each Unit Owner shall, at his sole expense, have the right and the duty to keep the interior and exterior of his Unit and its structures, improvements, equipment, appliances, and appurtenances in good order, condition and repair. Each Unit Owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any structures, improvements, plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which may be in or connected with his Unit.

11.4.2 Additional Rights and Duties. Without limiting the generality of the foregoing, each Owner shall have the right, at his sole cost and expense, to construct, alter, maintain, repair, paint, paper, panel, plaster, tile, and finish: the windows; window frames; doors; door frames and trim; and the ceilings, floors, and the walls of any Dwelling Unit located within his Unit; and shall not permit or commit waste of his Unit or the Common Elements. This Section shall not be construed as permitting any violation of any other provision of this Declaration or any interference with or damage to, or interference with the use and enjoyment of the Common Elements or of the other Units or any of them, nor shall it be construed to limit the powers or obligations of the Association or Board hereunder.

11.4.5 Landscaping.

a. Except as otherwise provided herein, each Owner shall be responsible for the maintenance and repair of the entire yard and irrigation system within the Owner's Unit, including (without limitation) the requirements for fertilizers, re-planting, weed control and all other aspects of landscaping care and maintenance. No Owner shall allow the lawn or landscaping to die or deteriorate or allow waste, rubbish, trash, animal waste, or other material to accumulate on the grounds of their Unit. The Association shall have and retain the right to demand that each Owner maintain and replace the lawn, landscaping, irrigation system and other landscaping within the Owner's Unit. If any portion of the Unit is not maintained properly, or if the Owner fails to properly install or maintain the lawn, landscaping, or irrigation system, the Board may notify the Owner of such failure, and instruct the Owner to remedy such failure. If the Owner does not remedy such failure within fifteen (15) days after such Notice and Opportunity to be Heard, then the Association shall

have the right to contract for the completion of the required work and levy a special Assessment against the Owner for the cost. Any material modifications to the landscaping are subject to Board approval pursuant to the same procedure specified in Section 11.5

b. Except as provided in Section 11.4.5(a), above, the Association shall be responsible for maintenance, repair and upkeep of all landscaping (including, without limitation, the requirements for fertilizers, re-planting, weed control and all other aspects of landscaping care and maintenance), and any associated irrigation system(s) within the entire Condominium, including the Common Elements. Any material modifications to the landscaping are subject to Board approval pursuant to the same procedure specified in Section 11.5. Unit Owners are strictly prohibited from making any alterations to any landscaping (especially street trees) located in the front yards of their Units.

c. The Association may, in the discretion of the Board, perform and pay for as a Common Expense for the repair and maintenance of all (or such portion as the Board may determine) of the landscaping within what would generally be considered a front yard (including the area between a privacy fence and the adjacent sidewalk or roadway).

11.5 Alterations of Units. Although the Owners have the responsibility for maintenance, repair and replacement of the exteriors of the Unit Structures and their Units, the Board shall be responsible for ensuring that any changes to the exterior of a Unit Structure or the Units are compatible with the other Unit Structures and improvements in the Condominium. Accordingly, Owners shall not modify any portion, of the exterior of a Unit Structure, including, but not limited to, changing paint color or building material, window or door glass or screens, or adding or changing any deck or patio visible from any public or private roadway ("Modifications") without the prior written approval of the Board. The Board may require evidence that Owners have notified their neighbors of the proposed Modification and have obtained any required governmental permits before commencing the work. Solar panels, satellite dishes, radio or television antennas, or other equipment or appliances shall not be installed on the exterior of a Unit Structure or within a Unit without the prior written approval of the Board. The Board may regulate the location and screening of any antenna, satellite dish or similar equipment which an Owner may have the right to install on the Owner's Unit Structure or within the Owner's Unit pursuant to the federal law. An Owner desiring to make a change to the Unit Structure or Unit governed by this Section shall furnish the Board such information concerning the Modifications as the Board may specify. The Board shall have sixty (60) days after receipt of the information within which to approve or disapprove the Modification. The failure of the Board to act within that Period will be deemed its approval thereof.

11.6 Limited Common Element Maintenance. Limited Common Elements, as defined in Article 7, are for the sole and exclusive use of the Units for which they are reserved or assigned; provided, that the use, condition and appearance thereof and of Units may be regulated under provisions of the Bylaws, rules adopted by the Association or this Declaration including the following:

11.6.1 Decisions by Board. Decisions with respect to the standard of appearance and condition of Units and Limited Common Elements, and with respect to the necessity for, and manner of, caring for, maintaining, repairing, repainting or redecorating Units, including any Dwelling Unit, and Limited Common Elements ("Maintenance Work" herein), shall be made by the Board;

11.6.2 Performance of Work. Performance of such Maintenance Work shall be carried out by the Owner(s) of the Unit(s) for which the Limited Common Element is reserved or assigned;

11.6.3 Board Approval. Owners may not, however, modify, paint, or otherwise decorate, or in any way alter the exterior of any structure within their respective Limited Common Elements without prior written approval of the Board;

11.6.4 Owner Pays Cost. Unit Owners will be responsible for the cost of such Maintenance Work for the Units and Limited Common Elements reserved for or assigned to their Units;

11.6.5 Multiple Owners. With respect to a Limited Common Element reserved for or assigned to more than one Unit for the mutual and joint use thereof, the cost of such Maintenance Work for such Limited Common Element shall be divided in equal shares among the Units for which such Limited Common Element is reserved;

11.7 Exterior Appearance. In order to preserve a uniform exterior appearance to the Unit, and the Common and Limited Common Elements visible to the public, the Board may require and provide for the painting and other decorative finish of the Unit, lanais or patio/yard areas, fences or other Common or Limited Common Elements, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the Unit, lanais, patio/yard areas or other Common or Limited Common Elements undertaken or proposed by any Owner. This power of the Board extends to screens, doors, awnings, rails or other portions of each Unit visible from any public or private roadway.

11.8 Effect on Insurance. Nothing shall be done or kept in any Unit or in any Common or Limited Common Element which will increase the rate of insurance on the Common Elements or Units without the prior written consent of the Board. No Owner and/or Purchaser shall permit anything to be done or kept in his Unit or in the Common or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Elements, or which would be in violation of any laws.

11.9 Signs. No sign of any kind shall be displayed to the public view on or from any Unit or Common or Limited Common Element without the prior consent of the Board; provided, that the Board shall, by and subject to appropriate rule, permit temporary placement of a sign, at a space designated by the Board, indicating that a Unit is for sale or lease; and provided, that this section shall not apply to Declarant or Declarant's agents in exercising any Special Declarant Right reserved by Declarant under this Declaration.

11.10 Pets.

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

11.10.2 Domestic pets will not be allowed by the occupant of a Unit to roam unattended about any Common Elements, or a Limited Common Element allocated for the use of more than one Unit, or a Unit other than the Unit occupied by owner of the pet. At all times the Common Elements shall be free of any pet debris, including food and feces matter. No livestock, poultry, or other animals (other than domestic pets) shall be allowed or kept in any part of the Condominium, nor may any animal be bred or used therein for any commercial purpose. Any outside facility for pets must be kept clean on a daily basis and no waste products or food be left in either the facility or on the Property.

11.11 Offensive Activity.

11.11.1 No noxious or offensive activity shall be carried on in any Unit or Common or Limited Common Element, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to other Owners.

11.11.2 All occupants shall avoid making noises, and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants. Owner shall also control their pets so that they do not disturb other occupants.

11.11.3 No garments, rugs or other objects shall be hung from the windows or facades, lanais of the project or otherwise displayed in public view.

11.11.4 No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Element of the Condominium outside of the disposal facilities provided for such purposes, or for a period of not greater than twenty four (24) hours prior to or after the regular pick up day for the local disposal service.

11.11.5 Every Unit Owner and occupant shall at all times keep his Unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, rules and regulations, including kennel laws and animal control laws.

11.12 Excavations; Subsurface Rights. No excavation or drilling for mineral, ore, stone, gravel, petroleum or earth shall be made upon any Unit, or the Common or Limited Common Elements, other than excavations necessary for construction purposes relating to the Dwelling Unit, garage, outbuildings, utilities, drainage, concrete work, and for the purpose of contouring, shaping, fencing, landscaping and generally improving any Unit in a manner approved by the Board. There shall be no deed, Conveyance, agreement or other document executed by an Owner which should affect or cause a separation into different ownership of the surface or subsurface rights of any Unit, or portion thereof.

11.13 Common Element Alterations. Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Elements except upon the written consent of the Board and after procedures required herein or by law.

11.14 Rules. The Board or the Association membership is empowered to pass, amend and revoke detailed, reasonable administrative rules and regulations, or "Rules," necessary or convenient from time to time to insure

compliance with the general guidelines of this Article. Such Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Association.

11.15 Rental Units. The Leasing or Renting of a Unit by its Owner shall be governed by the provisions of this Section 11.15:

11.15.1 No Transient Purposes. With the exception of a lender in possession of a Unit following a default in a Mortgage, a Foreclosure proceeding or any deed or other arrangement in lieu of a Foreclosure, no Unit Owner shall be permitted to Lease his Unit for hotel or transient purposes which shall be defined as Renting for any period less than thirty (30) days.

11.15.2 Written Leases. All Leasing or Rental agreements shall be in writing and be subject to this Declaration and the Bylaws (with a default by the tenant in complying with this Declaration and/or the Bylaws constituting a default under the Lease or Rental agreement). Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences.

11.15.3 Rent to Association. If a Unit is rented by its Owner, the Board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such Unit as is required to pay any amounts due the Association hereunder, plus interest and costs if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the Owner for rent, to the extent such rent is paid to the Association, and will also discharge the liability of the Unit Owner and the Unit under this Declaration for Assessments to the extent of such payment. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner; nor in derogation of any rights which a Mortgagee of such Unit may have with respect to such rents.

11.15.4 Tenant Eviction. If any lessee or occupant of a Unit violates or permits the violation by his guests and invitees of any provisions hereof or of the Bylaws or of the rules and regulations of the Association, and the Board determines that such violations have been repeated and a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Unit and the Owner thereof to forthwith cease such violations. If the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice and Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under this Declaration.

11.15.5 Other. Other than as stated in this Section, there is no restriction on the right of any Unit Owner to Lease or otherwise Rent his Unit.

11.16 Maintenance of View. Trees and vegetation planted in the Common Elements shall be pruned by the Association in a manner to preserve as much view as possible from each of the Units.

11.17 Timesharing. Timesharing, as defined in the Washington Timeshare Act, is prohibited.

11.18 Fences.

11.18.1 All fencing shall meet the design specifications established in the rules and regulations adopted by the Board.

11.18.2 No front yard fences are permitted. Declarant reserves the right to build (and the Unit Owner shall thereafter have the right to use and maintain) screening fences between pairs of homes to hide garbage cans and other materials from view from the street. Such screening fences will be perpendicular to the home and extend to the unit boundary, and will be in pairs, with the two fences offset from each other. Occupants will need to go around the end of their screen fence into the neighbor's unit to put garbage cans out to the curb and bring them back. There shall be a permanent non-exclusive easements for the construction, maintenance and use of such screening fence, including use of the neighboring unit if the screen fence exists on that side of a home.

11.18.3 Each Owner shall maintain, repair and replace any hedge, fence or retaining wall within the Unit and shall jointly with the other Owner maintain, repair and replace any hedge, fence or retaining wall which is on a boundary line for two (2) Units, or the Owner and Association if the adjoining Property is a Common Element, sharing equally in the costs. The Board shall decide any disputes between two Owners or between an Owner and the Association, and may, after Notice and Opportunity to be Heard, authorize the work to be done and levy a special Assessment against the Owner for that Owner's share of the cost.

11.19 Fireplaces. All fireplaces within a Dwelling Unit must comply with the most stringent of the Federal, State or local laws in effect at the time the fireplace is installed.

11.20 Utilities. All utility connections and service lines to each Unit shall be installed underground, including electric service, irrigation piping, water service, gas service, sewer, cable TV, and telephone cable, in accordance with accepted construction and utility standards. The cost of installation and usage of all utilities shall be borne solely by the applicable Owner.

11.21 Slope Maintenance. Each Unit Owner will strictly comply with the slope retention restrictions and requirements described in applicable law, rules and regulations, or the Association's Rules.

11.22 Hazardous Substances. Except for reasonable quantities consistent with Residential use, each Owner shall not permit any Hazardous Substance to be generated, processed, stored, transported, handled, or Disposed of on, under, in or through either the Owner's Unit or any Common Element. Each Owner shall indemnify, defend, and hold harmless the other Owner or Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit by the Owner, tenants, or invitees of the Owner. As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste, or material which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste, or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), or under any local or state rule or regulation. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, and/or genetic abnormalities.

11.23 Notice and Opportunity to Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to Be Heard", the procedure set forth in this Section shall be observed. The Board shall give written notice of the proposed action to all Owners, tenants, or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing, which shall be not less than five (5) days from the date notice is delivered by the Board. At the hearing, the affected Person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected Person shall be notified of the decision in the same manner in which notice of the meeting was given.

Article 12 COMMON EXPENSES AND ASSESSMENTS

12.1 Estimated Expenses.

12.1.1 Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board shall estimate the charges including Common Expenses, Limited Common Expenses, and any special charges for particular Units to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance, repair, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the prior year's operating fund.

12.1.2 Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common Elements which can reasonably be expected to require replacement or a major repair prior to the end of the useful life of the Common Elements. The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace, or perform such major repair, to each Common Element covered by the fund at the end of the estimated useful life of each such Common Element. The initial Board, whether appointed by Declarant or elected by Declarant or Unit Owners other than Declarant, may at any suitable time establish the first such estimate.

12.1.3 If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners according to Section 12.4. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive in the Board's sole determination, the Board may reduce the amount being assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds.

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

budget proposed by the Board.

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

12.3 Commencement of Assessments. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments; provided, that in all events Assessments shall commence on a date within sixty (60) days of the date on which seventy-five percent (75%) of the Units which may be created have been conveyed to Owners other than Declarant or an Affiliate of Declarant. Until the Association makes an Assessment, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Units based on a budget adopted by the Association; provided, until a date within sixty (60) days after the date on which seventy-five percent (75%) of the Units which may be created have been conveyed to Owners (other than Declarant or an Affiliate of Declarant):

12.3.1 The Board (whether appointed by Declarant or elected by Unit Owners) may elect not to collect monthly Assessments calculated as provided in Section 12.1 and instead elect to collect and expend monthly Assessments based on the actual Common Expenses; or

12.3.2 The Declarant may elect to pay certain of such actual costs and have Unit Owners pay a pro-rata share (based on each Unit's Allocated Interest) of the remainder of such costs.

12.4 Allocated Liability. Except for Assessments under Sections 12.5, 12.6, 12.7 and 12.8, all Common Expenses must be assessed against all the Units in accordance with the allocations set forth in Exhibit B. Any past due Common Expense Liability or installment thereof bears interest at the rate established by the Association pursuant to Section 12.14.

12.5 Limited Common Element. Any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element shall be paid by the Owners of, or assessed against, the Units to which that Limited Common Element is assigned, equally.

12.6 Only Some Units Benefitted. The Board may elect that any Common Expense or Limited Common Expense or portion thereof benefitting fewer than all of the Units must be assessed exclusively against the Units benefitted.

12.7 Insurance Costs. The Board may elect that the costs of insurance must be assessed in proportion to risk, including without limitation as set forth in Section 13.5.5.

12.8 Utility Costs. The Board may elect that the costs of utilities, if any, must be assessed in proportion to usage.

12.9 Assessments for Judgment. Assessments to pay a judgment against the Association pursuant to RCW 64.34.368(1) may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their Allocated Common Expense Liabilities at the time the judgment was entered.

12.10 Owner Misconduct. To the extent that any Common Expense is caused by the misconduct of any Unit Owner, the Association shall assess that expense against the Owner's Unit.

12.11 Reallocation. If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

12.12 Lien For Assessments.

12.12.1 Lien. The Association has a lien on a Unit for any unpaid Assessments levied against a Unit from the time the Assessment is due.

12.12.2 Priority. A lien under Section 12.12 shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of this Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for Real Property taxes and other governmental Assessments or charges against the Unit.

12.12.3 Mortgage Priority. Except as provided in Sections 12.12.4 and 12.12.5, the lien for Assessments shall also be prior to the Mortgages described in Section 12.12.2(b) to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to Section 12.1, which would have become due during the six (6) months immediately preceding the date of the sheriff's sale in an action for judicial Foreclosure by either the Association or a Mortgagee, the date of a trustee's sale in a non-judicial Foreclosure by a Mortgagee, or the date of recording of this Declaration of forfeiture in a proceeding by the vendor under a real estate contract.

12.12.4 Mortgagee Notice. The priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent

Assessments shall be reduced by up to three (3) months if and to the extent that the lien priority under Section 12.12.3 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Association gives the holder a written notice of the delinquency. This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Association.

12.12.5 Recording as Notice. Recording of this Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessment under this section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this Section in the Real Property records of Snohomish County. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in Section 12.12.3.

12.12.6 Limitation on Action. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three (3) years after the amount of the Assessments sought to be recovered becomes due.

12.12.7 Foreclosure.

(a) **Judicial.** The lien arising under Section 12.12 may be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. The Association or its authorized representative shall have the power to purchase the Unit at the Foreclosure sale and to acquire, hold, lease, Mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial Foreclosure action, the period of redemption shall be eight (8) months. Nothing in this Section shall prohibit an Association from taking a deed in lieu of Foreclosure.

(b) **Non-Judicial.** A lien arising under this Article may be foreclosed nonjudicially in the manner set forth in RCW 61.24 for nonjudicial foreclosure of deeds of trust. For the purpose of preserving the Association's nonjudicial foreclosure option, this Declaration shall be considered to create a grant of each Unit in trust to Chicago Title Insurance Company or its successors or assigns ("Trustee"), to secure the obligations of each Owner ("Grantor") to the Association ("Beneficiary") for the payment of Assessments. Grantor shall retain the right to possession of Grantor's Unit so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have a power of sale with respect to each Unit, which becomes operative in the case of a default in a Grantor's obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes. If the Association forecloses its lien nonjudicially pursuant to this section, it shall not be entitled to the lien priority over Mortgages provided in Section 12.12.3.

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

12.12.9 Mortgagee Liability. Except as provided in Section 12.12.3, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through Foreclosure shall not be liable for Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other Purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section.

12.12.10 Lien Survives Sale. The lien arising under Section 12.12 shall not be affected by the sale or transfer of the subject Unit except in the event of sale through Foreclosure, as provided in Section 12.12.9.

12.13 Owner Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary Conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's Conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

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

12.15 Attorneys Fees. The prevailing party shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in

suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

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

12.17 Acceleration of Assessments. In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days' written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

12.18 Delinquent Assessment Deposit; Working Capital

12.18.1 Delinquent Assessment Deposit.

(a) A Unit Owner may be required by the Board or by the Manager, from time to time, to make and maintain a deposit equal to not less than one (1) month nor in excess of three (3) months estimated monthly Assessment and charges, which may be collected as are other Assessments and charges. Such deposit shall be held in a separate fund, be credited to the Unit owned by such Owner, and be for the purpose of establishing a reserve for delinquent Assessments.

(b) Resort may be had thereto at any time when such Owner is ten (10) days or more delinquent in paying his monthly or other Assessments and charges. Said deposits shall not be considered as advance payments of regular Assessments. In the event the Board should draw upon said deposit as a result of a Unit Owner's delinquency in payment of any Assessments, said Owner shall continue to be responsible for the immediate and full payment of said delinquent Assessment (and all penalties and costs thereon) and thus the full restoration of said deposit, and the Board shall continue to have all of the rights and remedies for enforcing such Assessment payment and deposit restoration as provided by this Declaration and by law.

(c) Upon the sale of a Unit, the seller/Owner thereof shall not be entitled to a refund from the Association of any deposit or reserve account made or maintained with respect to such Unit pursuant to this or any other Section of this Declaration; rather, any such deposit or reserve account shall continue to be held by the Association for the credit of such Unit, and the Unit Purchaser shall succeed to the benefit thereof, and the Unit seller shall be responsible for obtaining from the Purchaser appropriate compensation therefor.

12.18.2 Working Capital Contribution. The first Purchaser of any Unit shall pay to the Association, in addition to other amounts due, an amount equal to two (2) months of monthly Assessments as a contribution to the Association's working capital. Such working capital contributions shall not be used to defray Declarant's expenses in completing the construction of the Condominium, to pay Declarant's contributions to Association reserves or to make up any deficits in the budget of the Association. Upon the election of the first Board by Unit Owners other than Declarant, Declarant shall pay to the Association as a working capital contribution an amount equal to twelve (12) months of monthly Assessments for each of the Units then owned by Declarant. When a Unit owned by Declarant is sold, Declarant may apply funds collected at closing from the Purchaser to reimburse itself for funds paid to the Association for such contribution with respect to that Unit.

**Article 13.
INSURANCE**

13.1 In General. Commencing not later than the time of the first Conveyance of a Unit to a Person other than a Declarant, the Association shall maintain, to the extent reasonably available:

13.1.1 Property insurance on the Common Elements in the Condominium, which if required under Section 13.5.5 shall also include structures, equipment, improvements, and betterments in a Unit installed by the Declarant or the Unit Owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from Property policies; and

13.1.2 Liability insurance, including medical payments insurance, in an amount determined by the Board but not less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury, and Property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

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

13.1.4 Fidelity bonds naming the members of the Board, the Manager and its employees and such other Persons as may be designated by the Board as principals and the Association as obligee, in at least an amount equal to three (3) months aggregate Assessments for all Units plus reserves, in the custody of the Association or Manager at any given time

during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definitions of "employee" or similar expression.

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

13.1.6 Such other insurance (including directors and officers liability) as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veteran's Administration, or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or Owner of a Unit within the project, except to the extent such coverage is not available or has been waived in writing by such agency.

13.2 Coverage Not Available. If the insurance described in Section 13.1 is not reasonably available, or is modified, canceled, or not renewed, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by first class United States mail to all Unit Owners, to each Eligible Mortgagee, and to each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

13.3 Required Provisions. Insurance policies carried pursuant to this Article shall:

13.3.1 Provide that each Unit Owner is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

13.3.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

13.3.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy;

13.3.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, proration, contribution or Assessment by reason of any other insurance obtained by or for any Unit Owner or any Mortgagee;

13.3.5 Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law;

13.3.6 Contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds; and

13.3.7 Contain, if available, an agreed amount and Inflation Guard Endorsement.

13.4 Claims Adjustment. Any loss covered by the Property insurance obtained by the Association under this Article must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions of Article 14, the proceeds must be disbursed first for the repair or restoration of the damaged Property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored or the Condominium is terminated.

13.5 Owner's Additional Insurance.

13.5.1 The Association insurance does not prevent a Unit Owner from obtaining insurance for the Owner's own benefit.

13.5.2 Each Owner at the Owner's expense shall be obligated to maintain adequate property and liability insurance with respect to the Unit, Unit Structure and any other improvements thereto or personal property located therein; which insurance shall comply with the requirements of this Declaration.

13.5.3 As a general rule under this Declaration, the each Unit Owner (and not the Association) is responsible for performing, obtaining and paying for maintaining, repairing, replacing and insuring of the Unit and all structures and improvements within the Unit.

13.5.4 Some Units may contain a Detached Dwelling Unit; some Units may contain an Attached Dwelling Units.

13.5.5 (i) If the Owners of two adjoining Attached Dwelling Units mutually agree, or (ii) if the Mortgagee of an Attached Dwelling Unit (or a governmental or quasi-governmental agency involved in the secondary mortgage market, including Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veteran's Administration or Federal Housing Administration) who is a Mortgagee or Owner of an Attached Dwelling Unit) should require, then the Association shall obtain the property insurance provided for under Declaration Article 13 with respect to the structures and improvements within such Units; provided, that the cost of such Property insurance shall be paid by the Association and pursuant to Section 12.6 be assessed solely by such Units in equal shares.

13.6 Certificate. An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of Chapter 48.18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

13.7 Notification on Sale of Unit. Promptly upon the Conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the Conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners under Article 13 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

Article 14 DAMAGE OR DESTRUCTION; RECONSTRUCTION

14.1 Definitions: Significant Damage; Repair; Emergency Work.

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

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

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

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

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

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

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

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

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

14.3 Notice of Damage or Destruction. The Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, provide each Owner and each first Mortgagee with a written notice summarizing the initial Board determination made under Section 14.2. If the Board fails to do so within said thirty (30) days, then any Owner or Mortgagee may make the determination required under Section 14.2 and give the notice required under this Section.

14.4 General Provisions.

14.4.1 Duty to Restore. Any portion of the Condominium for which insurance is required under Article 13 which is Significantly Damaged shall be Repaired promptly by the Association unless: (a) the Condominium is terminated; (b) repair would be illegal under any Federal, state or local health or safety statute or ordinance; or (c) eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be Repaired, vote not to Repair. Even if the Significant Damage is not to be Repaired, the Board shall still have authority to perform Emergency Work. The cost of Repair in excess of insurance proceeds and reserves is a Common Expense; provided, that any excess cost attributable to Attached Dwelling Units for which the Association is maintaining insurance shall be payable only by the Attached Dwelling Unit Owners whose Units were damaged.

14.4.2 Damage not Restored. If all or any portion of the damaged portions of the Condominium are not Repaired (regardless of whether such damage is Significant): (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not Repaired shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units.

14.4.3 Restoration by Board. If the damage (regardless of whether such damage is Significant) is to be repaired pursuant to Section 14.4, then:

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

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

14.4.4 Decision to Terminate. In the event of a decision to terminate the Condominium and not to Repair and Restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the Real Property), and the remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268.

14.5 Restoration of Unit. In the event of damage or destruction by fire or other casualty to any Unit Structure or other improvements to the Unit, the Owner shall, regardless of the amount or availability of insurance proceeds, repair or rebuild such damage or destroyed portions of the Unit and improvements in a good workmanlike manner and in accordance with the provisions of this Declaration; provided, that with respect to Attached Dwelling Units for which the Association is maintaining insurance, the Board may elect either to perform the Repair work or permit the Owner to perform such work; but in either event any cost in excess of insurance proceeds shall be payable only by the Attached Dwelling Unit Owners whose Units were damaged.

Article 15 CONDEMNATION

15.1 In General. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this section is thereafter a Common Element.

15.2 Partial Unit Condemnation. Except as provided in Section 15.1, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, the Allocated Interests of the partially acquired Unit shall not be modified.

15.3 Common Element Condemnation. If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

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

15.5 Association to Represent Owners. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium, and any condemnation proceeds shall be payable to the Association for the benefit of the Owners of affected Units and their Mortgagees. Should the Association not act on the Owners' behalf in a condemnation process, the affected Owners may individually or jointly act on their own behalf.

Article 16 COMPLIANCE WITH DECLARATION

16.1 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and any Rules adopted hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration, the Bylaws and Rules. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply. In the event of a dispute between the Declarant and the Association (or the Board or any Owner), each party shall be solely responsible for payment of all legal fees incurred by that party, regardless of the nature of the dispute or who may be the prevailing party.

16.2 No Waiver of Strict Performance. The failure of the Board or Declarant in any one or more instances to insist upon the strict performance of this Declaration, of the Bylaws, or of the Rules, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of any Assessment from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

Article 17 LIMITATION OF LIABILITY

17.1 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 13, neither the Association nor the Board nor the Manager shall be liable for: (i) any failure of any utility or other service to be obtained and paid for by the Board; (ii) for injury or damage to Person or Property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places; or (iii) for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

17.2 No Personal Liability. So long as a Board member, Association committee member, or Association officer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such Person and such Person's evaluation of such information, no such Person (and no Association Manager acting pursuant to the directions of the Board) shall be personally liable to any Owner, or other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence, including any discretionary decision, or failure to make a discretionary decision, by such Person in such Person's official capacity. Without limiting the generality of the foregoing, the term "discretionary decisions" shall include evaluating and deciding whether or not to act in response to reports, investigations or recommendations received by such Person, and shall include deciding whether or not to commence, defend, continue, or settle lawsuits or arbitration/mediation or other legal proceedings involving the Association or Condominium (or any part thereof). Provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 13.

17.3 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position at the time such expenses or liabilities arose or are incurred, except in such cases wherein such Person is adjudged guilty of either willful or intentional misconduct, a knowing violation of the law in the performance of his duties and except in such cases where such Person has participated in a transaction from which said Person will personally receive a benefit in money, Property or services to which said Person is not legally entitled. Provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The Association and each Owner shall defend, indemnify and hold Declarant harmless from any claim, expense or liability based on the failure of the Association or such Owner to comply with applicable duties and obligations under this Declaration, Association Articles or Bylaws, or Association Rules; or under any warranty obtained or issued by Declarant; or under applicable law.

17.4 Legal Proceedings. The rights, powers, benefits, duties and obligations granted to and imposed upon parties subject to this Declaration (including without limitation the Declarant, Owners, Association, Board and Officers) shall not be restricted, diminished, or otherwise modified by threatened or pending legal proceedings (including without limitation litigation, administrative, mediation, or arbitration), which proceedings involve one or more of such parties.

Article 18
MORTGAGEE PROTECTION

18.1 Change in Manager. In the event that professional management is employed by the Association, at least thirty (30) days' notice of any contemplated change in the professional Manager shall be given to any Eligible Mortgagee. The Association shall not elect to terminate professional management and assume self-management without the prior written approval of at least sixty-seven percent (67%) of the Owners and fifty-one percent (51%) of all Eligible Mortgagees; provided that such prior consent shall not be required to change from one professional Manager to another professional Manager.

18.2 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not: without prior written approval of at least sixty-seven percent (67%) of all Eligible Mortgagees and sixty-seven percent (67%) of the Owners of record of the Units, seek by act or omission to either (i) abandon or terminate the Condominium status of the project or (ii) abandon, encumber, sell or transfer any of the Common Elements.

18.3 Partitions and Subdivision. The Association shall neither combine nor subdivide any Unit or the appurtenant Limited Common Elements, nor abandon, partition, subdivide, encumber or sell any Common Elements, or accept any proposal so to do, without the prior written approval of at least fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of Owners of record of the Units, and including unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s), so affected.

18.4 Change in Percentages. The Association shall not make any Material Amendment (as defined in Section 21.7) to this Declaration or Bylaws (including changes in the percentages of interest in the Common Elements) without the prior written approval of at least fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of all Owners of record of the Units, including unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed.

18.5 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice: (a) that the Owner/Mortgagor of the Unit has for more than sixty (60) days failed to meet any obligation under the Condominium documents; (b) of all meetings of the Association and be permitted to designate a representative to attend all such meetings; (c) of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage; (d) of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and (e) of any proposed action that requires the consent of a specified percentage of Mortgagees. To be entitled to receive notices under this Section 18.5, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guarantees) the Mortgage.

18.6 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of said Declaration or the Bylaws shall control over such other inconsistent provisions.

18.7 Insurance

18.7.1 Board Duties. With respect to a first Mortgagee of a Unit, the Board shall:

(a) Cause any insurance carrier to include in the insurance policy a standard mortgage clause, naming any Mortgagee who makes written request to the Board to be so named;

(b) Furnish any such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien;

(c) Require any insurance carrier to give the Board and any and all insured (including such Mortgagees) at least thirty (30) days' written notice before canceling, reducing the coverage or limits; or otherwise substantially modifying any insurance with respect to the Property on which the Mortgagee has a lien (including cancellation for a premium non-payment);

(d) Not make any settlement of any insurance claims for loss or damage to any such Unit, Common or Limited Common Element exceeding Five Thousand Dollars (\$5,000) without the approval of such Mortgagee; provided, that the withholding of such approval by the Mortgagee shall not be unreasonable or in conflict with the provisions of Article 14;

(e) Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000);

(f) Give such Mortgagee written notice of any loss, damage or taking affecting any Unit or Limited Common Elements in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000);

18.7.2 Additional Policy Provisions. In addition, the insurance policy acquired shall:

(a) Provide that any reference to a Mortgagee in such policy shall mean and include any holders of Mortgages of any Unit or Unit lease, 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 or Unit Owners or any Persons claiming under any of them;

(c) Waive any provision invalidating such Mortgage clause by reason of: (i) the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy; (ii) any requirement that the Mortgagee pay any premium thereon; and (iii) any contribution clause.

1.8.8 Inspection of Books. Declarant (and Declarant's agents), Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled: to inspect and copy at all reasonable hours of weekdays (or under other reasonable circumstances) all of the Books and Records of the Association (as defined in Section 1.8), within a reasonable time following request; and, upon written request of any holder, insurer or guarantor of a first Mortgage at no cost to the party so requesting (or if this project contains fewer than fifty (50) Units, upon the written request of the holders of fifty-one percent (51%) or more of first Mortgages at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

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Article 19 EASEMENTS

19.1 General. It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan; and for the maintenance, repair and replacement of all improvements within each Unit. Each Unit as it is constructed is granted an easement (to which each other Unit and all Common and Limited Common Element is subject) for the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

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

19.3 Association Functions. There is hereby reserved to the Association, or their duly authorized agents and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Association as are set forth, provided for or authorized in: (i) this Declaration; (ii) the Articles; (iii) Bylaws or (iv) the Rules.

19.4 Declarant Functions. There is hereby reserved to the Declarant (and its duly authorized agents, employees, contractors and representatives), such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Declarant as are set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or Association Rules; building or other governmental permits or approvals; any Purchase and Sale Agreement between Declarant and a Unit Purchaser; any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

19.5 Encroachments. Each Unit and all Common and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Common and Limited Common Element, for the purpose of accommodating any encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the Unit Structure, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then Repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit. The provisions of this Section are intended to supplement Article 4 and RCW 64.32.252 and, in the event of any conflict, the provisions of Article 4 and RCW 64.34.252 shall control.

Article 20 PROCEDURES FOR SUBDIVIDING OR COMBINING

20.1 Procedure. Subdivision and/or combining of any Unit or Units, are authorized only as follows:

20.1.1 Owner Proposal. An Owner of any Unit or Units may propose any subdividing or combining of any:

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

20.1.2 Owner/Mortgagee Approval. Upon written approval of such proposal by at least sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of the Eligible Mortgagees, and of all Eligible Mortgagee(s) and Owner(s) of the Unit(s) to be combined or subdivided, the Owner(s) making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other Units or Common Elements or reasonable deadlines for completion of the work be inserted in the contracts for the work.

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

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

20.1.5 Payment of Costs. All costs incurred by the Association in connection with a request to subdivide or combine Units shall be paid by the Owner(s) of the Unit(s) so requesting.

Article 21 AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

21.1 In General.

21.1.1 Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), the Association (in connection with either Sections 4.3 or 7.3, Articles 15 or 20, or termination of the Condominium), or certain Unit Owners (in connection with either Article 4 or 7.3, or Article 20, or termination of the Condominium), and except as otherwise specifically provided for in this Declaration (including without limitation Sections 21.1.2, 21.4, 21.6 and 21.7), this Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

21.1.2 The following Sections and Articles may be amended only by vote or agreement of Owners of Units to which one hundred percent (100%) of the votes in the Association are allocated, and only with the consent of the Declarant (so long as any right, duty or obligation of the Declarant continues under this Declaration or any express or implied warranty, agreement or law): Sections 1.8.6, 1.8.38, 10.2.2(c), 10.4.1(d), 10.6.1, 10.10, 10.11, 10.12, 17.2, 17.3, 19.4, 21.1, 21.4, 21.6 and 21.7, and Articles 23 and 24.

21.2 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

21.3 Recording. Every amendment to this Declaration must be recorded in every county in which any portion of the Condominium is located, and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to this Declaration and each previously recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by RCW 64.32.216(1).

21.4 General Limitations. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected, the Declarant (if the Declarant owns a Unit or has the right to exercise any Special Declarant Rights) and the Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated other than the Declarant.

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

21.6 Special Declarant/Development Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant or Development Right, or any other right, power, benefit provided in this Declaration to Declarant (nor otherwise hinder the business activities or expectations of, or benefits provided hereunder to, the Declarant) without the consent of the Declarant and any Mortgagee of record (excluding Mortgagees of Units owned by Persons other than the Declarant) with a security interest in the Special Declarant or Development Right or in any Real Property subject thereto.

21.7 Material Amendments. Any amendment to a provision of this Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall, in addition to other requirements set forth in this Declaration or in the Act, require the consent of at least fifty-one percent (51%) of the Eligible Mortgagees: voting rights; Assessments, Assessment liens, or the priority of Assessment liens; reserves for maintenance, repair, and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the Common or Limited Common Elements, or rights to their use; redefinition of any Unit boundaries; convertibility of Units into Common Elements or vice versa; expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of Property to or from the Condominium; insurance or fidelity bond; leasing of Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision by the Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder; restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration; any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or any provisions that expressly benefit Mortgage holders, insurers, or guarantors. A Mortgagee who fails to respond within sixty (60) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered by certified or registered mail with a return receipt requested.

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

21.9 Lender Requirements. All Unit Owners covenant and agree, for themselves and their heirs, successors and assigns, to vote in favor of and implement any amendments hereto which may be necessary to satisfy the requirements of the Federal National Mortgage Association, Veteran's Administration and Federal Housing Administration.

Article 22 MISCELLANEOUS

22.1 Notices for All Purposes.

22.1.1 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the Person entitled to such notice at the most recent address given by such Person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit shall be sufficient if mailed to the Unit of such Person or Persons if no other mailing address has been given to the Board by any of the Persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the president or secretary of the Board.

22.1.2 Mortgagee Notice. Upon written request therefor, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by his security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

22.1.3 Mortgagee's Acceptance.

(a) Priority of Mortgage. This Declaration shall not initially be binding upon any Mortgagee of the Condominium of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgage.

(b) Acceptance Upon First Conveyance. Unless otherwise expressly approved by the Purchaser of a Unit, Declarant shall not consummate the Conveyance of title of such Unit until said Mortgagee of the Condominium shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act, for partial release of Units with their appurtenant Limited Common Elements and Allocated Interest in Common Elements from the lien of said Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the Condominium status of the Units remaining subject to its Mortgage as well as its acknowledgment that such appropriate arrangements for partial release of Units have been made; provided, that, except as to the Units (and their Allocated Interests in Common Elements) so released, said Mortgage shall remain in full effect as to the entire Condominium.

22.2 Severability. The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants that affect the common plan for the Condominium.

22.3 Conveyances; Notice Required. The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to sell a Unit shall deliver a written notice to the Board; at least

two (2) weeks before closing, specifying: the Unit to be sold; the name and address of the Purchaser, the closing agent, and the title insurance company insuring the Purchaser's interest; and the estimated closing date. The Board shall have the right to notify the Purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested. It is understood, however, that a violation of this Section shall not invalidate a sale, transfer or other Conveyance of a Unit which is otherwise valid under applicable law.

22.4 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any Person, upon such terms and conditions as Declarant may determine, all or any of Declarant's rights, powers, privileges and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of one or more Units and include Development Rights and Special Declarant Rights).

22.5 Effective Date. This Declaration shall take effect upon recording.

ARTICLE 23 SPECIAL DECLARANT RIGHTS DEVELOPMENT RIGHTS

23.1 Special Declarant Rights. As more particularly provided in this Article, Declarant, for itself and any successor Declarant, has reserved the following Special Declarant Rights:

23.1.1 Completion of Improvements. Declarant, and its agents, employees, contractors and representatives, shall have the right to complete, repair, replace or correct improvements and otherwise perform work as set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or Association Rules; building or other governmental permits or approvals; any Purchase and Sale Agreement between Declarant and a Unit Purchaser; any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law. This Special Declarant Right shall continue so long as any right, duty or obligation of the Declarant continues under any express or implied warranty, agreement or law.

23.1.2 Sales Facilities of Declarant. Declarant, and its agents, employees and contractors and representatives shall be permitted to establish and maintain in any Unit still owned by Declarant and in any of the Common Elements (other than Limited Common Elements assigned to Units not owned by Declarant), such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Units and appurtenant interests, including but not limited to: business offices; management offices; sales offices; construction offices; storage areas; signs; model Units; and parking areas for all agents, employees, contractors, prospective tenants or Purchasers of Declarant. Declarant may maintain signs on the Common Elements advertising the Condominium. The provisions of this Section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of: the Unit and appurtenant Limited Common Elements; and those portions of the Common Elements reasonably necessary to use and enjoy such Unit and Limited Common Elements.

23.1.3 Declarant Approval of Fencing. Declarant shall have the right to review and approve proposed fencing on individual Units, as well as the right to adopt as part the Association's Rules a standard fence detail identifying the permitted design, styles and materials for fencing within the Condominium. **Exercise of Development Rights.** Declarant shall have the right to exercise Development Rights, if any, under this Declaration and the Act.

23.1.4 Combination with Larger Project. Declarant shall have the right to make the Condominium part of a larger Condominium or development under RCW 64.34.276, and the Allocated Interests of Units shall be reallocated using the same formula as provided in Article 8 and Exhibit B.

23.1.5 Subject to Master Association. Declarant shall have the right to make the Condominium subject to a Master Association under RCW 64.34.276.

23.1.6 Termination of Declarant Rights. Except as otherwise provided in this Declaration, the foregoing Special Declarant Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Development Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Special Declarant Rights at any time by recording an amendment to this Declaration, which amendment specifies which Right is thereby terminated.

23.2 Development Rights. As more particularly provided in this Article, the Declarant, for itself and any successor Declarant, has reserved the following Development Rights:

23.2.1 Parking/Storage Assignment.

(a) The total number of parking spaces which are anticipated for this Condominium are shown on Exhibit A attached hereto. Unless otherwise provided in Exhibit A, and except as may be provided by subsequent amendments to this Declaration, on the initial recording of this Declaration the Declarant does not intend to provide parking or storage for the exclusive use of a Unit other than the parking and storage located within the Unit boundaries.

(b) Unless the Property does not have sufficient off-street parking and/or storage areas for each Unit, the Owner of each Unit has the unqualified right to use at least one parking space and storage area, either to be a part of the Unit, or to be allocated as provided in this Section 23.2.1.

(c) Declarant reserves the right to make the initial allocation of any Limited Common Element parking spaces, driving areas, and storage areas to each Unit such allocation being made pursuant to Section 7.3 and Exhibits attached hereto (or by amendments thereto). With respect to each Unit, Declarant shall make such allocations prior to or contemporaneously with the closing of the sale of such Unit by Declarant.

(d) Until the approximate locations are shown on the Survey Map and Plans, and an allocation to Units is made by this Declaration or amendments thereto, parking spaces, driving areas and storage areas (other than those within the boundaries of Units) shall continue as part of the Common Elements (but not as Limited Common Elements).

(e) Once the Declarant's right to make such allocations of any Limited Common Element has expired, the balance of any parking spaces, driving areas, and storage areas, if any, not so allocated to specific Units shall continue as part of the Common Elements (not as Limited Common Elements) to be used in accordance with the Rules established from time to time by the Board.

(f) If Declarant elects to reallocate any Limited Common Element parking or storage previously allocated to Units still owned by Declarant, Declarant shall comply with the provision of Section 7.3; such reallocation is expressly recognized as being authorized by and in compliance with this Declaration.

23.2.2 Development in Phases

(a) Right to Phase. Declarant has reserved the right to develop this Condominium in more than one (1) Phase. If Declarant elects to exercise the right to develop the Condominium in Phases:

(i) Declaration Exhibit A provides a description of the land within Phase 1 and all future Phases. Declaration Exhibit B provides a description of the Units for Phase 1, and (either therein or in amendment thereto) the Units for the remainder of future Phases.

(ii) The Survey Map and Plans, filed simultaneously herewith, depict certified as-built with respect to Phase 1 the following: a survey of the surface of the land for Phase 1 and all possible phases; and the plans of the Units for Phase 1 showing as to each Unit in Phase 1 the vertical and horizontal boundaries, the location of all such Units, and the number and dimensions of all such Units. The Survey Map and Plans, or amendments thereto, shall show such similar data with respect to the remainder of Phases.

(iii) The provisions regarding Phase 1 shall be effective immediately to establish Phase 1 (including the Phase 1 land and all Units, Unit Structures and other improvements constructed thereon) as a Condominium under the Act. The provisions regarding subsequent Phases shall not be effective to add subsequent Phases (including the land and all Units, Unit Structures and other improvements constructed thereon) to the Condominium under the Act until Declarant records an amendment to this Declaration (and an amendment to the Survey Map and Plans, if necessary) pursuant to subsection 23.2.5.

(iv) The Declarant may also elect on the initial recording of this Declaration to include the land for all possible Phases in the Condominium, subject to Declarant's right (pursuant to Section 23.2.4) to withdraw from and (pursuant to Section 23.2.2(a)) to add back to the Condominium portions of such land.

(b) Declaration, Survey Map and Plans Amendments. For each subsequent phase following Phase 1, the Declarant shall execute and record an amendment to this Declaration stating that said subsequent phase (including the subsequent phase land, and all Units, Unit Structures and other improvements thereon) is added to the Condominium under the Act. From and after the recording of said amendment, all of the land within Phase 1 and within subsequent phases for which such an amendment has been recorded, together with all Units, Unit Structures and other improvements constructed thereon, shall constitute a single Condominium pursuant to the Act and the provisions of this Declaration. In conjunction with said amendment to this Declaration, an updated or revised Survey Map, or Plans, or both, shall be filed if the previous Map and Plans filed affecting or describing said subsequent phase lack required detail, certification or other matters required under the Act. The Declarant is the Unit Owner of any Units thereby created. The amendment to this Declaration shall assign an Identifying Number to each new Unit created, and reallocate the Allocated Interests among all Units. The amendment must describe any Common Elements and any Limited Common Elements thereby created and, in the case of Limited Common Elements, designate the Unit to which each is allocated to the extent required by RCW 64.34.228. Development Rights may be reserved within any Real Property added to the Condominium if the amendment adding that Real Property includes all matters required by RCW 64.34.216 or 64.34.220, as the case may be, and the Survey Map and Plans include all matters required by RCW 64.34.232. This provision does not extend the time limit on the exercise of Development Rights imposed by this Declaration.

(c) Common Elements. All Common Elements for each phase will be utilized by Unit Owners of the next succeeding phase as it is established, and the additional Owners will, after the effective date of the subsequent phase, also share in the expenses of such Common Elements. Owners in a prior phase will utilize the Common Elements for the subsequent phases and also share in the expense thereof.

(d) Completion. Declarant shall complete subsequent phases in accordance with the plans and specifications prepared and modified from time to time by or for Declarant (in the exercise of its sole discretion) and as approved from time to time by governmental authorities having jurisdiction thereof and by the lender or lenders financing the construction of subsequent phases. Completion of subsequent phases will be pursued by Declarant as expeditiously as reasonably possible, subject to delays for reasons (including, but not limited to, financing availability, labor disputes, material shortages, acts of God, and changes in market conditions) reasonably beyond the control of Declarant. All

improvements for subsequent phases (other than Dwelling Units) shall be substantially completed before such phase is incorporated into the Condominium by amendment as provided in subsection 23.2.2(b) above.

(e) Allocated Interests. It is specifically covenanted that the Allocated Interests for Phase 1 are calculated with respect to the Units within Phase 1. At such time as additional phases are made effective by the filing of the above-described Declaration Amendment by Declarant, the Allocated Interests thereafter effective for all Units in Phase 1 and those added in each subsequent phase shall be reallocated as provided in Article 8 and Exhibit B.

(f) Assessments Based on Allocated Interests for Phases. All Assessments for the various phases shall utilize and be based on the Allocated Interests stated for that phase until the succeeding phase is activated and commenced. The Declarant or Board may upon the addition of any phase, based on the reallocation of Allocation Interests, recompute the budget and the Assessments, and impose the revised Assessments.

(g) Easements for Phased Development.

(i) In addition to the general easements reserved by statute and by reference in other sections of this Declaration, there is reserved a non-exclusive easement in favor of Declarant (and Declarant's heirs, successors, assigns and Purchasers) over and across the Phase 1 land (and across the land hereafter described in Exhibit A, as hereafter amended, for any subsequently completed phase) for ingress and egress and over and across easements, roadways, and utility lines specified or established in and for completed phases, and the right to connect thereto is reserved. Such reservations are for the purpose either of completing subsequent phases, or otherwise developing portions of the land for other purposes if not completed as a Condominium phase.

(ii) The easements reserved under this Section shall entitle the Declarant (and Declarant's heirs, successors, assigns), for development of each successive phase of the Condominium, or for development and utilization of the lands to have been included in any phase if such lands are utilized for other purposes under the powers reserved to Declarant: to tie into water, sewer, storm sewer, electrical, gas, telephone or other utility lines of all varieties; to connect with roadways or utility systems developed and placed in the completed phases of the Condominium; and, to the extent as Owners and occupants within the Condominium, utilize any recreational facilities developed in completed phases of the Condominium.

(iii) Declarant shall bear the cost of tie-ins to said utilities and roads and will not connect with said utilities in a manner that impairs or significantly reduces the quality of the utility service to the land described in Exhibit A as Phase 1 and for the land in a subsequently completed phase; provided, that if said tie-ins cause an increase in the cost of delivering affected utility services to Phase 1 and for land in any subsequently completed phase, that cost shall be borne by the Declarant.

(iv) Any land which is not developed as a subsequent phase of the Condominium and which utilizes and benefits from the utility, roadway easements and recreational facility reserved to Declarant hereunder, shall pursuant to an irrevocable covenant running with the land be obligated to pay a pro rata share (based on relative number of living Units) of the costs of subsequent repairs, maintenance and operation of said utilities, roadways and recreational facilities.

(v) Declarant (and Declarant's heirs, successors and assigns) shall have a non-exclusive easement to construct and maintain (at any time and at Declarant's sole cost and expense, and in the exercise of Declarant's sole discretion, and at such locations within Phase 1 and within any subsequently completed phases of the Condominium as Declarant may determine) such signs as Declarant may deem necessary for the identification of the name, location and direction, and for the sale or renting, of Unit Structures and Units, regardless of whether such Unit Structures and Units are located on land which is within a subsequent phase of the Condominium or on land which the Declarant under powers reserved hereunder has elected not to develop as a phase of the Condominium.

(h) Liens Arising in Connection with Phases. At the time the amendment incorporating a subsequent phase into the Condominium is made, no lien arising in connection with the Declarant's ownership of, and construction of improvements upon, the subsequent phase land will adversely affect the rights of existing Unit Owners or the priority of first Mortgages on Units in the existing Condominium Property. All taxes, Assessments, mechanics liens, and other charges affecting a subsequent phase land will be paid or otherwise satisfactorily provided for by the Declarant.

(i) Withdrawal of Subsequent Phases. If, despite the good faith efforts of Declarant, and for reasons (including, but not limited to, financing availability and market conditions, labor disputes, material shortages and acts of God) beyond the reasonable control of Declarant, all or any of the subsequent phases are not completed and/or the amendment(s) provided for in this Section are not recorded, then Declarant at any time may elect not to incorporate all or some of such subsequent phases into the subject Condominium project and elect not to record the amendments provided on in this Section. To effectuate the foregoing, Declarant, upon its sole signature and without further consent of any of the other Owners being required, may file such amendment to this Declaration and to the Survey Map and Plans as is necessary to withdraw the land within such subsequent phases (and improvements constructed thereon) from the provisions of this Declaration and to relinquish Declarant's rights under this Section. In the event Declarant should exercise its rights under this Section to withdraw the land within such subsequent phases (and improvements thereon), from the provisions of this Declaration, or if the Declarant's right to add phases expires pursuant to Section 23.2.2(j)(iii), then: the phases that were made a part of the Condominium shall thereafter continue to constitute a complete, fully operational Condominium; land within such subsequent phases (and improvements thereon) may be used for any other lawful purpose in Declarant's discretion; and the easements provided for in this Section (including without limitation Section 23.2.2(g)) shall continue for the benefit of land within such subsequent phases and Declarant (and its heirs, successors and assigns) for the development and utilization of land within such subsequent phases.

(j) Limitation of Declarant's Rights.

(i) It is understood that the total project (if all phases are completed) shall include Condominium Units not exceeding in number the maximum permitted by law.

(ii) At the time of recording this Declaration, Declarant may not have acquired title to or an interest in the land for some or all of the land for phases subsequent to Phase 1. Declarant shall not be entitled to exercise its rights to include the land for phases subsequent to Phase 1 (and improvements thereon) as a part of this Condominium until such time as Declarant has acquired title to or an interest in the land necessary for such subsequent phase.

23.2.3 Subdivision and Combination. Declarant shall have the right to subdivide or combine Units owned by Declarant or convert Units owned by Declarant into Common Elements. Whenever Declarant exercises a Development Right to subdivide, combine or convert a Unit previously created into additional Units, Common Elements, or both:

(a) If Declarant converts the Unit entirely to Common Elements, the amendment to this Declaration must reallocate all the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation under Article 15;

(b) If Declarant subdivides the Unit into two (2) or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to this Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by the Declarant; and

(c) If Declarant combines two (2) or more Units, the amendment to this Declaration must reallocate to the new Unit all of the Allocated Interests formerly allocated to the Units so combined.

23.2.4 Withdrawal of Property. Declarant shall have the right to withdraw Property from the Condominium as provided in Section 23.2.2 subject to the following limitations:

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

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

23.2.5 Boundaries of Limited Common Elements. Declarant shall have the right to establish, expand, contract or otherwise modify the boundaries of any Limited Common Element allocated to a Unit; provided, the prior consent will be required from the Unit Owner with an interest in the affected Limited Common Element.

23.2.6 Different Parcels; Different Times

(a) Any Development Right may be exercised with respect to different parcels of Property at different times;

(b) No assurances are made as to final boundaries of such parcels or as to the order in which those parcels may be subjected to the exercise of each Development Right; and

(c) Even though a Development Right is exercised in any portion of the Property subject to that right, that right need not be exercised in all or in any other portion of the remainder of that Property.

23.2.7 Exercise of Development Right. To exercise any Development Right reserved under Section 23.2, the Declarant shall prepare, execute, and record an amendment to this Declaration under Article 21 and comply with RCW 64.34.232.

23.2.8 Termination of Development Rights. Except as otherwise provided in this Declaration, the foregoing Development Rights shall continue so long as the Declarant is completing improvements which are within or may be added to this Condominium, or the Declarant owns any Units, or any Special Declarant Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Development Rights at any time by recording an amendment to this Declaration, which amendment specifies which Right is thereby terminated.

23.3 Liability for Damage. The Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Condominium, of any portion of the Condominium damaged by the exercise of rights reserved by Declarant pursuant to or created by this Declaration or the Act.

23.4 Declarant's Easements. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in this Declaration.

Article 24 CONSTRUCTION OF UNIT STRUCTURES

A Unit Owner, (including Declarant) at its sole cost and expense, shall have the right to construct (in compliance with the provisions of this Declaration and all applicable laws, rules and regulations) and thereafter maintain, repair, alter and replace improvements within the Unit owned by such Owner. In connection therewith, a Unit Owner is granted the same easements as granted to the Declarant (subject to the same limitations and conditions as imposed on Declarant). In connection therewith, a Unit Owner, at its sole cost and expense, shall have the right and obligation to cause such amendments to this Declaration and the Survey Map and Plans to be prepared and recorded as may be required by law or requested by title insurers or Mortgagees of the Unit; provided, that (except for amendments being made by the Declarant) such amendments must receive the prior written approval of the Board, which approval shall not be unreasonably delayed or denied. This Declaration and the Survey Map and Plans may be amended to show data pertaining to Unit Structures when completed.

Article 25 DISPUTE RESOLUTION

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document: 10/9/10
HomeWise
25.1 Policy - Mediation. All parties subject to this Declaration hope there will be no disputes arising out of their relationship. To that end, each party commits to cooperate in good faith and to deal fairly in performing its duties under this Declaration in order to accomplish their mutual objectives and avoid disputes. But if a dispute arises, the parties agree to resolve all disputes by the following alternate dispute resolution process: (a) the parties will seek a fair and prompt negotiated resolution, but if this is not successful; (b) all disputes shall be resolved by binding arbitration; provided that during this process; (c) at the request of either party made not later than forty-five (45) days after the initial arbitration demand, the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date). The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

25.2 Binding Arbitration. Any claim between or among any party subject to this Declaration (including without limitation, the Declarant, Association, Board or officers, Unit Owners, or their employees or agents) arising out of or relating to this Declaration, a Unit or Units, the Condominium or the Association shall be determined by Arbitration in the county in which the Condominium is located commenced in accordance with RCW 7.04.060; provided, that the total award by a single arbitrator (as opposed to a majority of the arbitrators) shall not exceed fifty thousand dollars (\$50,000), including interest, attorneys' fees and costs. If any party demands a total award greater than fifty thousand dollars (\$50,000), there shall be three (3) neutral arbitrators. If the parties cannot agree on the identity of the arbitrator(s) within ten (10) days of the arbitration demand, the arbitrator(s) shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or have similar professional credentials). Each arbitrator shall be an attorney with at least fifteen (15) years' experience in commercial or real estate law and shall reside in Snohomish County. Whether a claim is covered by the Article shall be determined by the arbitrator(s). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder.

25.3 Hearing - Law - Appeal Limited. The arbitrator(s) shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) business days; and the arbitrator(s) written decision shall be made not later than fourteen (14) calendar days after the hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator(s) may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator(s) shall apply applicable substantive law. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgment may be entered in any court having jurisdiction thereof. The arbitrator(s) may award injunctive relief or any other remedy available from a judge, including without limitation joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy; but shall not have the power to award punitive or exemplary damages or to award attorneys' fees and costs to the prevailing party except as specifically provided in this Declaration. The decision and award of the arbitrator(s) need not be unanimous; rather, the decision and award of two (2) arbitrators shall be final. Provided, if at the time dispute resolution procedures are to commence hereunder, the law of Washington prohibits a waiver of judicial enforcement or prohibits binding arbitration, then the parties agree to otherwise fully comply with the provisions hereof, and agree that any party may seek judicial review of the arbitrator's decision.

25.4 Warranty Dispute Resolution. In the event Declarant has issued a warranty of quality to the initial Purchasers of Units, and such warranty contains provisions governing the making of claims and governing the resolution of disputes, then the provisions of such warranty shall control over the provisions of this Article 25 with respect to all express and implied warranty claims (including without limitation the Washington Condominium Act implied warranties) involving Units and Common Elements (regardless of whether the Unit Owner, Association or Board is asserting the claim).

Article 26 PARTY WALLS

26.1 General Rules of Law Apply. Each wall which is built as a part of the original construction of an Attached Dwelling and placed on the dividing line between two Attached Dwellings shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

26.2 Sharing Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

26.3 Destruction by Fire or Other Casualty If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

26.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

26.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Address: 4541 148th St NE
Order Date: 07-15-2026
HomeWiseDocs
DATED AS OF: ~~9-1-10~~ OCTOBER 12, 2010

DECLARANT:

The undersigned has executed the Survey Map and Plans, and the Declaration, in its capacity (1) as the "Declarant" [as that term is defined in RCW 64.34.020(14)], and (2) as the owner of the Units described in Exhibit A as Phase 1 (excluding units 117 through 126, inclusive).

ENCORE HOMES, INC.

BY: David B. Johnson 10/12/10
David B. Johnson, President

UNIT OWNER:

The undersigned has executed the Survey Map and Plans, and the Declaration, in its capacity (1) as the owner of Units 117 through 126, inclusive, described in Exhibit A, but not (2) as the "Declarant" [as that term is defined in RCW 64.34.020(14)].

GARRETT FAMILY, LLC.

BY: David B. Johnson
David B. Johnson, Member

STATE OF WASHINGTON §
COUNTY OF SNOHOMISH §

I certify that I know or have satisfactory evidence that David B. Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledge it as the President of Encore Homes, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

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

MARIE K. ENGLISH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 3, 2011

Marie K English
Notary Public in and for the State Of Washington

Residing In Arlington

My Commission Expires: Dec 3, 2011

Print Notary Name: Marie K English

STATE OF WASHINGTON §
COUNTY OF SNOHOMISH §

I certify that I know or have satisfactory evidence that David B. Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledge it as a Member of Garrett Family, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

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

MARIE K. ENGLISH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 3, 2011

Marie K English
Notary Public in and for the State Of Washington

Residing In Arlington

My Commission Expires: Dec 3, 2011

Print Notary Name: Marie K English

**FOX RUN, A SINGLE FAMILY CONDOMINIUM
EXHIBIT A
TO THE DECLARATION**

1. DESCRIPTION OF REAL PROPERTY INCLUDED IN CONDOMINIUM:

a. LEGAL DESCRIPTION OF ALL POSSIBLE PHASES:

UNITS 13 THROUGH 38; 102 THROUGH 141; 39 THROUGH 60; 65 THROUGH 73; 80 THROUGH 84; 91 THROUGH 94; 101; AND 142 THROUGH 287, INCLUSIVE, OF THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200612110690 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 200612115143.

b. LEGAL DESCRIPTION OF PHASE 1:

UNITS 13 THROUGH 38, AND 102 THROUGH 141, INCLUSIVE, OF THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200612110690 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 200612115143.

c. LEGAL DESCRIPTION OF REMAINDER OF PHASES:

THE LAND (UNITS) DESCRIBED FOR "ALL POSSIBLE PHASES", LESS THE LAND (UNITS) DESCRIBED "PHASE 1".

NOTE #1 - REGARDING ADDING FUTURE PHASES:

FUTURE PHASES (AND UNITS) MAY BE SUBSEQUENTLY ADDED TO THE CONDOMINIUM BY THE RECORDING OF AN APPROPRIATE AMENDMENT TO THE DECLARATION, WHICH SHALL DESCRIBE THE UNITS BEING ADDED BY REFERENCE TO THIS SURVEY MAP AND PLANS.

NOTE#2 - REGARDING UNIT OWNERSHIP:

ON THE DATE OF INITIAL RECORDING OF THIS DECLARATION, THE DECLARANT MAY NOT HOLD TITLE TO SOME OF THE UNITS DESCRIBED ABOVE AS "FUTURE" PHASES ("FUTURE PHASE UNITS"). 2ALTHOUGH DECLARANT HAS RESERVED THE RIGHT FOR ITSELF (AND FOR ANY SUCCESSOR TO DECLARANT'S RIGHTS) TO ADD SAID FUTURE PHASE UNITS TO THE CONDOMINIUM IN FUTURE PHASES, THE DECLARANT (OR ANY SUCCESSOR TO DECLARANT'S RIGHTS) SHALL NOT HAVE THE RIGHT TO ADD SUCH FUTURE PHASE UNITS TO THE CONDOMINIUM, NOR OTHERWISE SUBJECT SUCH PROPERTY TO THE PROVISIONS OF THIS DECLARATION, WITHOUT THE PRIOR WRITTEN AND RECORDED CONSENT OF THE THEN CURRENT RECORD OWNER OF SUCH FUTURE PHASE UNITS. 3WITHOUT THE PRIOR WRITTEN AND RECORDED CONSENT OF THE THEN CURRENT RECORD OWNER OF SAID FUTURE PHASE UNITS, THE RESERVATION IN THIS DECLARATION OF THE RIGHT TO ADD SAID FUTURE PHASE UNITS TO THE CONDOMINIUM IN FUTURE PHASES SHALL NOT SUBJECT SAID FUTURE PHASE UNITS TO THE PROVISIONS OF THIS DECLARATION NOR OTHERWISE CONSTITUTE AN ENCUMBRANCE, IMPAIRMENT OR OTHER RESTRICTION ON THE ON: (1) THE TITLE SAID FUTURE PHASE UNITS; OR (2) THE RIGHTS OF THE OWNER OF (OR ANY PARTY HOLDING OF RECORD A SECURITY IN) SAID FUTURE PHASE UNITS.

2. **Description of any Real Property which may be allocated subsequently by the Declarant as Limited Common Elements (other than Limited Common Elements specified in Sections 4.1.2 and 4.1.4):** See Paragraph 1 above.

3. **Description of the Real Property to which any Development Right or Special Declarant Right applies:** See Paragraph 1 above.

4. **Moorage Slips:** None.

5. **Recreational Facilities:** None.

6. **Parking:** (if all possible phases are included) The following parking data are (i) estimates only; (ii) subject to change; and (iii) based on City of Marysville requirements applied jointly to Master Units 1 through 287.

a. **Covered (carport) Parking spaces** – None

b. **Uncovered (open) & Enclosed (garage) parking spaces [within boundary of Units]** – Per City of Marysville, 2 spaces are required for each dwelling unit and a driveway counts as one space; each dwelling unit will have at least 2 spaces (1 driveway and 1 garage), but some may have 3 spaces (1 driveway and 2 garage).

c. **Uncovered (open) & Enclosed (garage) parking spaces [on-street, not within boundary of Units]** – Per the City of Marysville, on-street parking spaces are not counted toward the minimum 2-parking

space/dwelling requirement.

Estimated on-street parking – Not yet determined.

[All parking are Estimates only; Subject to change]

7. **Replacement of Certain Components.** Although each Owner is responsible for the maintenance, repair and replacement of all improvements (including structures) within the boundaries of the Unit, either the Master Association or the Sub-association (as determined by the Master Association Board) shall be responsible for the following work (the cost of which, including reserves, shall be deemed a Common Expense of the Association performing the work): The maintenance of front yard landscaping (as defined by the Association's rules and regulations) of Units within a Single Family Condominium; Provided, that the costs of the foregoing shall be assessed only against Units within the Single Family Condominiums.
8. **Aviation Easement Restrictions.** The land is within the influence of the Arlington Municipal Airport, on which aeronautical activities as defined in RCW Chapter 14.08 and the Arlington Municipal Code Title 14 are and may be conducted. This land may experience low overhead flights, odor, noise, vibration and other aviation related impacts.
9. **Pedestrian Path Easement – Unit 288.** A non-exclusive easement is established over and across Unit 288, for pedestrian access to a bus-stop, for the benefit of residents and guests of Units 1-288. Said easement shall be located by the Owner of Unit 288 to conform to applicable governmental ordinances, rules and regulations. For purposes of use, administration, maintenance and repair, said easement shall constitute a Common Element of the Master Condominium.
10. **Developmental Declaration Of Covenants, Conditions And Restrictions.** Reference is made to the Developmental Declaration Of Covenants, Conditions And Restrictions ("Developmental Declaration") recorded under Snohomish county Recording No. 200704040242. This Declaration is subject and subordinate to the Development Declaration. Any modifications to the Developmental Declaration will require the prior written consent of the City of Marysville. The Developmental Declaration will control over any other covenant, condition, restriction or easement that may be recorded against the Property.
11. **Common Element – Expense and Voting.**
- The Survey Map and Plans show the legal description of the vertical boundaries of Units.
 - Each of the Units shown on the Survey Map and Plans will accommodate the construction of one or more residential single family dwelling structures.
 - The Survey map and Plans show, and the Declaration describes, various Common Elements which each Unit (regardless of whether added to the Condominium), may use and enjoy in common with all Units.
 - Even though the Condominium is being created in phases, and even though some Units may not have been added to the Condominium:
 - (1) The costs of maintaining, repairing, replacing and insuring ("Common Element Expense"), and all voting rights pertaining thereto ("Common Element Voting Rights") of Common Elements shown on the Survey Map and Plans and/or described in the Declaration shall be allocated to each Unit on the basis of a fraction, the numerator of which is the total number of dwelling structures that may be constructed within the Unit and the denominator of which is the total number of dwelling structures that may be constructed within all Units; and
 - (2) The owner of the land within the vertical boundaries of a Unit shall be responsible for paying the Common Element Expense, and shall have the right to exercise the Common Element Voting Rights, allocated to such Unit.

FOX RUN, A SINGLE FAMILY CDNDOMINIUM
DECLARATION EXHIBIT B - BUILDING/UNIT DATA (Phase 1)
UNIT DATA

*** NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.

UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2:** Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

***** NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit.

Address: 4541 146th Street
Order Date: 07-15-2026
Document not for resale

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	ALL POSSIBLE PHASES	PHASE 1	
				[] construction plan estimate	*** ALLOCATED INTEREST	*** ALLOCATED INTEREST	
				[XX] surveyor's	Common Expense, Votes & Common Elements	Common Expense, Votes & Common Elements	
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT			
	See NOTES 1 & 2			See Note 2	See NOTE 3		
PHASE 1A							
13	* & **	* & **	* & **	5,219	1/253	1/66	
14	* & **	* & **	* & **	2,967	1/253	1/66	
15	* & **	* & **	* & **	2,881	1/253	1/66	
16	* & **	* & **	* & **	2,894	1/253	1/66	
17	* & **	* & **	* & **	2,896	1/253	1/66	
18	* & **	* & **	* & **	2,907	1/253	1/66	
19	* & **	* & **	* & **	2,923	1/253	1/66	
20	* & **	* & **	* & **	2,924	1/253	1/66	
21	* & **	* & **	* & **	2,924	1/253	1/66	
22	* & **	* & **	* & **	2,924	1/253	1/66	
23	* & **	* & **	* & **	2,924	1/253	1/66	
24	* & **	* & **	* & **	2,924	1/253	1/66	
25	* & **	* & **	* & **	2,924	1/253	1/66	
26	* & **	* & **	* & **	2,924	1/253	1/66	
27	* & **	* & **	* & **	2,924	1/253	1/66	
28	* & **	* & **	* & **	3,660	1/253	1/66	
29	* & **	* & **	* & **	5,426	1/253	1/66	
30	* & **	* & **	* & **	4,440	1/253	1/66	
31	* & **	* & **	* & **	3,774	1/253	1/66	
32	* & **	* & **	* & **	3,774	1/253	1/66	
33	* & **	* & **	* & **	3,774	1/253	1/66	
34	* & **	* & **	* & **	3,774	1/253	1/66	
35	* & **	* & **	* & **	3,774	1/253	1/66	
36	* & **	* & **	* & **	3,774	1/253	1/66	
37	* & **	* & **	* & **	3,774	1/253	1/66	
38	* & **	* & **	* & **	5,943	1/253	1/66	

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED	*** ALLOCATED
				[] construction plan estimate	INTEREST	INTEREST
				[XX] surveyor's	Common Expense, Votes & Common Elements	Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT		
See NOTES 1 & 2				See Note 2	See NOTE 3	
PHASE 1B						
102	* & **	* & **	* & **	3,000	1/253	1/66
103	* & **	* & **	* & **	2,550	1/253	1/66
104	* & **	* & **	* & **	2,550	1/253	1/66
105	* & **	* & **	* & **	2,550	1/253	1/66
106	* & **	* & **	* & **	2,550	1/253	1/66
107	* & **	* & **	* & **	2,550	1/253	1/66
108	* & **	* & **	* & **	2,968	1/253	1/66
109	* & **	* & **	* & **	2,924	1/253	1/66
110	* & **	* & **	* & **	2,550	1/253	1/66
111	* & **	* & **	* & **	2,550	1/253	1/66
112	* & **	* & **	* & **	2,550	1/253	1/66
113	* & **	* & **	* & **	2,550	1/253	1/66
114	* & **	* & **	* & **	2,550	1/253	1/66
115	* & **	* & **	* & **	2,876	1/253	1/66
116	* & **	* & **	* & **	3,247	1/253	1/66
117	* & **	* & **	* & **	2,924	1/253	1/66
118	* & **	* & **	* & **	2,924	1/253	1/66
119	* & **	* & **	* & **	2,924	1/253	1/66
120	* & **	* & **	* & **	2,924	1/253	1/66
121	* & **	* & **	* & **	2,924	1/253	1/66
122	* & **	* & **	* & **	2,924	1/253	1/66
123	* & **	* & **	* & **	2,924	1/253	1/66
124	* & **	* & **	* & **	2,924	1/253	1/66
125	* & **	* & **	* & **	2,924	1/253	1/66
126	* & **	* & **	* & **	2,924	1/253	1/66
127	* & **	* & **	* & **	2,924	1/253	1/66
128	* & **	* & **	* & **	2,924	1/253	1/66
129	* & **	* & **	* & **	5,254	1/253	1/66
130	* & **	* & **	* & **	2,907	1/253	1/66
131	* & **	* & **	* & **	2,932	1/253	1/66
132	* & **	* & **	* & **	4,328	1/253	1/66
133	* & **	* & **	* & **	2,584	1/253	1/66
134	* & **	* & **	* & **	2,584	1/253	1/66
135	* & **	* & **	* & **	2,584	1/253	1/66
136	* & **	* & **	* & **	2,584	1/253	1/66
137	* & **	* & **	* & **	2,584	1/253	1/66
138	* & **	* & **	* & **	2,584	1/253	1/66
139	* & **	* & **	* & **	2,584	1/253	1/66
140	* & **	* & **	* & **	2,584	1/253	1/66
141	* & **	* & **	* & **	2,584	1/253	1/66
PHASE 1						1
TOTAL UNITS IN PHASE 1 = 66						

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED	*** ALLOCATED
				[] construction plan estimate	INTEREST	INTEREST
				[XX] surveyor's	Common Expense, Votes & Common Elements	Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT		
See NOTES 1 & 2				See Note 2	See NOTE 3	
FUTURE PHASES						
39	* & **	* & **	* & **	3,032	1/253	
40	* & **	* & **	* & **	3,225	1/253	
41	* & **	* & **	* & **	3,225	1/253	
42	* & **	* & **	* & **	3,892	1/253	
43	* & **	* & **	* & **	2,907	1/253	
44	* & **	* & **	* & **	2,907	1/253	
45	* & **	* & **	* & **	2,907	1/253	
46	* & **	* & **	* & **	2,907	1/253	
47	* & **	* & **	* & **	2,907	1/253	
48	* & **	* & **	* & **	2,828	1/253	
49	* & **	* & **	* & **	2,828	1/253	
50	* & **	* & **	* & **	2,907	1/253	
51	* & **	* & **	* & **	2,907	1/253	
52	* & **	* & **	* & **	2,907	1/253	
53	* & **	* & **	* & **	2,907	1/253	
54	* & **	* & **	* & **	2,907	1/253	
55	* & **	* & **	* & **	3,975	1/253	
56	* & **	* & **	* & **	3,131	1/253	
57	* & **	* & **	* & **	3,131	1/253	
58	* & **	* & **	* & **	3,063	1/253	
59	* & **	* & **	* & **	2,869	1/253	
60	* & **	* & **	* & **	2,869	1/253	
65	* & **	* & **	* & **	2,847	1/253	
66	* & **	* & **	* & **	2,869	1/253	
67	* & **	* & **	* & **	2,869	1/253	
68	* & **	* & **	* & **	2,869	1/253	
69	* & **	* & **	* & **	2,869	1/253	
70	* & **	* & **	* & **	2,869	1/253	
71	* & **	* & **	* & **	3,116	1/253	
72	* & **	* & **	* & **	2,584	1/253	
73	* & **	* & **	* & **	2,584	1/253	
80	* & **	* & **	* & **	3,116	1/253	
81	* & **	* & **	* & **	3,225	1/253	
82	* & **	* & **	* & **	3,225	1/253	
83	* & **	* & **	* & **	3,225	1/253	
84	* & **	* & **	* & **	3,225	1/253	
91	* & **	* & **	* & **	2,924	1/253	
92	* & **	* & **	* & **	2,924	1/253	
93	* & **	* & **	* & **	2,924	1/253	
94	* & **	* & **	* & **	3,870	1/253	
101	* & **	* & **	* & **	3,332	1/253	
142	* & **	* & **	* & **	4,227	1/253	
143	* & **	* & **	* & **	2,890	1/253	
144	* & **	* & **	* & **	2,890	1/253	
145	* & **	* & **	* & **	5,267	1/253	
146	* & **	* & **	* & **	2,584	1/253	
147	* & **	* & **	* & **	2,584	1/253	
148	* & **	* & **	* & **	2,584	1/253	
149	* & **	* & **	* & **	2,584	1/253	
150	* & **	* & **	* & **	2,584	1/253	
151	* & **	* & **	* & **	2,584	1/253	
152	* & **	* & **	* & **	2,584	1/253	
153	* & **	* & **	* & **	2,584	1/253	
154	* & **	* & **	* & **	2,584	1/253	
155	* & **	* & **	* & **	4,298	1/253	
156	* & **	* & **	* & **	2,898	1/253	
157	* & **	* & **	* & **	2,899	1/253	
158	* & **	* & **	* & **	4,299	1/253	

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED	*** ALLOCATED
				[] construction plan estimate	INTEREST	INTEREST
				[XX] surveyor's	Common Expense, Votes & Common Elements	Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT		
	See NOTES 1 & 2			See Note 2	See NOTE 3	
159	* & **	* & **	* & **	2,924	1/253	
160	* & **	* & **	* & **	2,924	1/253	
161	* & **	* & **	* & **	2,924	1/253	
162	* & **	* & **	* & **	2,924	1/253	
163	* & **	* & **	* & **	2,924	1/253	
164	* & **	* & **	* & **	2,924	1/253	
165	* & **	* & **	* & **	2,924	1/253	
166	* & **	* & **	* & **	2,924	1/253	
167	* & **	* & **	* & **	2,924	1/253	
168	* & **	* & **	* & **	2,924	1/253	
169	* & **	* & **	* & **	3,717	1/253	
170	* & **	* & **	* & **	2,518	1/253	
171	* & **	* & **	* & **	2,518	1/253	
172	* & **	* & **	* & **	3,632	1/253	
173	* & **	* & **	* & **	2,924	1/253	
174	* & **	* & **	* & **	2,924	1/253	
175	* & **	* & **	* & **	2,924	1/253	
176	* & **	* & **	* & **	2,924	1/253	
177	* & **	* & **	* & **	2,924	1/253	
178	* & **	* & **	* & **	2,924	1/253	
179	* & **	* & **	* & **	2,924	1/253	
180	* & **	* & **	* & **	2,924	1/253	
181	* & **	* & **	* & **	2,924	1/253	
182	* & **	* & **	* & **	2,924	1/253	
183	* & **	* & **	* & **	2,916	1/253	
184	* & **	* & **	* & **	2,916	1/253	
185	* & **	* & **	* & **	2,916	1/253	
186	* & **	* & **	* & **	2,915	1/253	
187	* & **	* & **	* & **	2,915	1/253	
188	* & **	* & **	* & **	2,915	1/253	
189	* & **	* & **	* & **	2,924	1/253	
190	* & **	* & **	* & **	2,924	1/253	
191	* & **	* & **	* & **	2,924	1/253	
192	* & **	* & **	* & **	2,924	1/253	
193	* & **	* & **	* & **	3,681	1/253	
194	* & **	* & **	* & **	3,517	1/253	
195	* & **	* & **	* & **	2,924	1/253	
196	* & **	* & **	* & **	2,924	1/253	
197	* & **	* & **	* & **	2,924	1/253	
198	* & **	* & **	* & **	2,924	1/253	
199	* & **	* & **	* & **	2,924	1/253	
200	* & **	* & **	* & **	2,924	1/253	
201	* & **	* & **	* & **	2,924	1/253	
202	* & **	* & **	* & **	2,924	1/253	
203	* & **	* & **	* & **	2,924	1/253	
204	* & **	* & **	* & **	2,924	1/253	
205	* & **	* & **	* & **	2,924	1/253	
206	* & **	* & **	* & **	2,924	1/253	
207	* & **	* & **	* & **	2,924	1/253	
208	* & **	* & **	* & **	2,924	1/253	
209	* & **	* & **	* & **	2,924	1/253	
210	* & **	* & **	* & **	2,924	1/253	
211	* & **	* & **	* & **	3,247	1/253	
212	* & **	* & **	* & **	4,237	1/253	
213	* & **	* & **	* & **	3,798	1/253	
214	* & **	* & **	* & **	3,774	1/253	
215	* & **	* & **	* & **	3,774	1/253	
216	* & **	* & **	* & **	3,774	1/253	
217	* & **	* & **	* & **	3,774	1/253	

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED	*** ALLOCATED
				[] construction plan estimate	INTEREST	INTEREST
	# of Bathrms	# of Bdrms	# of FrPlcs	[XX] surveyor's	Common Expense, Votes & Common Elements	Common Expense, Votes & Common Elements
				UNIT		
See NOTES 1 & 2				See Note 2	See NOTE 3	
218	* & **	* & **	* & **	3,774	1/253	
219	* & **	* & **	* & **	3,774	1/253	
220	* & **	* & **	* & **	3,774	1/253	
221	* & **	* & **	* & **	3,774	1/253	
222	* & **	* & **	* & **	3,774	1/253	
223	* & **	* & **	* & **	3,774	1/253	
224	* & **	* & **	* & **	3,774	1/253	
225	* & **	* & **	* & **	3,774	1/253	
226	* & **	* & **	* & **	3,774	1/253	
227	* & **	* & **	* & **	3,774	1/253	
228	* & **	* & **	* & **	3,774	1/253	
229	* & **	* & **	* & **	3,774	1/253	
230	* & **	* & **	* & **	4,071	1/253	
231	* & **	* & **	* & **	3,442	1/253	
232	* & **	* & **	* & **	3,689	1/253	
233	* & **	* & **	* & **	8,731	1/253	
234	* & **	* & **	* & **	7,498	1/253	
235	* & **	* & **	* & **	3,440	1/253	
236	* & **	* & **	* & **	3,440	1/253	
237	* & **	* & **	* & **	3,440	1/253	
238	* & **	* & **	* & **	2,923	1/253	
239	* & **	* & **	* & **	2,923	1/253	
240	* & **	* & **	* & **	2,923	1/253	
241	* & **	* & **	* & **	2,922	1/253	
242	* & **	* & **	* & **	2,922	1/253	
243	* & **	* & **	* & **	2,922	1/253	
244	* & **	* & **	* & **	2,922	1/253	
245	* & **	* & **	* & **	2,921	1/253	
246	* & **	* & **	* & **	2,921	1/253	
247	* & **	* & **	* & **	2,921	1/253	
248	* & **	* & **	* & **	2,920	1/253	
249	* & **	* & **	* & **	2,920	1/253	
250	* & **	* & **	* & **	2,920	1/253	
251	* & **	* & **	* & **	2,920	1/253	
252	* & **	* & **	* & **	2,919	1/253	
253	* & **	* & **	* & **	2,919	1/253	
254	* & **	* & **	* & **	2,919	1/253	
255	* & **	* & **	* & **	2,918	1/253	
256	* & **	* & **	* & **	2,918	1/253	
257	* & **	* & **	* & **	2,918	1/253	
258	* & **	* & **	* & **	2,918	1/253	
259	* & **	* & **	* & **	2,917	1/253	
260	* & **	* & **	* & **	2,917	1/253	
261	* & **	* & **	* & **	2,917	1/253	
262	* & **	* & **	* & **	5,347	1/253	
263	* & **	* & **	* & **	2,890	1/253	
264	* & **	* & **	* & **	2,890	1/253	
265	* & **	* & **	* & **	4,286	1/253	
266	* & **	* & **	* & **	2,584	1/253	
267	* & **	* & **	* & **	2,584	1/253	
268	* & **	* & **	* & **	2,584	1/253	
269	* & **	* & **	* & **	2,584	1/253	
270	* & **	* & **	* & **	2,584	1/253	
271	* & **	* & **	* & **	2,584	1/253	
272	* & **	* & **	* & **	2,584	1/253	
273	* & **	* & **	* & **	2,584	1/253	
274	* & **	* & **	* & **	2,584	1/253	
275	* & **	* & **	* & **	4,445	1/253	
276	* & **	* & **	* & **	3,058	1/253	
277	* & **	* & **	* & **	3,083	1/253	
278	* & **	* & **	* & **	5,611	1/253	

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED	*** ALLOCATED
				[] construction plan estimate	INTEREST	INTEREST
				[XX] surveyor's	Common Expense, Votes & Common Elements	Common Expense, Votes & Common Elements
	UNIT					
# of	# of	# of				
Bäthrms	Bdrms	FrPlcs				
	See NOTES 1 & 2			See Note 2	See NOTE 3	
279	* & **	* & **	* & **	2,588	1/253	
280	* & **	* & **	* & **	2,588	1/253	
281	* & **	* & **	* & **	2,589	1/253	
282	* & **	* & **	* & **	2,589	1/253	
283	* & **	* & **	* & **	2,589	1/253	
284	* & **	* & **	* & **	2,589	1/253	
285	* & **	* & **	* & **	2,590	1/253	
286	* & **	* & **	* & **	2,590	1/253	
287	* & **	* & **	* & **	2,590	1/253	
TOTALS				588,228	1	

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

CC&Rs-Condo Declaration
Meadows at Marysville Master Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

200612110690 55 PGS
12-11-2006 01:21pm \$86.00
SNOHOMISH COUNTY, WASHINGTON

WHEN RECORDED, RETURN TO

L155-1 EAGLE POINT LLC
10515 20th Street SE, Suite 100
Everett, WA 98205

DOCUMENT TITLE(S):
MASTER DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: NONE

GRANTOR(S) (DECLARANT)
L155-1 EAGLE POINT LLC

GRANTEE(S). (PROJECT NAME)
THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE):
NE 1/4, SE 1/4 & NW 1/4, SE 1/4 Section 33, Township 31 N, Range 5 E
W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER
31053300400100

☐ Additional legal is on Exhibit A of the document

**MASTER DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY**

NOTICE TO RECORDER'S OFFICE

AS REQUIRED, BY RCW CHAPTER 64.34, AT THE TIME OF RECORDING OF THIS MASTER DECLARATION INSERT IN SECTION 22.7, THE CROSS-REFERENCE RECORDING DATA OF THE SURVEY MAP AND PLANS RECORDED IN CONNECTION HERewith

DEVELOPMENT PLAN

The recording of the Master Declaration and related Survey Map and Plans shall create THE MEADOWS IN MARYSVILLE, A Master Condominium Community ("Master Condominium") containing two hundred and eighty-eight (288) units ("Master Units 1 through 288, inclusive, collectively "Master Units") THE MEADOWS IN MARYSVILLE Master Owners Association ("Master Association") will be created by the filing of Articles of Incorporation ("Master Articles") of Master Association and the Bylaws ("Master Bylaws") of the Master Association

By the recording of a condominium declaration and survey map and plans, a condominium ("McKendree Park, A Condominium") may be created within Master Unit 288 and be comprised a number of multifamily structures, each containing condominium dwelling units. The McKendree Park Condominium Association ("McKendree Park Association") will be created by the filing of Articles of Incorporation ("McKendree Park Articles") of McKendree Park Association and the Bylaws ("McKendree Park Bylaws") of the McKendree Park Association

By the recording of two condominium declarations and survey map and plans, two condominiums (one to be named "Bristol Court, A Condominium Community", and one to be named "Hawkstone, A Condominium Community", and all collectively being referred to as the "Single Family Condominiums") may be created. Each Single Family Condominium will contain a number of Master Units, and each such Unit will contain a single family dwelling. Each Single Family Condominium may be expanded by adding additional Master Units, and additional Single Family Condominiums may be created containing Master Units. For each Single Family Condominium, an owners association ("Single Family Association") will be created pursuant to articles of incorporation ("Single Family Association Articles") and bylaws ("Single Family Association Bylaws"), collectively referred to as the "Single Family Associations"

The McKendree Park, A Condominium and the Single Family Condominiums shall collectively be referred to as the "Subcondominiums". The McKendree Park Condominium Association and the Single Family Associations shall collectively referred to as the "Subassociations"

**MASTER DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY**

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**MASTER DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY**

Pursuant to the Act defined in Section 1 8 1 and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole owner(s), lessee(s) or possessor(s) of said Property, make the following Master Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Master Declaration, it is agreed that this Master Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments

The name of this Condominium is: **THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY**

DEVELOPMENT PLAN

The recording of the Master Declaration and related Survey Map and Plans shall create THE MEADOWS IN MARYSVILLE, A Master Condominium Community ("Master Condominium") containing two hundred and eighty-eight (288) units ("Master Units 1 through 288, inclusive, collectively "Master Units") THE MEADOWS IN MARYSVILLE Master Owners Association ("Master Association") will be created by the filing of Articles of Incorporation ("Master Articles") of Master Association and the Bylaws ("Master Bylaws") of the Master Association

By the recording of a condominium declaration and survey map and plans, a condominium ("McKendree Park, A Condominium") may be created within Master Unit 288 and be comprised a number of multifamily structures, each containing condominium dwelling units. The McKendree Park Condominium Association ("McKendree Park Association") will be created by the filing of Articles of Incorporation (McKendree Park Articles") of McKendree Park Association and the Bylaws ("McKendree Park Bylaws") of the McKendree Park Association

By the recording of two condominium declarations and survey map and plans, two condominiums (one to be named "Bristol Court, A Condominium Community", and one to be named "Hawkstone, A Condominium Community", and all collectively being referred to as the "Single Family Condominiums") may be created. Each Single Family Condominium will contain a number of Master Units, and each such Unit will contain a single family dwelling. Each Single Family Condominium may be expanded by adding additional Master Units, and additional Single Family Condominiums may be created containing Master Units. For each Single Family Condominium, an owners association ("Single Family Association") will be created pursuant to articles of incorporation ("Single Family Association Articles") and bylaws ("Single Family Association Bylaws"), collectively referred to as the "Single Family Associations"

The McKendree Park, A Condominium and the Single Family Condominiums shall collectively be referred to as the "Subcondominiums". The McKendree Park Condominium Association and the Single Family Associations shall collectively referred to as the "Subassociations"

**Article 1
INTERPRETATION**

1 1 Liberal Construction The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of Washington law. It is intended and covenanted also that, insofar as it affects this Master Declaration and Condominium, the provisions of the Act under which this Master Declaration is operative, shall be liberally construed to effectuate the intent of this Master Declaration insofar as reasonably possible

1 2 Consistent with Act The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result

1 3 Covenant Running With Land It is intended that this Master Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent

Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable

1.4 Percentage of Owners or Mortgagees For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee holds Mortgages on, more than one Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held

1.5 Declarant Is Original Owner Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are recorded

1.6 Captions and Exhibits Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made

1.7 Inflationary Increase in Dollar Limits Any dollar amounts specified in this Master Declaration in connection with any proposed action or decision of the Board or Master Association may, in the discretion of the Board, be increased proportionately by the increase in the consumer price index for the city of Seattle, Washington for All Urban Consumers, prepared by the United States Department of Labor for the base period, January 1 of the calendar year following the year in which the Master Declaration was recorded, to adjust for any deflation or inflation in the value of the dollar

1.8 Definitions

1.8.1 "The Act" means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34) as amended

1.8.2 "Allocated Interests" means those undivided interests in the Common Elements, the Common Expense Liability, and votes in the Master Association allocated to each Unit more particularly provided for in Article 8 and as shown in Exhibit B

1.8.3 "Assessment" means all sums chargeable by the Master Association against a Unit including, without limitation (a) regular and special Assessments for Common Expenses, charges, and fines imposed by the Master Association, (b) interest and late charges on any delinquent account, and (c) costs of collection, including reasonable attorneys' fees, incurred by the Master Association in connection with the collection of a delinquent Owner's account

1.8.4 "Board" means the board of directors of the Master Association provided for in Section 10.3

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

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

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

(c) all financial records, including without limitation canceled checks, bank statements, and financial statements of the Master Association and source documents from the time of incorporation of the Master Association through the current date,

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

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

(f) all Insurance policies or copies thereof for the Condominium (or any part thereof) and Master Association,

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

thereof),

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

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

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

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

(l) all reports, documents, communications or written instruments pertaining to any litigation or other legal or mediation/arbitration proceeding (whether pending, threatened, or under consideration) to which the Master Association (or Board, Officer or Owner) is or may be a party, or which may relate to or affect the Condominium (or any part thereof), and

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

1 8 6 "Bylaws" shall mean the bylaws of the Master Association provided for in Article 9

1 8 7 "Common Elements" means all portions of the Condominium other than the Units

1 8 8 "Common Expenses" means expenditures made by or financial liabilities of the Master Association, together with any allocations to reserves

1 8 9 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Article 8

1 8 10 "Condominium" means the condominium created by this Master Declaration and related Survey Map and Plans pursuant to the Act

1 8 11 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract and with respect to a Unit in a leasehold condominium, a transfer by lease or assignment thereof, but shall not include a transfer solely for security

1 8 12 "Declarant" means any person or group of persons acting in concert who (a) executed as Declarant this Master Declaration, or (b) reserves or succeeds to any Special Declarant Right under the Master Declaration

1 8 13 "Declarant Control" means the right, if expressly reserved by this Master Declaration, of the Declarant or persons designated by the Declarant to appoint and remove Master Association officers and Board members, or to veto or approve a proposed action of the Board or Master Association, provided, in no event shall exercising the voting rights allocated to a unit or units owned by the Declarant or Declarant's affiliates be deemed "Declarant Control" Note The Declarant is not reserving the right of Declarant Control

1 8 14 "Development Rights" means any right, if expressly reserved by the Declarant in this Master Declaration to (a) add real property or improvements to the Condominium, (b) create Units, Common Elements, or Limited Common Elements within real property included or added to the Condominium, (c) subdivide Units or convert Units into Common Elements, (d) withdraw real property from the Condominium, or (e) reallocate limited common elements with respect to units that have not been conveyed by the Declarant

1 8 15 "Dispose" or "Disposition" means a voluntary transfer or conveyance to a purchaser or lessee of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest

1 8 16 "Eligible Mortgagee" means a mortgagee of a Unit or the Mortgagee of the Condominium that has filed with

the secretary of the Master Association a written request that it be given copies of notices of any action by the Master Association that requires the consent of Mortgagees

1 8 17 "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage or a deed in lieu thereof

1 8 18 "Identifying Number" means the designation of each Unit in a Condominium

1 8 19 "Interior Surfaces" (where that phrase is used in defining the boundaries of Limited Common Elements) shall not include paint, paneling, and other such finished surface coverings. Said finished coverings, along with fixtures and other tangible personal property located in and used in connection with said Limited Common Element, shall be deemed a part of said Limited Common Element

1 8 20 "Limited Common Element" means a portion of the Common Elements allocated by this Master Declaration (or by subsequent amendments thereto) or by operation of law for the exclusive use of one or more but fewer than all of the Units as provided in Article 7

1 8 21 "Manager" means the person retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person and as are provided in a written agreement between such person and the Master Association

1 8 22 "Master Association" means all of the Owners acting as a group in accordance with the Bylaws and with this Master Declaration as it is duly recorded and as they may be lawfully amended, which Master Association is more particularly provided for in Article 9. The Master Association shall constitute a master association provided for under RCW 64 34 276. The Master Association shall be acting in the capacity of an association described in RCW 64 34 300

1 8 23 "Master Declaration" means this Master Declaration and any amendments thereto

1 8 24 "Master Unit" means a means a portion of the Condominium, created by the recording of the Master Declaration and related Survey Map and Plans, designated for separate ownership, the boundaries of which are described pursuant to Article 4

1 8 25 "Mortgage" means a mortgage or deed of trust that creates a lien against a Unit and also means a real estate contract for the sale of a Unit

1 8 26 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee

1 8 27 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit, which mortgage was recorded simultaneous with or after the recordation of this Master Declaration. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also be deemed to include the Mortgagee of the Condominium

1 8 28 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Master Declaration affects, which Mortgage was either recorded prior to the recordation of this Master Declaration, or was recorded against all Units after the recordation of this Master Declaration but prior to the recorded conveyance of any Unit. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units

1 8 29 "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entities

1 8 30 "Property" or "Real Property" means any fee, leasehold or other estate or interest in, over, or under the land described in Exhibit A, including Buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" included parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and all personalty intended for use in connection therewith

1 8 31 "Purchaser" means any person, other than Declarant, who by means of a Disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest, including renewal options, of less than twenty years at the time of creation of the Unit, or (b) as security for an obligation

1 8 32 "Renting or Leasing" a Unit means the granting of a right to use or occupy a Unit, for a specified term or

indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other goods or services of value), but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership

1 8 33 "Residential Purposes" means use for dwelling or recreational purposes, or both

1 8 34 "Special Declarant Rights" means rights, if expressly reserved in this Master Declaration for the benefit of Declarant to

(a) complete improvements indicated on Survey Maps and Plans filed with the Master Declaration under RCW 64 34 232,

(b) exercise any Development Right under Section 23 2,

(c) maintain sales offices, management offices, signs advertising the Condominium, and models under Section 23 1 2,

(d) use easements through the Common Elements for the purpose of making improvements within the Condominium or within real property which may be added to the Condominium,

(e) make the Condominium part of a larger Condominium or a development under RCW 64 34 280,

(f) make the Condominium subject to a Master Association under RCW 64 34 276, or

1 8 35 "Subassociation" means an owners association comprised of the Owners of Units in a Subcondominium. A Subassociation shall be deemed a subassociation provided for in RCW 64 34 278

1 8 36 "Survey Map and Plans" means the survey map and the plans recorded simultaneously with this Master Declaration and any amendments, corrections, and addenda thereto subsequently recorded

1 8 37 "Unit" means a portion of a condominium, created within a Master Unit, designated for separate ownership, the boundaries of which are described pursuant to Article 4 of the declaration for such condominium

1 8 38 "Unit Owner" means, subject to Section 1 9 5, a Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation, or is merely "renting" or "leasing" a Unit as defined in Section 1 8 31. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract

1 8 39 "Unit Structure" means the improvements located or to be located within a Unit

1 9 Construction and Validity

1 9 1 All provisions of the Master Declaration and Bylaws are severable

1 9 2 The rule against perpetuities may not be applied to defeat any provision of the Master Declaration, Bylaws, rules, or regulations adopted pursuant to RCW 64 34 304(1)(a)

1 9 3 In the event of a conflict between the provisions of the Master Declaration and the Bylaws, the Master Declaration prevails except to the extent the Master Declaration is inconsistent with the Act

1 9 4 The creation of this Condominium shall not be impaired and title to the Master Unit or Unit and Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of the Master Declaration or Survey Map and Plans or any amendment thereto to comply with the Act

1 9 5 If the Master Declaration or Bylaws now or hereafter provide that any officers or directors of the Master Association must be Unit Owners, then notwithstanding the definition contained in Section 1 8 38, the term "Unit Owner" in such context shall, unless the Master Declaration or Bylaws otherwise provide, be deemed to include any director, officer, partner in, or trustee of any person, who is, either alone or in conjunction with another person or persons, a Unit Owner. Any officer or director of the Master Association who would not be eligible to serve as such if he or she were not a director, officer, partner in, or trustee of such a person shall be disqualified from continuing in office if he or she ceases to have any such affiliation with that person, or if that person would have been disqualified from continuing in such office as a natural person

Article 2
DESCRIPTION OF REAL PROPERTY

The Real Property included in the Condominium is described in Exhibit A attached hereto

Article 3
DESCRIPTION OF UNITS

Exhibit B attached hereto sets forth the following

3.1 Number of Master Units The number of Master Units which Declarant has created and reserves the right to create

3.2 Master Unit Number The Identifying Number of each Master Unit created by the Master Declaration

3.3 Master Unit Description With respect to each existing Master Unit

3.3.1 The approximate square footage

3.3.2 Because the Master Unit is an envelope of defined space (which may in the future, but not necessarily on the Master Declaration's recording date, contain a dwelling structure), the Master Declaration may not include number of bathrooms, bedrooms and fireplaces within a Unit or the building levels on which the Unit is located

3.4 Access to Common Ways and Public Streets Each Unit has direct access to Common Area parking areas and/or driveways, and all such Common Areas have direct access to public streets

Article 4
BOUNDARIES

4.1 Master Unit Boundaries Master Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Master Unit as shown on the Survey Map and Plans. A Master Unit shall include all structures, improvements, and fixtures now or hereafter located within said space

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

4.3 Relocation of Boundaries, Adjoining Master Units

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

4.3.2 Survey Map and Plans The Master Association shall obtain and record Survey Maps or Plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Master Units and their dimensions and Identifying Numbers

Article 5
DESCRIPTION OF OTHER IMPROVEMENTS

Exhibit A, attached hereto set forth the following

5.1 Recreational Facilities A description of the recreational facilities, if any, included within the Condominiums

5.2 Parking The number of covered, uncovered or enclosed parking spaces, if any, including those described in

Section 7 1 2

5 3 Moorage Slips The number of moorage slips, if any

Article 6
DESCRIPTION OF COMMON ELEMENTS

Except as otherwise specifically allocated by the provisions of Article 7 or other provisions of this Master Declaration or amendments hereto, the Common Elements consist of all portions of the Condominium except Master Units and include the following

- 6 1 The Real Property described in Exhibit A, and improvements thereto, which are not part of a Master Unit
- 6 2 Installations of drainage, storm water detention or utility services such as power, light, gas and hot water and in general all apparatus and installations existing for common use, including but not limited to those depicted on the Survey Map and Plans
- 6 3 The driving areas, including those depicted on the Survey Map (not part of a Master Unit or not allocated as Limited Common Elements by this Master Declaration or amendments thereto) which provide access to the Units or Limited Common Elements for parking, and any guest parking or other parking areas (not part of a Master Unit or not allocated to Master Units as Limited Common Elements by this Master Declaration or amendments thereto)
- 6 4 The native growth protection or open space areas, yards, gardens, landscaped areas and walkways (not part of a Master Unit or not assigned as Limited Common Elements by this Master Declaration or amendments thereto) which surround and provide access to the Master Units or are used for recreational purposes
- 6 5 All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use

Article 7
DESCRIPTION OF LIMITED COMMON ELEMENTS

7 1 Limited Common Elements The Limited Common Elements are allocated for the exclusive use of the Owner or Owners of the Master Unit or Master Units to which they are allocated; provided by law or other provisions of the Master Declaration or amendments thereto

7 2 Limited Common Elements The Limited Common Elements are allocated for the exclusive use of the Owner or Owners of the Master Unit or Master Units to which they are allocated

7 3 Transfer of Limited Common Elements

7 3 1 Reallocation Between Master Units Except in the case of a reallocation being made by the Declarant pursuant to a Development Right reserved in this Master Declaration, a Limited Common Element may only be reallocated between Master Units with the approval of the Board and by an amendment to the Master Declaration executed by the Owners of, and approved in writing by the Mortgagees holding Mortgages against, the Master Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this section within thirty days unless the proposed reallocation does not comply with the Act or the Master Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment shall be recorded in the names of the parties and of the Condominium

7 3 2 Common to Limited Common, Etc Owners of Master Units must agree to reallocate a Common Element as a Limited Common Element or to incorporate a Common Element or a Limited Common Element into an existing Master Unit. Such reallocation or incorporation shall be reflected in an amendment to the Master Declaration, Survey Map, or Plans. Provided, however, this Section shall not apply with respect to any such reallocation or incorporation made as a result of the exercise of any Development Right reserved by Declarant

Article 8
ALLOCATED INTERESTS

The Allocated Interests of each Master Unit in Common Elements, the Common Expense Liability and the votes in the Master Association allocated to each Master Unit are as follows: Master Units 1 through 287, inclusive - 1/371, and Master Unit 288 - 84/371. The Allocated Interest appertaining to each Master Unit cannot be changed except as provided in this Master Declaration. The Allocated Interest and the title to the respective Master Units shall not be sep-

ated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Master Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Master Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated Interest made without the Master Unit or Unit to which that Interest is allocated is void.

Article 9 Master Association

9.1 Form of Master Association The Master Association shall be organized as a non-profit corporation under the laws of the State of Washington and shall be known as THE MEADOWS IN MARYSVILLE Master Owners Association.

9.2 Membership

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

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

9.3 Voting

9.3.1 Number of Votes The total voting power of all Owners shall be equal to the total number of votes as provided in Article 8.

9.3.2 Multiple Owners If only one of the multiple Owners of a Unit is present at a meeting of the Master Association, the owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

9.3.3 Proxies Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Master Association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance.

9.3.4 Master Association Owned Units No votes allocated to a Unit owned by the Master Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Master Association shall be disregarded.

9.3.5 Pledged Votes If an Owner is in default under a first Mortgage on the Unit for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

9.4 Meetings, Notices and Quorums

9.4.1 Meetings A meeting of the Master Association must be held at least once each year. Special meetings of the Master Association may be called by the president, a majority of the Board, or by Unit owners having twenty

percent of the votes in the Master Association. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Master Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

9.4.2. Quorums

(a) A quorum is present throughout any meeting of the Master Association if the owners of Units to which twenty-five percent of the votes of the Master Association are allocated are present in person or by proxy at the beginning of the meeting.

(b) A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent of the votes on the Board are present at the beginning of the meeting.

9.5. Bylaws of Master Association

9.5.1. Adoption of Bylaws Bylaws (and amendments thereto) for the administration of the Master Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Master Declaration shall be adopted by the Master Association upon concurrence of those voting Owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

9.5.2. Bylaws Provisions The Bylaws may contain supplementary, not inconsistent, provisions regarding the operation and administration of the Condominium.

Article 10 MANAGEMENT OF CONDOMINIUM

10.1. Administration of the Condominium The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Master Declaration and the Articles of Incorporation and Bylaws of the Master Association which are incorporated herein by reference and made a part hereof.

10.2. Election and Removal of Board and Officers

10.2.1. Election By Owners, In General The Unit Owners (including Declarant, declarant of a Subcondominium, any Affiliate of Declarant or other declarant to the extent Units are owned by Declarant or other declarant or any such Affiliate) shall elect a Board of at least three members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

10.2.2. Election By Owners, Other Than Declarant

(a) The affairs of the Master Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Declarant or a declarant of a Subcondominium, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board may be elected by Unit Owners other than Declarant or a declarant of a Subcondominium. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than a Declarant or a declarant of a Subcondominium, not less than thirty-three and one-third percent of the members of the Board may be elected by Unit Owners other than the Declarant or a declarant of a Subcondominium.

(c) Commencing with the first Master Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant or a declarant of a Subcondominium still owned all of the units), and unless the Bylaws are amended at that meeting, the Board shall be composed of five (5) Members (not including a Board member designated by Declarant or a declarant of a Subcondominium), a majority of whom must be Owners of Units in the Condominium. One (1) Board member shall be elected by a majority of the votes cast by Owners of units within Master Unit 288, four (4) Board member shall be elected by a majority of the votes cast by Owners of units within the Single Family Condominiums. The Declarant or a declarant of a Subcondominium (or a representative of Declarant or a declarant of a Subcondominium) shall have the right (which may not be terminated by amendment to the Master

Declaration or Bylaws, and which shall continue so long as any Special Declarant Rights or Developments remain in effect or Declarant or a declarant of a Subcondominium has any obligation or liability of any express or implied warranty) to serve as a full non-voting member of the Master Association Board (with all of the rights and powers of a Board member except for the right to vote)

10.2.3. Taking Office, Officers The Board shall elect the officers of the Master Association. Such members of the Board and officers shall take office upon election.

10.2.4. Removal The Unit Owners, by a two-thirds vote of the voting power in the Master Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause.

10.3. Management by Board

10.3.1. On-Behalf of Master Association Except as otherwise provided in the Master Declaration, the Bylaws, Section 10.3.2 or the Act, the Board shall act in all instances on behalf of the Master Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

10.3.2. Not on Behalf of Master Association The Board shall not act on behalf of the Master Association to amend the Master Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Section 21.1, to terminate the Condominium pursuant to RCW 64.34.268, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board pursuant to section 10.2, but the Board may fill vacancies in its membership for the unexpired portion of any term.

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

10.4. Authority of the Master Association

10.4.1. The Master Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Master Declaration and of the Bylaws and shall have all powers and authority permitted to the Master Association under the Act and this Master Declaration, including without limitation:

- (a) Adopt and amend Bylaws, rules, and regulations,
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners,
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors,
- (d) Subject to the provisions of the Master Declaration, institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium, provided, that on matters affecting a Unit the Master Association must obtain the prior written consent of the Owner of the Unit affected,
- (e) Make contracts and incur liabilities,
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements,
- (g) Cause additional improvements to be made as a part of the Common Elements,
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 10.8,
- (i) Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys,

(j) Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements, and for services provided to Unit Owners,

(k) Impose and collect charges for late payment of assessments and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Master Declaration or Bylaws or rules and regulations adopted by the Board levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Master Declaration, Bylaws, and rules and regulations of the Master Association,

(l) Impose and collect reasonable charges for the preparation and recording of amendments to the Master Declaration, resale certificates required by RCW 64 34 425 and statements of unpaid Assessments,

(m) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance,

(n) Assign its right to future income, including the right to receive common expense assessments, but only to the extent the Master Declaration provides,

(o) Exercise any other powers conferred by the Master Declaration or Bylaws,

(p) Exercise all other powers that may be exercised in this state by the same type of corporation as the Master Association,

(q) Exercise any other powers necessary and proper for the governance and operation of the Master Association,

(r) Maintain and repair any Unit, its appurtenances and appliances, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the Condominium, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair, and

(s) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Units responsible to the extent of their responsibility

10 4 2 The Board's power herein above enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Master Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners, provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power

10 4 3 Nothing herein contained shall be construed to give the Master Association authority to conduct an active business for profit on behalf of all of the Owners or any of them

10 4 4 The Board and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board, provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units and Limited Common Elements.

10 5 Borrowing by Master Association In the discharge of its duties and the exercise of its powers as set forth in Section 10 4 1, but subject to the limitations set forth in this Master Declaration, the Board may borrow funds on behalf

of the Master Association and to secure the repayment of such funds, assess each Unit (and the Owner thereof) for said Unit's pro rata share of said borrowed funds and the obligation to pay said pro rata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit. Provided, that the Owner of a Unit may remove said Unit and the Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of the Allocated Interest in Common Expense Liability attributable to such Unit. Subsequent to any such payment, discharge, or satisfaction, the Unit and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.

10.6 Master Association Records and Funds

10.6.1 Records and Audits The Master Association shall keep financial records sufficiently detailed to enable the Master Association to comply with RCW 64.34.425 in providing resale certificates. All Books and Records of the Master Association (as defined in Section 1.8) shall be made reasonably available (at all reasonable hours of weekdays or under other reasonable circumstances) for examination and copying by Declarant, and any Owner, Mortgagee, insurer and guarantor of any Mortgage on any Unit, or their agents. At least annually, the Master Association shall prepare, or cause to be prepared, a financial statement of the Master Association in accordance with generally accepted accounting principles. If this Condominium consists of fifty or more Units, the financial statements of the Condominium shall be audited at least annually by a certified public accountant. If this Condominium consists of fewer than fifty Units, an annual audit is also required but may be waived annually by Owners (other than the Declarant) of Units to which sixty percent of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

10.6.2 Fund Commingling The funds of the Master Association shall be kept in accounts in the name of the Master Association and shall not be commingled with the funds of any other Master Association, nor with the funds of any Manager of the Master Association or any other person responsible for the custody of such funds. Any reserve funds of the Master Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Master Association.

10.7 Master Association as Trustee With respect to a third person dealing with the Master Association in the Master Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Master Association may be assumed without inquiry. A third person is not bound to inquire whether the Master Association has power to act as trustee or is properly exercising trust powers. A third person, without actual knowledge that the Master Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Master Association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Master Association in its capacity as trustee.

10.8 Common Elements, Conveyance, Encumbrance

10.8.1 In General Portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Master Association if the Owners of Units to which at least eighty percent (80%) of the votes in the Master Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant or an Affiliate of Declarant, agree to that action, but all the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale or financing are an asset of the Master Association.

10.8.2 Agreement An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Condominium is situated and is effective only upon recording.

10.8.3 Conditions Precedent The Master Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Master Association until approved pursuant to Sections 10.8.1 and 10.8.2. Thereafter, the Master Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

10.8.4 Void Transactions Any purported conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this Section, is void.

10.8.5 Support Right A conveyance or encumbrance of Common Elements pursuant to this section shall not

deprive any Unit of its rights of access and support

10.8.6 Prior Encumbrances A conveyance or encumbrance of Common Elements pursuant to this section shall not affect the priority or validity of preexisting encumbrances either on Units (and their Allocated Interest in Common Elements) or on Common Elements

10.9 Termination of Contracts and Leases If entered into before the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office, (1) any management contract, employment contract, or lease or recreational or parking areas or facilities, (2) any other contract or lease between the Master Association and a Declarant or an Affiliate of a Master Declaration, or (3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing may be terminated without penalty by the Master Association at any time after the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office upon not less than ninety days' notice to the other party or within such lesser notice period provided for without penalty in the contract or lease. This Section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Master Association to terminate a lease under this Section

10.10 Governmentally Required Maintenance, etc. Any insurance, maintenance, repair, replacement, alteration or other work, or the monitoring of such work, which is required by any governmental entity (including without limitation, federal, state or local government, public or private utility provider, local improvement district, or other governmental or quasi-governmental entity or agency), and regardless of whether such requirement is now or hereafter established, and whether imposed in connection with a building permit or other governmental approval or requirement, and whether involving land within public rights of way or subject to ownership or exclusive use of one owner, shall be the sole and exclusive responsibility of the Master Association (not the Declarant) and any cost incurred in connection therewith shall be a Common Expense. In furtherance of the generality of the foregoing, and not by way of limitation, such work shall include maintenance of any grass-lined swales and proper disposal of clippings, maintenance of wetland plantings, replacement of wetland and landscape plantings that die during any required maintenance period, maintenance of public and private storm sewer and retention systems. Declarant shall have the right, but not the obligation, to perform any such work if the Master Association fails to do so. The Master Association shall promptly upon demand reimburse Declarant for any costs directly or indirectly incurred by Declarant as a result of the Declarant performing, or the Master Association's failure to perform, such work (including any work necessary to obtain a release, or avoid a forfeiture, of any cash deposit or other bond made by Declarant)

10.11 Maintenance, Repair, Inspection and Warranty Procedure The Master Association shall defend, indemnify and hold Declarant harmless from any expense or claim arising from or relating to any Master Association's failure to promptly and properly maintain, repair or inspect the Condominium (or any part thereof), or the Master Association's failure to promptly and properly make a claim (or comply with dispute resolution procedures) under any warranty obtained or issued by Declarant. Declarant shall not be liable under any express or implied warranty (including without limitation the Washington Condominium Act implied warranties) for loss or damage which the Master Association or Owners have not taken timely action to minimize, or which is caused or made worse by a failure to properly and promptly maintain, repair, or inspect (including without limitation failure to fully comply with any inspection, monitoring, maintenance or repair checklist, manual or recommendation provided by Declarant (or a contractor, subcontractor or manufacturer) to the Master Association or Owners

10.12 Master Association Litigation

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

10.12.2 The provisions of this Section 10.12 shall not apply to Legal Proceedings, as a result of which the Master Association could not be held responsible for costs of suit (including fees for attorneys, experts, witnesses, investigations and other costs of suit) in an aggregate amount of not more than \$5,000 (including without limitation fees contingent on a result), and which involve

(a) collection of delinquent regular or special Assessments, the enforcement of any Assessment lien, and interest and penalties in connection therewith,

(b) collection of monies owed to the Master Association, or recovery of damages caused to the Master Association or Condominium (or any part thereof), when the principal amount to be recovered involves less than \$25,000,

(c) enforcement of the provisions of the Master Declaration, Articles, Bylaws or rules and regulations of,

the Master Association,

(d) defense of a claim against the Master Association, when the principal amount to be recovered involves less than \$25,000, or

(e) the filing of a complaint, answer or other pleading for the limited purpose satisfying a statute of limitation deadline, avoiding entry of a default order or judgement, or preventing personal injury or serious harm to the Condominium (if such purpose is certified in good faith by the Master Association's attorney), but except for this limited purpose the other conditions of Section 10 12 must be satisfied

10 12 3 In order for the Master Association (or the Board acting on behalf of the Master Association) to institute, defend, or intervene in Legal Proceedings, and in order for the Master Association to become obligated in the aggregate sum in excess of \$5,000, to professionals, consultants or other experts in connection with Legal Proceedings, the following conditions must first be satisfied

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

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

(c) A copy of the Litigation Summary shall be transmitted to all Owners, together with a written notice of the Owner's right of access to the Books and Records of the Master Association as provided in Section 10 6 1, and a written notice of a special Owners' meeting to be convened as provided in this Master Declaration, at which meeting the Declarant (and its representatives shall be entitled to attend and participate in on a non-voting basis)

(d) The Owners holding eighty percent (80%) of the total Master Association voting power must grant approval for the Master Association (or the Board acting on behalf of the Master Association) to institute, defend, or intervene in legal proceedings, provided, that under no circumstances may legal proceedings be commenced against Declarant (or Declarant's contractor, subcontractors, vendors, suppliers or other professionals) with respect to any alleged construction defect or other condition which Declarant has agreed in writing to remedy and is proceeding with reasonable due diligence to do so

Article 11 USE, REGULATION OF USES, ARCHITECTURAL UNIFORMITY

11 1 Residential Units The Units shall be used for Residential Purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the Unit Owner or occupant resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis, for such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with the Master Declaration and applicable law in residential dwellings, for the common social, recreational or other reasonable uses normally incident to such purposes, and for purposes of operating the Master Association and managing the Condominium

11 2 Vehicle Parking Restrictions Parking spaces (including parking spaces within Common Elements or Limited Common Element or Units, but excluding parking spaces within fully enclosed garages) are restricted to use for parking of operable passenger motor vehicles such as automobiles, light trucks and passenger vans, other personal property may be parked or kept therein only subject to the provisions of this section, and the rules and regulations of the Board. Boats, motor homes, trailers, campers or other recreational vehicles may not be stored in parking spaces (except parking spaces

within fully enclosed garages) The Board may require removal of any vehicle (and any other personal property) improperly stored in parking spaces. If the same is not removed, the Board shall cause removal at the risk and expense of the Owner thereof. Except as permitted by rules or regulation of the Board, personal property (other than an operable motor vehicle) may not be stored in a parking space (regardless of whether such space is a Common Element, Limited Common Element or part of a Unit), or such parking space be used for a purpose other than parking, to an extent that would prevent the parking therein of any motor vehicle regularly used by a person occupying a Unit for more than seven (7) days in any calendar month.

11.3 Common Drive and Walks Common drives, walks, corridors, stairways and other general Common Elements shall be used exclusively for normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board.

11.4 Unit Maintenance Subject to the provisions of Section 11.5

11.4.1 Standard of Condition Each Unit Owner shall, at his sole expense, have the right and the duty to keep the interior and exterior of his Unit and its structures, improvements, equipment, appliances, and appurtenances in good order, condition and repair. Each Owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any structures, improvements, plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which may be in or connected with his Unit.

11.4.2 Additional Rights and Duties Without limiting the generality of the foregoing, each Owner shall have the right, at his sole cost and expense, to construct, alter, maintain, repair, paint, paper, panel, plaster, tile, and finish the windows, window frames, doors, door frames and trim, and the ceilings, floors, and the perimeter walls and the bearing and non-bearing walls of any structures located within his Unit, and shall not permit or commit waste of his Unit or the Common Elements. Each Owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls. This Section shall not be construed as permitting any violation of any other provision of this Master Declaration or any interference with or damage to, or interference with the use and enjoyment of the Common Elements or of the other Units or any of them, nor shall it be construed to limit the powers or obligations of the Master Association or Board hereunder.

11.5 Alterations of Units Subject to the provisions of Section 11.4

11.5.1 Non-Structural A Unit Owner may make any improvements or alterations to the Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any other Units or any portion of the Condominium,

11.5.2 Common Element A Unit Owner may not change the appearance of the Common Elements or the exterior appearance of a Unit without permission of the Master Association,

11.6 Limited Common Element Maintenance Limited Common Elements, as defined in Article 7, are for the sole and exclusive use of the Units for which they are reserved or assigned, provided, that the use, condition and appearance thereof and of Units may be regulated under provisions of the Bylaws, rules or this Master Declaration including the following:

11.6.1 Decisions by Board Decisions with respect to the standard of appearance and condition of Units and Limited Common Elements, and with respect to the necessity for, and manner of, caring for, maintaining, repairing, repainting or redecorating Units and Limited Common Elements ("Maintenance Work" herein), shall be made by the Board,

11.6.2 Performance of Work Performance of such Maintenance Work shall be carried out by the Owner,

11.6.3 Board Approval Owners may not, however, modify, paint, or otherwise decorate, or in any way alter their respective Units and Limited Common Elements without prior written approval of the Board,

11.6.4 Owner Pays Cost Unit Owners will be responsible for the cost of such Maintenance Work for the Units and Limited Common Elements reserved for or assigned to their Units,

11.6.5 Multiple Owners With respect to a Limited Common Element reserved for or assigned to more than one Unit for the mutual and joint use thereof, the cost of such Maintenance Work for such Limited Common Element shall be divided in equal shares among the Units for which such Limited Common Element is reserved,

11.7 Exterior Appearance In order to preserve a uniform exterior appearance to the Unit (and improvements therein), and the Common and Limited Common Elements visible to the public, the Board may regulate the painting,

and other decorative finish of the Unit (and improvements therein), lanais or patio/yard areas, or other Common or Limited Common Elements, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration (if visible to the public) of the Unit (or improvements therein), lanais, patio/yard areas or other Common or Limited Common Elements undertaken or proposed by any Owner. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each Unit.

11 8 Effect on Insurance Nothing shall be done or kept in any Unit or in the Common or Limited Common Element which will increase the rate of insurance on the Common Elements or Units without the prior written consent of the Board. No Owner and/or Purchaser shall permit anything to be done or kept in his Unit or in the Common or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Elements, or which would be in violation of any laws.

11 9 Signs No sign of any kind shall be displayed to the public view on or from any Unit or Common or Limited Common Element without the prior consent of the Board, provided, that (without the consent of the Board, but only with the consent of the Declarant while Declarant is exercising any Special Declarant Right reserved by Declarant under this Master Declaration) signs no larger than three square feet and advertising a unit for sale or for rent are allowed to be placed on the structure within a Unit or on a sign in the yard of the Unit, and provided, that this section shall not apply to Declarant or Declarant's agents in exercising any Special Declarant Right reserved by Declarant under this Master Declaration.

11 10 Pets

11 10 1 Domestic household pets, such as dogs and cats, may be kept by Unit Owners, provided, that the keeping of pets shall be subject to such reasonable rules and regulations as the Board may from time to time adopt. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain. Animals which are generally perceived as being dangerous (such as pitbull dogs) are prohibited.

11 10 2 Pets will not be allowed on any Common Elements (or Limited Common Elements allocated for the use of more than one Unit) unless they are on a leash or being carried and are being walked to or from the Unit to a public walk or street. At all times the Common Elements shall be free of any pet debris, including food and feces matter. At no time is pet feces to be deposited in garbage. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Condominium, nor may any animal be bred or used therein for any commercial purpose. Any outside facility for pets must be kept clean on a daily basis and no waste products or food be left in either the facility or on the Property.

11 11 Offensive Activity

11 11 1 No noxious or offensive activity shall be carried on in any Unit or Common or Limited Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

11 11 2 All occupants shall avoid making noises, and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants. Owner shall also control their pets so that they do not disturb other occupants.

11 11 3 No garments, rugs or other objects shall be hung from the windows or facades, lanais of the project or otherwise displayed in public view. No rugs or other objects shall be dusted or shaken from the windows, lanais or doors of any Unit or cleaned by beating or sweeping on any walkways, patios, entries or other exterior part of the project.

11 11 4 No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Element of the project outside of the disposal facilities provided for such purposes.

11 11 5 Every Unit Owner and occupant shall at all times keep his Unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, rules and regulations, including kennel laws and animal control laws.

11 12 Common Element Alterations Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Element except upon the written consent of the Board and after procedures required herein or by law.

11 13 House Rules The Board or the Master Association membership is empowered to pass, amend and revoke detailed, reasonable administrative rules and regulations, or "House Rules," necessary or convenient from time to time to insure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Master Association.

11.14 Rental Units The Leasing or Renting of a Unit by its Owner shall be governed by the provisions of this Section 11.14

11.14.1 No Transient Purposes With the exception of a lender in possession of a Unit following a default in a Mortgage, a Foreclosure proceeding or any deed or other arrangement in lieu of a Foreclosure, no Unit Owner shall be permitted to Lease his Unit for hotel or transient purposes which shall be defined as Renting for any period less than thirty (30) days. The Master Association may by resolution of the Board prohibit the Leasing of any Unit for a period of less than six (6) months.

11.14.2 Entire Unit No Unit Owner may Lease less than the entire Unit.

11.14.3 Written Leases All Leasing or Rental agreements shall be in writing and be subject to this Master Declaration and Bylaws (with a default by the tenant in complying with this Master Declaration and/or Bylaws constituting a default under the Lease or Rental agreement).

11.14.4 Rent to Master Association If a Unit is Rented by its Owner, the Board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such Unit as is required to pay any amounts due the Master Association hereunder, plus interest and costs if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the Owner for rent, to the extent such rent is paid to the Master Association, but will not discharge the liability of the Owner or purchaser and the Unit under this Master Declaration for assessments and charges, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner, nor in derogation of any rights which a Mortgagee of such Unit may have with respect to such rents. Other than as stated in this Section 11.14, there is no restriction on the right of any Unit Owner to Lease or otherwise Rent his Unit.

11.14.5 Other Restrictions Other than as stated in this Section 11.14, there is no restriction on the right of any Unit Owner to Lease or otherwise Rent his Unit. Neither the Association nor the Board shall have the right by any means (including without limitation amendments to the Declaration, Articles, Bylaws or rules and regulations) to impose any further restriction on the right of any Unit Owner (including Declarant) to Lease or otherwise Rent his Unit without such Owner's prior written consent.

11.15 Maintenance of View Trees and vegetation planted in the Common Elements shall be pruned by the Master Association in a manner to preserve as much view as possible from each of the Units.

11.16 Timesharing Timesharing, as defined in the Washington Timeshare Act, is prohibited.

11.17 Fences Fences along the private yard of a dwelling shall be maintained by, and at the expense of, the dwelling owner in accordance with the rules and regulations of the Board. All other fences shall be maintained by the Master Association.

11.18 Fireplaces All fireplaces within a dwelling structure must comply with the most stringent of the Federal, State or local laws in effect at the time the fireplace is installed.

Article 12 COMMON EXPENSES AND ASSESSMENTS

12.1 Estimated Expenses Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board (a) shall estimate the charges including Common Expenses, and any special charges for particular Units to be paid during such year, (b) shall consider creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance, repair, replacement and acquisition of Common Elements, and (c) shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall consider creating and maintaining from regular monthly Assessments a reserve fund for replacement of those Common Elements which can reasonably be expected to require replacement or a major repair prior to the end of the useful life of the dwelling structures. The Board shall consider whether the contributions, if any, to said reserve fund are sufficient to replace, or perform such major repair, to each Common Element covered by the fund at the end of the estimated useful life of each such Common Element. The initial Board, whether appointed by Declarant or elected by Unit Owners, may at any suitable time establish the first such estimate. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners according to Section 12.4. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments.

and/or refund such excess funds

12 2 Payment by Owners Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article to the treasurer for the Master Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. No Owner may exempt himself from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Owner's Unit.

12 3 Commencement of Assessments The Declarant in the exercise of its reasonable discretion shall determine when the Master Association shall commence making Assessments, provided, that Assessments shall commence no later than the month following the date ("Transition Date") on which the Owners (other than Declarant or a declarant of a condominium within a Master Unit or an Affiliate of Declarant or a declarant of a condominium within a Master Unit) shall elect members of the Board. Until the Master Association makes an Assessment, the Declarant or a declarant of a condominium within a Master Unit shall pay all Common Expenses. After any Assessment has been made by the Master Association, Assessments must be made against all Units, based on a budget adopted by the Master Association, provided, that during a period ("Transition Period") between the date of the first sale of a Unit to an Owner (other than Declarant or a declarant of a condominium within a Master Unit or an Affiliate of Declarant or a declarant of a condominium within a Master Unit) and the Transition Date, Declarant determines that the initial budget (as contained in the Public Offering Statement) may be excessive for any reason (including without limitation that reserves are not yet being collected, or that the Declarant is continuing to pay certain Common Expenses, or that certain anticipated expenses are not yet being incurred, or that actual expenses are less than anticipated for the future), then the Board (whether appointed by Declarant or elected by Unit Owners) may adjust such budget to eliminate excessive Assessments and collect Assessment based on the budget as so adjusted. In furtherance of the foregoing, during the Transition Period)

(a) the Board (whether appointed by Declarant or elected by Unit Owners) may elect to collect and expend monthly assessments based on the actual costs of maintaining, repairing, operating and insuring the Common Areas, or

(b) the Declarant or a declarant of a condominium within a Master Unit may elect to pay all of certain of such actual costs and have Unit Owners pay a pro-rata share (based on each Unit's Allocated Interest) of the remainder of such costs

12 4 Allocated Liability Except for Assessments under Sections 12 5, 12 6, 12 7 and 12 8, all Common Expenses must be assessed against all the Units in accordance with the allocations set forth in Article 8. Any past due Common Expense Assessment or installment thereof bears interest at the rate established by the Master Association pursuant to Section 12 12 11.

12 5 Limited Common Element Any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element shall be paid by the Owner of or assessed against the Units to which that Limited Common Element is assigned, equally.

12 6 Only Some Units Benefitted The Board may elect that any Common Expense or portion thereof benefitting fewer than all of the Units must be assessed exclusively against the Units benefitted.

12 7 Insurance Costs The Board may elect that the costs of insurance must be assessed in proportion to risk.

12 8 Utility Costs The Board may elect that the costs of utilities must be assessed in proportion to usage.

12 9 Assessments for Judgment Assessments to pay a judgment against the Master Association pursuant to RCW 64 34 368(1) may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their Allocated Common Expense Liabilities at the time the judgment was entered.

12 10 Owner Misconduct To the extent that any Common Expense is caused by the misconduct of any Unit Owner, the Master Association shall assess that expense against the Owner's Unit.

12 11 Reallocation If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

12 12 Lien For Assessments

12 12 1 Lien The Master Association has a lien on a Unit for any unpaid Assessments levied against a Unit from the time the Assessment is due.

12 12 2 Priority A lien under Section 12 12 shall be prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recording of the Master Declaration, (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent, and (c) liens for real property taxes and other governmental assessments or charges against the Unit

12 12 3 Mortgage Priority Except as provided in Sections 12 12 4 and 12 12 5, the lien shall also be prior to the Mortgages described in Section 12 12 2(b) to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Master Association pursuant to Section 12 1; which would have become due during the six months immediately preceding the date of the sheriff's sale in an action for judicial foreclosure by either the Master Association or a Mortgagee, the date of a trustee's sale in a non-judicial foreclosure by a Mortgagee, or the date of recording of the Master Declaration of forfeiture in a proceeding by the vendor under a real estate contract

12 12 4 Mortgage Notice The priority of the Master Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Master Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that the lien priority under Section 12 12 3 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Master Association gives the holder a written notice of the delinquency This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Master Association

12 12 5 Recording as Notice Recording of the Master Declaration constitutes record notice and perfection of the lien for Assessments While no further recording of any claim of lien for Assessment under this section shall be required to perfect the Master Association's lien, the Master Association may record a notice of claim of lien for Assessments under this Section in the real property records of any county in which the Condominium is located Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in Section 12 12 3

12 12 6 Limitation on Action A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due

12 12 7 Foreclosure The lien arising under Section 12 12 may be enforced judicially by the Master Association or its authorized representative in the manner set forth in chapter 61 12 RCW The Master Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months Nothing in this Section shall prohibit an Master Association from taking a deed in lieu of foreclosure

12 12 8 Receiver From the time of commencement of an action by the Master Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Master Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due If the rental is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments Only a receiver may take possession and collect rents under this section, and a receiver shall not be appointed less than ninety days after the delinquency The exercise by the Master Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit

12 12 9 Mortgagee Liability Except as provided in Section 12 12 3, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through foreclosure shall not be liable for Assessments or installments thereof that became due prior to such right of possession Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section

12 12 10 Lien Survives Sale The lien arising under Section 12 12 shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure, as provided in Section 12 12 9

12 13 Owner Liability In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due In a voluntary conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to

recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

12 14. Late Charges The Master Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19 52 020 on the date on which the Assessments became delinquent.

12 15. Attorney's Fees The prevailing party shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

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

12 17. Acceleration of Assessments In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days' written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

12 18. Delinquent Assessment Deposit, Working Capital.

12 18 1. Delinquent Assessment Deposit

(a) A Unit Owner may be required by the Board or by the Manager, from time to time, to make and maintain a deposit not less than one (1) month nor in excess of three (3) months estimated monthly Assessment and charges, which may be collected as are other Assessments and charges. Such deposit shall be held in a separate fund, be credited to the Unit owned by such Owner, and be for the purpose of establishing a reserve for delinquent Assessments.

(b) Resort may be had thereto at any time when such owner is ten (10) days or more delinquent in paying his monthly or other Assessments and charges. Said deposits shall not be considered as advance payments of regular Assessments. In the event the Board should draw upon said deposit as a result of a Unit Owner's delinquency in payment of any Assessments, said Owner shall continue to be responsible for the immediate and full payment of said delinquent Assessment (and all penalties and costs thereon) and thus the full restoration of said deposit, and the Board shall continue to have all of the rights and remedies for enforcing such Assessment payment and deposit restoration as provided by this Master Declaration and by law.

(c) Upon the sale of a Unit, the seller/Owner thereof shall not be entitled to a refund from the Master Association of any deposit or reserve account made or maintained with respect to such Unit pursuant to this or any other Section of this Master Declaration, rather, any such deposit or reserve account shall continue to be held by the Master Association for the credit of such Unit, and the Unit Purchaser shall succeed to the benefit thereof, and the Unit seller shall be responsible for obtaining from the Purchaser appropriate compensation therefor.

12 18 2. Working Capital Contribution The first Purchaser of any Unit shall pay to the Master Association, in addition to other amounts due, an amount equal to two (2) months of monthly Assessments as a contribution to the Master Association's working capital. Such working capital contributions shall not be used to defray Declarant's expenses in completing the construction of the Condominium, to pay Declarant's contributions to Master Association reserves or to make up any deficits in the budget of the Master Association. Upon the election of the first Board by Unit Owners other than Declarant, Declarant shall pay to the Master Association as a working capital contribution an amount equal to two (2) months of monthly Assessments for each of the Units then owned by Declarant. When a Unit owned by Declarant is sold, Declarant may apply funds collected at closing from the Purchaser to reimburse itself for funds paid to the Master Association for such contribution with respect to that Unit.

**Article 13
INSURANCE**

13 1. In General Commencing not later than the time of the first conveyance of a Unit to a person other than,

a Declarant, the Master Association shall maintain, to the extent reasonably available

13.1.1 Property insurance on the Condominium Common Elements, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than one hundred percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies, and

13.1.2 Liability insurance, including medical payments insurance, in an amount determined by the Board but not less than One Million Dollars, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements

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

13.1.4 Fidelity bonds naming the members of the Board, the Manager and its employees and such other persons as may be designated by the Board as principals and the Master Association as obligee, in at least an amount equal to three months aggregate Assessments for all Units plus reserves, in the custody of the Master Association or Manager at any given time during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression

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

13.1.6 Such other insurance (including directors and officers liability) as the Board deems advisable, provided, that notwithstanding any other provisions herein, the Master Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Master Association, Government National Mortgage Master Association, Federal Home Loan Mortgage Corporation, Veteran's Administration, or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or Owner of a Unit within the project, except to the extent such coverage is not available or has been waived in writing by such agency

13.2 Coverage Not Available If the insurance described in Section 13.1 is not reasonable available, or is modified, canceled, or not renewed, the Master Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by first class United States mail to all Unit Owners, to each Eligible Mortgagee, and to each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. The Master Association in any event may carry any other insurance it deems appropriate to protect the Master Association or the Unit Owners

13.3 Required Provisions Insurance policies carried pursuant to this Article shall

13.3.1 Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Master Association,

13.3.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Master Association, the Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured,

13.3.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Master Association, nor any failure of the Master Association to comply with any warranty or condition regarding any portion of the premises over which the Master Association has no direct control, will void the policy or be a condition to recovery under the policy, and

13.3.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Master Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner or any Mortgagee,

13.3.5 Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Master Association, or when in conflict with the provisions of any insurance trust agreement to which the Master Association is a party, or any requirement of law,

13.3.6 Contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds, and

13.3.7 Contain, if available, an agreed amount and Inflation Guard Endorsement

13.4. Claims Adjustment Any loss covered by the property insurance under this Article must be adjusted with the Master Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Master Association, and not to any holder of a Mortgage. The insurance trustee or the Master Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions of Article 14, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated.

13.5. Owner's Additional Insurance An insurance policy issued to the Master Association does not prevent a Unit Owner from obtaining insurance for the Owner's own benefit.

13.6. Certificate An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Master Association and, upon written request, to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of Chapter 48.18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

13.7. Notification on Sale of Unit Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Master Association of the date of the conveyance and the Unit Owner's name and address. The Master Association shall notify each insurance company that has issued an insurance policy to the Master Association for the benefit of the Owners under Article 13 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

Article 14 DAMAGE OR DESTRUCTION, RECONSTRUCTION

14.1. Definitions, Significant Damage, Repair, Emergency Work

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

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

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

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

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

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

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

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

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

14.3. Notice of Damage or Destruction The Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, provide each Owner, and each first Mortgagee with a written notice summarizing the initial Board determination made under Section 14.2. If the Board fails to do so within said thirty (30) days, then any Owner or Mortgagee may make the determination required under Section 14.2 and give the notice required under this Section

14.4 General Provisions

14.4.1 Duty to Restore. Any portion of the Condominium for which insurance is required under this Article which is Significantly Damaged shall be Repaired promptly by the Master Association unless (a) the Condominium is terminated, (b) Repair would be illegal under any state or local health or safety statute or ordinance, or (c) eighty percent of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be Repaired, vote not to Repair. Even if the Significant Damage is not to be Repaired, the Board shall still have authority to perform Emergency Work. The cost of Repair in excess of insurance proceeds and reserves is a Common Expense

14.4.2 Damage not Restored. If all or any portion of the damaged portions of the Condominium are not Repaired (regardless of whether such damage is Significant), (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (b) the insurance proceeds attributable to Units and Limited Common Elements which are not Repaired shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear, and (c) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units

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

14.4.4 Restoration by Board. If the damage (regardless of whether such damage is Significant) is to be repaired pursuant to Section 14.4, then

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

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

14.4.7 Decision to Terminate. In the event of a decision to terminate the Condominium and not to Repair and Restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Master Association as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the real property), and the remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268

Article 15 CONDEMNATION

15.1 In General If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by the Master Declaration, the award must compensate the Unit Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Master Association shall promptly prepare, execute, and record an amendment to the Master Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this section is thereafter a Common Element.

15.2 Partial Unit Condemnation Except as provided in Section 15.1, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides: (a) That Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit, and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

15.3 Common Element Condemnation If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

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

15.5 Master Association to Represent Owners The Master Association shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium, and any condemnation proceeds shall be payable to the Master Association for the benefit of the Owners of affected Units and their Mortgagees. Should the Master Association not act on the Owners' behalf in a condemnation process, the affected Owners may individually or jointly act on their own behalf.

Article 16 COMPLIANCE WITH MASTER DECLARATION

16.1 Enforcement Each Owner shall comply strictly with the provisions of this Master Declaration, the Bylaws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Master Declaration, the Bylaws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Master Association) failing to comply. In the event of a dispute between the Declarant and the Master Association (or the Board or any Owner), each party shall be solely responsible for payment of all legal fees incurred by that party, regardless of the nature of the dispute or who may be the prevailing party.

16.2 No Waiver of Strict Performance The failure of the Board in any one or more instances to insist upon the strict performance of this Master Declaration, of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of any assessment from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

Article 17 LIMITATION OF LIABILITY

17.1 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 13, neither the Master Association nor the Board nor the Manager shall be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow.

from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

17.2 No Personal Liability So long as a Board member, Master Association committee member, or Master Association officer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person and such person's evaluation of such information, no such person (and no Master Association manager acting pursuant to the directions of the Board) shall be personally liable to any Owner, or other party, including the Master Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence, including any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity. Without limiting the generality of the foregoing, the term "discretionary decisions" shall include evaluating and deciding whether or not to act in response to reports, investigations or recommendations received by such person, and shall include deciding whether or not to commence, defend, continue, or settle lawsuits or arbitration/mediation or other legal proceedings involving the Master Association or Condominium (or any part thereof). Provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 13.

17.3 Indemnification of Board Members Each Board member or Master Association committee member, or Master Association officer, shall be indemnified by the Master Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful or intentional misconduct, a knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property or services to which said person is not legally entitled. Provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Master Association. The Master Association and each Owner shall defend, indemnify and hold Declarant harmless from any claim, expense or liability based on the failure of the Master Association or such Owner to comply with applicable duties and obligations under the Master Declaration, Master Association Articles or Bylaws, or Master Association rules and regulations, or under any warranty obtained or issued by Declarant, or under applicable law.

17.4 Legal Proceedings The rights, powers, benefits, duties and obligations granted to and imposed upon parties subject to this Master Declaration (including without limitation the Declarant, Owners, Master Association, Board and Officers) shall not be restricted, diminished, or otherwise modified by threatened or pending legal proceedings (including without limitation litigation, administrative, mediation, or arbitration), which proceedings involve one or more of such parties.

Article 18 MORTGAGEE PROTECTION

18.1 Change in Manager In the event that professional management is employed by the Master Association, at least thirty (30) days' notice of any contemplated change in the professional manager shall be given to any Eligible Mortgagee. The Master Association shall not elect to terminate professional management and assume self-management without the prior written approval of sixty-seven percent (67%) of the Owners and fifty-one percent (51%) of all Eligible Mortgagees, provided that such prior consent shall not be required to change from one professional manager to another professional manager.

18.2 Abandonment of Condominium Status Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Master Association shall not, without prior written approval of sixty-seven percent (67%) of all Eligible Mortgagees and sixty-seven percent (67%) of the Owners of record of the Units, seek by act or omission to abandon or terminate the condominium status of the project, or abandon, encumber, sell or transfer any of the Common Elements.

18.3 Partitions and Subdivision The Master Association shall not combine nor subdivide any Unit or the appurtenant Limited Common Elements, nor abandon, partition, subdivide, encumber or sell any Common Elements, or accept any proposal so to do, without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s), so affected.

18.4 Change in Percentages The Master Association shall not make any Material Amendment (as defined in Section 21.7) to this Master Declaration or Bylaws (including changes in the percentages of interest in the Common Elements) without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed.

18.5 Copies of Notices A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice (a) that the Owner/Mortgagor of the Unit has for more than sixty (60) days failed to meet any obligation under the Condominium documents, (b) of all meetings of the Master Association and be permitted to designate a representative to attend all such meetings, (c) of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage, (d) of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Master Association, and (e) of any proposed action that requires the consent of a specified percentage of Mortgagees. To be entitled to receive notices under this Section 18.5, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Master Association stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guaranties) the Mortgage.

18.6 Effect of Master Declaration Amendments No amendment of this Master Declaration shall be effective to modify change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Master Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of said Master Declaration or the Bylaws shall control over such other inconsistent provisions.

18.7 Insurance

18.7.1 Board Dunes With respect to a first Mortgagee of a Unit, the Board shall

(a) Cause any insurance carrier to include in the insurance policy a standard mortgage clause, naming any mortgagee who makes written request to the Board to be so named,

(b) Furnish any such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien,

(c) Require any insurance carrier to give the Board and any and all insured (including such Mortgagees) at least thirty (30) days' written notice before canceling, reducing the coverage or limits, or otherwise substantially modifying any insurance with respect to the Property on which the Mortgagee has a lien (including cancellation for a premium non-payment),

(d) Not make any settlement of any insurance claims for loss or damage to any such Unit, Common or Limited Common Element exceeding Five Thousand Dollars (\$5,000) without the approval of such Mortgagee, provided, that the withholding of such approval shall not be unreasonable or in conflict with the provisions of Article 14,

(e) Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000),

(f) Give such Mortgagee written notice of any loss, damage or taking affecting any Unit or Limited Common Elements in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000),

18.7.2 Additional Policy Provisions In addition, the insurance policy acquired shall

(a) Provide that any reference to a Mortgagee in such policy shall mean and include any holders of Mortgages of any Unit or Unit lease, 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 or Unit Owners or any persons claiming under any of them,

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

18.8 Inspection of Books Declarant (and Declarant's agents), Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled to inspect and copy at all reasonable hours of weekdays (or under other reasonable circumstances) all of the Books and Records of the Master Association (as defined in Section 1.8), within a reasonable time following request, and, upon written request of any holder, insurer or guarantor of a first Mortgage at no cost to the party so requesting (or if this project contains fewer than fifty (50) Units, upon the written request of the holders of fifty-one percent (51%) or more of first Mortgages at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Master Association within ninety (90) days following the end of any fiscal year of the Master Association

Article 19 EASEMENTS

19.1 General It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan, and for the maintenance, repair and replacement of all improvements within each Unit. Each Unit as it is constructed is granted an easement (to which each other Unit and all Common and Limited Common Element is subject) for the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Master Declaration does not limit or negate the general easement for Common Elements reserved by law.

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

19.3 Master Association Functions There is hereby reserved to the Master Association, or their duly authorized agents and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Master Association as are set forth, provided for or authorized in this Master Declaration, or in the Articles, Bylaws or Master Association Rules.

19.4 Declarant Functions There is hereby reserved to the Declarant or a declarant of a condominium within a Master Unit (and its duly authorized agents, employees, contractors and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Declarant as are set forth, provided for or authorized in this Master Declaration, Survey Map and Plans, Articles, Bylaws, or Master Association Rules, building or other governmental permits or approvals, and Purchase and Sale Agreement between Declarant and a Unit Purchaser, any express or implied warranty under which Declarant is obligated, or otherwise authorized or required by law.

19.5 Encroachments Each Unit and all Common and Limited Common Element is hereby declared to have an easement over all adjoining Units and Common and Limited Common Element, for the purpose of accommodating any encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the Building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit. The provisions of this Section 19.4 are intended to supplement Article 4 and RCW 64.32.252 and, in the event of any conflict, the provisions of Article 4 and RCW 64.34.252 shall control.

19.6 Master Common Elements All Units and Owners (and their guests, tenants and invitees) shall have a joint and mutual easement to use and enjoy all Common Elements within the Master Condominium.

Article 20 PROCEDURES FOR SUBDIVIDING OR COMBINING

20.1 Procedure Subdivision and/or combining of any Unit or Units, are authorized as follows:

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

20.1.2 Owner/Mortgagee Approval Upon written approval of such proposal by sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of the Eligible Mortgagees, and of all Eligible Mortgagee(s) and Owner(s) of the Unit(s) to be combined or subdivided, the Owner(s) making the proposal may proceed according to such plans and specifications, provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other Units or Common Elements or reasonable deadlines for completion of the work be inserted in the contracts for the work.

20 1 3 Survey Map and Plans The changes in the Survey Map, if any, and the changes in the Plans and Master Declaration shall be placed of record as amendments to the Survey Map, Plans, and Master Declaration of Condominium in accordance with the provisions of Article 21

20 1 4 Allocated Interests The Allocated Interests formerly allocated to the subdivided Unit shall be reallocated to the new Units in any reasonable and equitable manner prescribed by that Owner of the subdivided Unit. The Allocated Interests of the new Unit resulting from a combination of Units shall be the aggregate of the Allocated Interests formerly allocated to the Units being combined

Article 21 AMENDMENT OF MASTER DECLARATION, SURVEY MAP, PLANS

21 1 In General Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), the Master Association (in connection with Sections 4 3 or 7 2 3, Articles 15 or 20, or termination of the Condominium), or certain Unit Owners (in connection with Article 4 or 7 2 3, or Article 20, or termination of the Condominium), and except as limited by Section 21 4, the Master Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Master Association are allocated, provided, that the following Sections and Articles may be amended only by vote or agreement of Owners of Units to which one hundred percent (100%) of the votes in the Master Association are allocated, and only with the consent of the Declarant (so long as any right, duty or obligation of the Declarant continues under the Master Declaration or any express or implied warranty, agreement or law Sections 1 8 6, 1 8 38, 10 2 2(c), 10 4 1(d), 10 6 1 10 10, 10 11, 10 12, 17 2, 17 3, 18 8, 19 4, 21 6 and 21 7, and Articles 23 and 24

21 2 Challenge to Validity No action to challenge the validity of an amendment adopted by the Master Association pursuant to this Article may be brought more than one year after the amendment is recorded

21 3 Recording Every amendment to the Master Declaration must be recorded in every county in which any portion of the Condominium is located, and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Master Declaration and each previously recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by RCW 64 32 216(1)

21 4 General Limitations Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected and the Owners of Units to which at least ninety percent of the votes in the Master Association are allocated other than the Declarant

21 5 Execution Amendments to the Master Declaration required by the Act to be recorded by the Master Association shall be prepared, executed, recorded, and certified on behalf of the Master Association by any officer of the Master Association designated for that purpose or, in the absence of designation, by the president of the Master Association

21 6 Special Declarant/Development Rights No amendment may restrict, eliminate, or otherwise modify any Special Declarant or Development Right, or any other right, power, benefit provided in the Master Declaration to Declarant or a declarant of a condominium within a Master Unit (nor otherwise under the business activities or expectations of, or benefits provided hereunder to, the Declarant or a declarant of a condominium within a Master Unit) without the consent of the Declarant or a declarant of a condominium within a Master Unit and any Mortgagee of record (excluding Mortgagees of Units owned by persons other than the Declarant or a declarant of a condominium within a Master Unit) with a security interest in the Special Declarant or Development Right or in any real property subject thereto

21 7 Material Amendments Any amendment to a provision of this Master Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall require the consent of fifty-one percent (51%) of the Eligible Mortgagees: voting rights, Assessments, Assessment liens, or the priority of Assessment liens, reserves for maintenance, repair, and replacement of Common Elements, responsibility for maintenance and repairs, reallocation of interests in the Common or Limited Common Elements; or rights to their use, redefinition of any Unit boundaries, convertibility of Units into Common Elements or vice versa, expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium, insurance or fidelity bond, leasing of Units, imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit, a decision by the Master Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder, restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Master Declaration, any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs, or any provisions that expressly benefit Mortgage holders, insurers, or guarantors. A Mortgagee who fails to

respond within thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered by certified or registered mail with a return receipt requested

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

21.9 Lender Requirements: All Unit Owners covenant and agree, for themselves and their heirs, successors and assigns, to vote in favor of and implement any amendments hereto which may be necessary to satisfy the requirements of the Federal National Mortgage Master Association, Veteran's Administration and Federal Housing Administration.

Article 22 MISCELLANEOUS

22.1 Notices for All Purposes

22.1.1 Delivery of Notice Any notice permitted or required to be delivered under the provisions of this Master Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit shall be sufficient if mailed to the Unit of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Board.

22.1.2 Mortgagee Notice Upon written request therefor, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by his security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

22.1.3 Mortgagee's Acceptance

22.1.4 Priority of Mortgage This Master Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Master Declaration but rather shall be subject and subordinate to said Mortgage.

22.1.5 Acceptance Upon First Conveyance Unless otherwise expressly approved by the Purchaser of a Unit, Declarant or a declarant of a condominium within a Master Unit shall not consummate the conveyance of title of such Unit until said Mortgagee shall have accepted the provisions of this Master Declaration and made appropriate arrangements, in accordance with the Act, for partial release of Units with their appurtenant Limited Common Elements and Allocated Interest in Common Elements from the lien of said Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Master Declaration and the Condominium status of the Units remaining subject to its Mortgage as well as its acknowledgment that such appropriate arrangements for partial release of Units have been made, provided, that, except as to the Units (and their Allocated Interests in Common Elements) so released, said Mortgage shall remain in full effect as to the entire Property.

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

22.3 Conveyances, Notice Required The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Master Association or the Board, or anyone acting on their behalf. An owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying the Unit to be sold, the name and address of the Purchaser, of the closing agent, and of the title insurance company insuring the Purchaser's interest, and the estimated closing date. The Board shall have the right to notify the Purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Unit, whether or not such information is requested. It is understood, however, that a violation of this Section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

22.4 Transfer of Declarant's Powers It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authority arising hereunder by virtue of

Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of one or more Units and include Development Rights and Special Declarant Rights)

22.5 Effective Date This Master Declaration shall take effect upon recording

22.6 Reference to Survey Map and Plans The Survey Map and Plans of the Condominium referred to herein consist of _____ sheets as prepared by _____, and were filed with the Recorder of _____, Washington, simultaneously with the recording of this Master Declaration under File No _____ in Volume _____ of Condominiums, pages _____ through _____

Article 23 SPECIAL DECLARANT RIGHTS DEVELOPMENT RIGHTS

23.1 Special Declarant Rights As more particularly provided in this Article, Declarant or a declarant of a Subcondominium, for itself and any successor Declarant or a declarant of a Subcondominium, has reserved the following Special Declarant Rights:

23.1.1 Completion of Improvements Declarant or a declarant of a Subcondominium, its agents, employees, contractors and representatives shall have the right to complete, repair, replace or correct improvements and otherwise perform work as set forth, provided for or authorized in this Master Declaration, Survey Map and Plans, Articles, Bylaws, or Master Association Rules, building or other governmental permits or approvals, and Purchase and Sale Agreement between Declarant or a declarant of a Subcondominium and a Unit Purchaser, any express or implied warranty under which Declarant or a declarant of a Subcondominium is obligated, or otherwise authorized or required by law. This Special Declarant Right shall continue so long as any right, duty or obligation of the Declarant or a declarant of a Subcondominium continues under any express or implied warranty, agreement or law.

23.1.2 Sales Facilities of Declarant Declarant or a declarant of a Subcondominium, its agents, employees and contractors shall be permitted to establish and maintain in any Unit still owned by Declarant or a declarant of a Subcondominium and in any of the Common Elements (other than Limited Common Elements assigned to Units not owned by Declarant or a declarant of a Subcondominium), such facilities as in the sole opinion of the Declarant or a declarant of a Subcondominium may be reasonably required, convenient or incidental to the construction, sale or rental of Units and appurtenant interests, including but not limited to: business offices, management offices, sales offices, construction offices, storage areas, signs, model units, and parking areas for all agents, employees, contractors, prospective tenants or purchasers of Declarant or a declarant of a Subcondominium. Any such facilities not designated a Unit by the Master Declaration is a Common Element and, if Declarant or a declarant of a Subcondominium ceases to be a Unit Owner, the Declarant or a declarant of a Subcondominium ceases to have any rights with regard thereto unless it is removed promptly from the Condominium, which Declarant or a declarant of a Subcondominium shall have the right to do. Declarant or a declarant of a Subcondominium may maintain signs on the Common Elements advertising the Condominium. The provisions of this Section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant or a declarant of a Subcondominium in the exercise of its sole discretion, provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of the Unit and appurtenant Limited Common Elements, and those portions of the Common Elements reasonably necessary to use and enjoy such Unit and Limited Common Elements.

23.1.3 Combination with Larger Project Declarant shall have the right to make the Condominium part of a larger condominium or development under RCW 64.34.276, and the Allocated Interests of Units shall be reallocated using the same formula as provided in either Exhibit B, B-1 and/or B-2.

23.1.4 Subject to Master Association Declarant shall have the right to make the Condominium subject to a Master Association under RCW 64.34.276.

23.1.5 Exercise of Development Rights Declarant or a declarant of a Subcondominium shall have the right to exercise Development Rights, if any, under this Master Declaration and the Act.

23.1.6 Termination of Declarant Rights Except as otherwise provided in this Master Declaration, the foregoing Special Declarant Rights shall continue so long as Declarant or a declarant of a Subcondominium is completing improvements which are within or may be added to this Condominium, or Declarant or a declarant of a Subcondominium owns any Units, or any Development Rights remain in effect, provided, that Declarant or a declarant of a Subcondominium may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Master Declaration, which amendment specifies which Right is thereby terminated.

23.2 Development Rights As more particularly provided in this Article, the Declarant or a declarant of a Subcondominium, for itself and any successor Declarant or a declarant of a Subcondominium, has reserved the following Development Rights

23.2.1 Development in Phases

(a) Right to Phase This Condominium will be developed and established in more than one (1) phase. This Master Declaration provides a description of the land within all phases, the general Common and Limited Common Elements for all phases, and the Units for all phases. The Survey Map and Plans, filed simultaneously herewith, depict with respect to for all phases a survey of the surface of the land for all phases, and the vertical and horizontal boundaries, the location of all such Units, and the number and dimensions of all such Units. Said Survey Map and Plans, or amendments thereto, shall show such data with respect to the remainder of phases. The provisions regarding all phases shall be effective immediately to establish for all phases as a Condominium under the Act. Prior to recording the Declaration, the Declarant may elect to withhold from the Condominium certain proposed phases, in which event the provisions concerning subsequent phases shall become applicable.

(b) Master Declaration, Survey Map and Plans Amendments For each subsequent phase following Phase 1, the Declarant shall execute and record an amendment to this Master Declaration stating that said subsequent phase (including the subsequent phase land, and all Units, Buildings and other improvements thereon) is established as a Condominium under the Act. From and after the recording of said amendment, all of the land within Phase 1 and within subsequent phases for which such an amendment has been recorded, together with all Units, Buildings and other improvements constructed thereon, shall constitute a single Condominium pursuant to the Act and the provisions of this Master Declaration. In conjunction with said amendment to the Master Declaration, an updated or revised Survey Map, or Plans, or both, shall be filed if the previous Map and Plans filed affecting or describing said subsequent phase lack required detail, certification or other matters required under the Act. The Declarant is the Unit Owner of any Units thereby created. The amendment to the Master Declaration shall assign an Identifying Number to each new Unit created, and reallocate the Allocated Interests among all Units. The amendment must describe any Common Elements and any Limited Common Elements thereby created and, in the case of Limited Common Elements, designate the Unit to which each is allocated to the extent required by RCW 64.34.228. Development Rights may be reserved within any real property added to the Condominium if the amendment adding that real property includes all matters required by RCW 64.34.216 or 64.34.220, as the case may be, and the Survey Map and Plans include all matters required by RCW 64.34.232. This provision does not extend the time limit on the exercise of Development Rights imposed by this Master Declaration.

(c) Common Elements All Common Elements for each phase will be utilized by Unit Owners of the next succeeding phase as it is established, and the additional Owners will, after the effective date of the subsequent phase, also share in the expenses of such Common Elements. Owners in a prior phase will utilize the Common Elements for the subsequent phases and also share in the expense thereof.

(d) Completion Declarant shall complete subsequent phases in accordance with the plans and specifications prepared from time to time by or for Declarant and as approved from time to time by governmental authorities having jurisdiction thereof and by the lender or lenders financing the construction of subsequent phases. Improvements within subsequent phases will be reasonably consistent with improvements in prior phases in terms of quality of construction. Completion of subsequent phases will be pursued by Declarant as expeditiously as reasonably possible, subject to delays for reasons (including, but not limited to, financing availability, labor disputes, material shortages, and acts of God) reasonably beyond the control of Declarant. All improvements for subsequent phases shall be substantially completed before such phase is incorporated into the Condominium by amendment as provided in subsection 23.2.2(b) above.

(e) Allocated Interests It is specifically covenanted that the Allocated Interests for Phase 1 are calculated with respect to the Units within Phase 1. At such time as additional phases are made effective by the filing of the above-described Master Declaration Amendment by Declarant, the Allocated Interests thereafter effective for all Units in Phase 1 and those added in each subsequent phase shall be reallocated as provided in Exhibit B attached hereto.

(f) Assessments Based on Allocated Interests for Phases All Assessments for the various phases shall utilize and be based on the Allocated Interests stated for that phase until the succeeding phase is activated and commenced. The Declarant or Board may upon the activation of any phase, based on the reallocation of Allocation Interests, recompute the budget and the Assessments, and impose the revised Assessments.

(g) Easements for Phased Development

(i) In addition to the general easements reserved by statute and by reference in other sections of this Master Declaration, there is reserved a non-exclusive easement in favor of Declarant (and Declarant's heirs, successors, assigns and purchasers) over and across the Phase 1 land (and across the land hereafter described in Exhibit A, as hereafter amended, for any subsequently completed phase) for ingress and egress and over and across easements, roadways, and utility lines specified or established in and for completed phases, and the right to connect thereto is

reserved. Such reservations are for the purpose either of completing subsequent phases, or otherwise developing portions of the land for other purposes if not completed as a Condominium phase.

(ii) The easements reserved under this Section shall entitle the Declarant (and Declarant's heirs, successors, assigns), for development of each successive phase of the Condominium, or for development and utilization of the lands to have been included in any phase if such lands are utilized for other purposes under the powers reserved to Declarant to tie into water, sewer, storm sewer, electrical, gas, telephone or other utility lines of all varieties, to connect with roadways or utility systems developed and emplaced in the completed phases of the Condominium, and, to the extent as owners and occupants within the Condominium, utilize any recreational facilities developed in completed phases of the Condominium.

(iii) Declarant shall bear the cost of tie-ins to said utilities and roads and will not connect with said utilities in a manner that impairs or significantly reduces the quality of the utility service to the land described in Exhibit A as Phase 1 and for the land in a subsequently completed phase, provided, that if said tie-ins cause an increase in the cost of delivering affected utility services to Phase 1 and for land in any subsequently completed phase, that cost shall be borne by the Declarant.

(iv)(i) Any land which is not developed as a subsequent phase of the Condominium and which utilizes and benefits from the utility, roadway easements and recreational facility reserved to Declarant hereunder, shall pursuant to an irrevocable covenant running with the land be obligated to pay a pro rata share (based on relative number of living units) of the costs of subsequent repairs, maintenance and operation of said utilities, roadways and recreational facilities.

(v)(iii) Declarant (and Declarant's heirs, successors and assigns) shall have a non-exclusive easement to construct and maintain (at any time and at Declarant's sole cost and expense and in the exercise of Declarant's sole discretion and at such locations within Phase 1 and within any subsequently completed phases of the Condominium as Declarant may determine) such signs as Declarant may deem necessary for the identification of the name, location and direction, and for the sale or renting, of Buildings and Units, regardless of whether such Buildings and Units are located on land which is within a subsequent phase of the Condominium or on land which the Declarant under powers reserved hereunder has elected not to develop as a phase of the Condominium.

(h) Liens Arising in Connection with Phases. At the time the amendment incorporating a subsequent phase into the Condominium is made, no lien arising in connection with the Declarant's ownership of, and construction of improvements upon, the subsequent phase land will adversely affect the rights of existing Unit Owners or the priority of first Mortgages on Units in the existing Condominium Property. All taxes, assessments, mechanics liens, and other charges affecting a subsequent phase land will be paid or otherwise satisfactorily provided for by the Declarant.

(i) Withdrawal of Subsequent Phases. If, despite the good faith efforts of Declarant, and for reasons (including, but not limited to, financing availability, labor disputes, material shortages and acts of God) beyond the reasonable control of Declarant, all or any of the subsequent phases are not completed and/or the amendment(s) provided for in this Section is not recorded, then Declarant at any time may elect not to incorporate all or some of such subsequent phases into the subject Condominium project and elect not to record the amendments provided on in this Section. To effectuate the foregoing, Declarant, upon its sole signature and without further consent of any of the other Owners being required, may file such amendment to this Master Declaration and to the Survey Map and Plans as is necessary to withdraw the land within such subsequent phases (and improvements constructed thereon) from the provisions of this Master Declaration and to relinquish Declarant's rights under this Section. In the event Declarant should exercise its rights under this Section to withdraw the land within such subsequent phases (and improvements thereon), from the provisions of this Master Declaration, or if the Declarant's right to add phases expires pursuant to Section 23 2 2(j)(iii), then the phases in fact made a part of the Condominium shall thereafter continue to constitute a complete, fully operational Condominium, land within such subsequent phases (and improvements thereon) may be used for any other lawful purpose in Declarant's discretion, and the easements provided for in this Section (including without limitation Section 23 2 2(g)) shall continue for the benefit of land within such subsequent phases and Declarant (and its heirs, successors and assigns) for the development and utilization of land within such subsequent phases.

(j) Limitation of Declarant's Rights

(i) It is understood that the total project (if all phases are completed) shall include Condominium residential Units not exceeding in number the maximum permitted by law.

(ii) At the time of recording this Master Declaration, Declarant may not have acquired title to or an interest in the land for some or all of the land for phases subsequent to Phase 1. Declarant shall not be entitled to exercise its rights to include the land for phases subsequent to Phase 1 (and improvements thereon) as a part of this Condominium until such time as Declarant has acquired title to or an interest in the land necessary for such subsequent phase.

(iii) Notwithstanding any other provision of this Master Declaration, Declarant's right to add phases by amendments under this Section shall expire seven (7) years after initial Master Declaration recording.

23 2 2 Subdivision and Combination Declarant shall have the right to subdivide or combine Units (owned by Declarant) or convert Units (owned by Declarant) into Common Elements. Whenever Declarant exercises a Development Right to subdivide, combine or convert a Unit previously created into additional Units, Common Elements, or both.

(a) If Declarant converts the Unit entirely to Common Elements, the amendment to the Master Declaration must reallocate all the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation under Article 15.

(b) If Declarant subdivides the Unit into two or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to the Master Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by the Declarant.

(c) If Declarant combines two or more Units, the amendment to the Master Declaration must reallocate to the new Unit all of the Allocated Interests formerly allocated to the Units so combined.

23 2 3 Different Parcels, Different Times

(a) Any Development Right may be exercised with respect to different parcels of Real Property at different times,

(b) No assurances are made as to final boundaries of such parcels or as to the order in which those parcels may be subjected to the exercise of each Development Right, and

(c) Even though a Development Right is exercised in any portion of the Real Property subject to that right, that right need not be exercised in all or in any other portion of the remainder of that Real Property.

23 2 4 Exercise of Development Right To exercise any Development Right reserved under Section 23 2, the Declarant shall prepare, execute, and record an amendment to the Master Declaration under Article 21 and comply with RCW 64 34 232.

23 2 5 Termination of Development Rights Except as otherwise provided in this Master Declaration, the foregoing Development Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Special Declarant Rights remain in effect, provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Master Declaration, which amendment specifies which Right is thereby terminated.

23 3 Boundaries of Limited Common Elements Declarant shall have the right to establish, expand, contract or otherwise modify the boundaries of any Limited Common Element allocated to a Unit, provided, the prior consent will be required from the Owner of the Unit.

23 4 Liability for Damage The Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Condominium, of any portion of the Condominium damaged by the exercise of rights reserved by Declarant pursuant to or created by this Master Declaration or the Act.

23 5 Declarant's Easements Declarant or a declarant of a Subcondominium has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging obligations of Declarant or a declarant of a Subcondominium or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Master Declaration.

**Article 24
CONSTRUCTION OF UNIT STRUCTURES**

A Unit Owner, (including Declarant or a declarant of a Subcondominium) at its sole cost and expense, shall have the right to construct (in compliance with the provisions of this Master Declaration and all applicable laws, rules and regulations) and thereafter maintain, repair, alter and replace improvements within the Unit owned by such Owner. In connection therewith, a Unit Owner is granted the same easements as granted to the Declarant or a declarant of a Subcondominium (subject to the same limitations and conditions as imposed on Declarant or a declarant of a Subcondominium). In connection therewith, a Unit Owner, at its sole cost and expense, shall have the right and obligation to cause such amendments to this Master Declaration and the Survey Map and Plans to be prepared and recorded as may be required by law or requested by title insurers or mortgagees of the Unit. The Master Declaration Survey Map and Plans may be amended to show data pertaining to Unit Structures when completed.

Article 25
DISPUTE RESOLUTION

25.1 Policy - Mediation The parties hope there will be no disputes arising out of their relationship. To that end, each commits to cooperate in good faith and to deal fairly in performing its duties under this Master Declaration in order to accomplish their mutual objectives and avoid disputes. But if a dispute arises, the parties agree to resolve all disputes by the following alternate dispute resolution process: (a) the parties will seek a fair and prompt negotiated resolution, but if this is not successful, (b) all disputes shall be resolved by binding arbitration, provided that during this process, (c) at the request of either party made not later than forty-five (45) days after the initial arbitration demand, the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date). The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

25.2 Binding Arbitration Any claim between or among any party subject to this Master Declaration (including without limitation, the Declarant or a declarant of a Subcondominium, Master Association Board or officers, Unit Owners, or their employees or agents) arising out of or relating to this Master Declaration, a Unit or Units, the Condominium or the Master Association shall be determined by Arbitration in the county in which the Condominium is located commenced in accordance with RCW 7.04.060, provided, that the total award by a single arbitrator (as opposed to a majority of the arbitrators) shall not exceed \$50,000, including interest, attorneys' fees and costs. If any party demands a total award greater than \$50,000, there shall be three (3) neutral arbitrators. If the parties cannot agree on the identity of the arbitrator(s) within ten (10) days of the arbitration demand, the arbitrator(s) shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or have similar professional credentials). Each arbitrator shall be an attorney with at least fifteen (15) years' experience in commercial or real estate law and shall reside in the county in which the Condominium is located. Whether a claim is covered by the Article shall be determined by the arbitrator(s). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder.

25.3 Hearing - Law - Appeal Limited The arbitrator(s) shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days, and the arbitrator(s) written decision shall be made not later than fourteen (14) calendar days after the hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator(s) may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator(s) shall apply applicable substantive law. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgement may be entered in any court having jurisdiction thereof. Provided, if at the time a dispute arises then applicable law prohibits a party's waiver of a trial de novo, then the parties shall nevertheless comply with the mediation and arbitration procedures of this Article, but all parties shall retain a right of a trial de novo following the conclusion of such procedures. Provided further, if at the time a dispute arises then applicable law requires use of a dispute resolution procedure other than the procedures provided by this Article, then the parties shall utilize such other legally required procedure. The arbitrator(s) may award injunctive relief or any other remedy available from a judge, including without limitation joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy, but shall not have the power to award punitive or exemplary damages, or to award attorneys' fees and costs to the prevailing party. The decision and award of the arbitrator(s) need not be unanimous, rather, the decision and award of two arbitrators shall be final.

25.4 Warranty Dispute Resolution In the event Declarant or a declarant of a Subcondominium has issued a warranty of quality to the initial purchasers of Units, and such warranty contains provisions governing the making of claims and governing the resolution of disputes, then the provisions of such warranty shall control over the provisions of this Article 24 with respect to all express and implied warranty claims (including without limitation the Washington Condominium Act implied warranties) involving Units and Common Elements (regardless of whether the Unit Owner, Master Association or Board is asserting the claim).

DECLARANT L155-1 Eagle Point, LLC

By [Signature]
Its Authorized Agent

STATE OF WASHINGTON

COUNTY OF Shonomish

On this 11th day of December, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim Bruggman, to me personally known or proven on the basis of satisfactory evidence) to be the Authorized Agent of L155-1 EAGLE POINT LLC, a limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument

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

Melanie M Clark
NOTARY PUBLIC in and for the State of
Washington, residing in Shonomish
My commission expires 11/23/08
Print Notary Name MELANIE M CLARK

MELANIE M. CLARK
STATE OF WASHINGTON
NOTARY --- PUBLIC
My Commission Expires 11 23 2008

THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY
EXHIBIT A
TO THE DECLARATION

I. Description of Real Property included in Condominium

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 31 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER;
THENCE NORTH 86°27'20" WEST ALONG THE NORTH LINE OF SAID NORTH HALF FOR 1658.15 FEET;
THENCE SOUTH 11°00' EAST 228.18 FEET;
THENCE SOUTH 87°41'03" EAST 81.26 FEET;
THENCE SOUTH 02°18'57" WEST FOR 600.77 FEET;
THENCE SOUTH 87°41'03" EAST FOR 85.00 FEET;
THENCE SOUTH 02°18'57" WEST FOR 508.00 FEET TO THE SOUTH LINE OF SAID NORTH HALF,
THENCE SOUTH 87°41'03" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF FOR 1124.78 FEET TO THE CENTERLINE OF RIGHT-OF-WAY EASEMENT GRANTED TO THE TRANS MOUNTAIN OIL CORPORATION AS RECORDED IN VOLUME 631 OF DEEDS, PAGE 557, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE NORTH 16°10'43" WEST ALONG SAID EASEMENT 654.06 FEET,
THENCE SOUTH 86°27'00" EAST FOR 504.73 FEET TO THE EAST LINE OF SAID NORTH HALF,
THENCE NORTH 03°44'21" EAST ALONG THE EAST LINE OF SAID NORTH HALF 46.00 FEET;
THENCE NORTH 86°27'20" WEST FOR 207.91 FEET,
THENCE NORTH 03°32'40" EAST FOR 90.00 FEET;
THENCE NORTH 50°00'00" EAST FOR 90.00 FEET;
THENCE SOUTH 84°47'59" EAST FOR 143.27 FEET TO THE EAST LINE OF SAID NORTH HALF,
THENCE NORTH 03°44'21" EAST ALONG THE EAST LINE OF SAID NORTH HALF FOR 492.15 FEET TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION LYING WITHIN 51ST AVENUE NORTHEAST (ALSO KNOWN AS SHOULTES ROAD) AND ANY PORTION LYING EAST OF SAID ROAD, AND MORE FULLY DESCRIBED AS FOLLOWS

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 86°27'20" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 30.00 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF 51ST AVENUE NORTHEAST (ALSO KNOWN AS SHOULTES ROAD) AND THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 86°27'20" WEST ALONG SAID NORTH LINE 1628.15 FEET,
THENCE SOUTH 11°00'00" EAST 228.18 FEET;
THENCE SOUTH 87°41'03" EAST 81.26 FEET;
THENCE SOUTH 02°18'57" WEST 600.77 FEET;
THENCE SOUTH 87°41'03" EAST 85.00 FEET;
THENCE SOUTH 02°18'57" WEST 508.00 FEET TO THE SOUTH LINE OF SAID SUBDIVISION,

THENCE SOUTH 87°41'03" EAST ALONG SAID SOUTH LINE 1124.78 FEET TO THE CENTERLINE OF RIGHT-OF-WAY EASEMENT GRANTED TO THE TRANS MOUNTAIN OIL CORPORATION AS RECORDED IN VOLUME 631 OF DEEDS, PAGE 557, RECORDS OF SAID COUNTY;
 THENCE NORTH 16°10'43" WEST ALONG SAID EASEMENT 654.06 FEET;
 THENCE SOUTH 86°27'20" EAST 474.81 FEET TO SAID WEST MARGIN (FORMERLY A RECORD DISTANCE OF 504.73 FEET TO THE EAST LINE OF SAID SUBDIVISION),
 THENCE NORTH 03°43'55" EAST ALONG SAID MARGIN 46.00 FEET (FORMERLY A RECORD BEARING OF NORTH 03°44'21" EAST SAID EAST LINE);
 THENCE NORTH 86°27'20" WEST 177.99 FEET (FORMERLY OF RECORD DISTANCE OF 207.91 FEET FROM SAID EAST LINE);
 THENCE NORTH 03°32'46" EAST 90.00 FEET,
 THENCE NORTH 50°00'00" EAST 90.00 FEET;
 THENCE SOUTH 04°47'59" EAST 113.29 FEET OF SAID WEST MARGIN (FORMERLY A RECORD DISTANCE OF 143.27 FEET TO SAID EAST LINE),
 THENCE NORTH 03°43'55" EAST ALONG SAID WEST MARGIN 491.29 FEET TO THE POINT OF BEGINNING (FORMERLY A RECORD BEARING AND DISTANCE OF NORTH 03°44'21" EAST 492.15 FEET ALONG SAID EAST LINE).

EXCEPT THAT PORTION DEDICATED TO THE CITY OF MARYSVILLE UNDER DEED RECORDED UNDER SNOHOMISH COUNTY RECORDING NO. 200607030761

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

2. Description of any Real Property which may be allocated subsequently by the Declarant as Limited Common Elements (other than Limited Common Elements specified in Sections 4.1.2 and 4.1.4)

See Paragraph 1 above

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

See Paragraph 1 above

4. Moorage Slips: None

5. Recreational Facilities: None

6. Parking. (if all possible phases are included)

a	Uncovered	TBD
b	Covered	TBD
c	Enclosed	TBD

TOTAL TBD

["TBD" = to be determined. All parking are Estimates only, Subject to change. Parking shall comply with applicable governmental ordinances, rules and regulations.]

7. **McKendree Park Matters.** "McKendree Park Matter" shall mean a matter which relates to McKendree Park, A Condominium (including the land, structures, dwellings and other improvements therein) or to the use, maintenance, repair, or administration thereof, but shall not include a matter which relates to the Master Condominium Common Elements. It is understood that any right, power, decision or action which by the terms of the Master Declaration may be exercised, made or taken by the Master Association Board or by the Master Association members with respect to a McKendree Park, A Matter shall be exercised, made or taken by the McKendree Park, A Association Board or by the McKendree Park, A Association members.

8. **Single Family Condominium Matters.** "Single Family Condominium Matter" shall mean a matter which relates to Single Family Condominiums (including the land, structures, dwellings and other improvements therein) or to the use, maintenance, repair, or administration thereof, but shall not include a matter which relates to the Master Condominium Common Elements. It is understood that any right, power, decision or action which by the terms of the

Master Declaration may be exercised, made or taken by the Master Association Board or by the Master Association members with respect to a Single Family Condominium Matter shall be exercised, made or taken by the Master Association Board (elected by Single Family Unit Owners) or by the Single Family Condominium Association members

9. Replacement of Certain Components. Although each Owner is primarily responsible for the maintenance, repair and replacement of all improvements (including structures) within the boundaries of the Unit, the Master Association shall be responsible for the following (the cost of which, including reserves, shall be deemed a Common Expense of the Master Association) (a) the maintenance of front yards and front landscaping of Units within a Single Family Condominium) Provided, that the costs of the foregoing shall be assessed against only against Units within the Single Family Condominiums

10. Aviation Easement Restrictions The land is within the influence of the Arlington Municipal Airport, on which aeronautical activities as defined in RCW Chapter 14 08 and the Arlington Municipal Code Title 14 are and may be conducted This land may experience low overhead flights, odor, noise, vibration and other aviation related impacts

11. Pedestrian Path Easement - Unit 288. A non-exclusive easement is established over and across Unit 288, for pedestrian access to a bus-stop, for the benefit of residents and guests of Units 1 through 288 Said easement shall be located by the Owner of Unit 288 to conform to applicable governmental ordinances, rules and regulations For purposes of use, administration, maintenance and repair, said easement shall constitute a Common Element of the Master Condominium

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

*** NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY,** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.

UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2:** Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit.

ALLOCATED INTEREST NOTES

***** NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit.

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED INTEREST Common Expense, Votes & Common Elements
				[X] construction plan estimate [] surveyor's "as-built"	
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT	
	See NOTES 1 & 2			See Note 2	
1	* & **	* & **	* & **	3,060	1/371
2	* & **	* & **	* & **	3,060	1/371
3	* & **	* & **	* & **	2,986	1/371
4	* & **	* & **	* & **	2,919	1/371
5	* & **	* & **	* & **	2,989	1/371
6	* & **	* & **	* & **	3,110	1/371
7	* & **	* & **	* & **	3,103	1/371
8	* & **	* & **	* & **	4,589	1/371
9	* & **	* & **	* & **	3,857	1/371
10	* & **	* & **	* & **	3,600	1/371
11	* & **	* & **	* & **	3,657	1/371
12	* & **	* & **	* & **	4,233	1/371
13	* & **	* & **	* & **	5,219	1/371
14	* & **	* & **	* & **	2,967	1/371
15	* & **	* & **	* & **	2,881	1/371
16	* & **	* & **	* & **	2,894	1/371
17	* & **	* & **	* & **	2,896	1/371
18	* & **	* & **	* & **	2,907	1/371
19	* & **	* & **	* & **	2,923	1/371
20	* & **	* & **	* & **	2,924	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

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UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2:** Square footage of Unit will be based on a survey This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

21	* & **	* & **	* & **	2,924	1/371
22	* & **	* & **	* & **	2,924	1/371
23	* & **	* & **	* & **	2,924	1/371
24	* & **	* & **	* & **	2,924	1/371
25	* & **	* & **	* & **	2,924	1/371
26	* & **	* & **	* & **	2,924	1/371
27	* & **	* & **	* & **	2,924	1/371
28	* & **	* & **	* & **	3,660	1/371
29	* & **	* & **	* & **	5,426	1/371
30	* & **	* & **	* & **	4,440	1/371
31	* & **	* & **	* & **	3,774	1/371
32	* & **	* & **	* & **	3,774	1/371
33	* & **	* & **	* & **	3,774	1/371
34	* & **	* & **	* & **	3,774	1/371
35	* & **	* & **	* & **	3,774	1/371
36	* & **	* & **	* & **	3,774	1/371
37	* & **	* & **	* & **	3,774	1/371
38	* & **	* & **	* & **	5,943	1/371
39	* & **	* & **	* & **	3,032	1/371
40	* & **	* & **	* & **	3,225	1/371
41	* & **	* & **	* & **	3,225	1/371
42	* & **	* & **	* & **	3,892	1/371
43	* & **	* & **	* & **	2,907	1/371
44	* & **	* & **	* & **	2,907	1/371
45	* & **	* & **	* & **	2,907	1/371
46	* & **	* & **	* & **	2,907	1/371
47	* & **	* & **	* & **	2,907	1/371
48	* & **	* & **	* & **	2,828	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

* **NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future

UNIT SQUARE FOOTAGE AREA NOTES

** **NOTE 2** Square footage of Unit will be based on a survey This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

49	* & **	* & **	* & **	2,828	1/371
50	* & **	* & **	* & **	2,907	1/371
51	* & **	* & **	* & **	2,907	1/371
52	* & **	* & **	* & **	2,907	1/371
53	* & **	* & **	* & **	2,907	1/371
54	* & **	* & **	* & **	2,907	1/371
55	* & **	* & **	* & **	3,975	1/371
56	* & **	* & **	* & **	3,131	1/371
57	* & **	* & **	* & **	3,131	1/371
58	* & **	* & **	* & **	3,063	1/371
59	* & **	* & **	* & **	2,869	1/371
60	* & **	* & **	* & **	2,869	1/371
61	* & **	* & **	* & **	2,869	1/371
62	* & **	* & **	* & **	2,869	1/371
63	* & **	* & **	* & **	2,869	1/371
64	* & **	* & **	* & **	2,801	1/371
65	* & **	* & **	* & **	2,847	1/371
66	* & **	* & **	* & **	2,869	1/371
67	* & **	* & **	* & **	2,869	1/371
68	* & **	* & **	* & **	2,869	1/371
69	* & **	* & **	* & **	2,869	1/371
70	* & **	* & **	* & **	2,869	1/371
71	* & **	* & **	* & **	3,116	1/371
72	* & **	* & **	* & **	2,584	1/371
73	* & **	* & **	* & **	2,584	1/371
74	* & **	* & **	* & **	2,584	1/371
75	* & **	* & **	* & **	2,830	1/371
76	* & **	* & **	* & **	2,830	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

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UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2** Square footage of Unit will be based on a survey This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

77	* & **	* & **	* & **	2,584	1/371
78	* & **	* & **	* & **	2,584	1/371
79	* & **	* & **	* & **	2,584	1/371
80	* & **	* & **	* & **	3,116	1/371
81	* & **	* & **	* & **	3,225	1/371
82	* & **	* & **	* & **	3,225	1/371
83	* & **	* & **	* & **	3,225	1/371
84	* & **	* & **	* & **	3,225	1/371
85	* & **	* & **	* & **	3,772	1/371
86	* & **	* & **	* & **	3,393	1/371
87	* & **	* & **	* & **	3,105	1/371
88	* & **	* & **	* & **	2,956	1/371
89	* & **	* & **	* & **	2,924	1/371
90	* & **	* & **	* & **	2,924	1/371
91	* & **	* & **	* & **	2,924	1/371
92	* & **	* & **	* & **	2,924	1/371
93	* & **	* & **	* & **	2,924	1/371
94	* & **	* & **	* & **	3,870	1/371
95	* & **	* & **	* & **	3,332	1/371
96	* & **	* & **	* & **	3,332	1/371
97	* & **	* & **	* & **	3,332	1/371
98	* & **	* & **	* & **	3,332	1/371
99	* & **	* & **	* & **	3,332	1/371
100	* & **	* & **	* & **	3,332	1/371
101	* & **	* & **	* & **	3,332	1/371
102	* & **	* & **	* & **	3,000	1/371
103	* & **	* & **	* & **	2,550	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

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UNIT SQUARE FOOTAGE AREA NOTES

** **NOTE 2:** Square footage of Unit will be based on a survey This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

104	* & **	* & **	* & **	2,550	1/371
105	* & **	* & **	* & **	2,550	1/371
106	* & **	* & **	* & **	2,550	1/371
107	* & **	* & **	* & **	2,550	1/371
108	* & **	* & **	* & **	2,968	1/371
115	* & **	* & **	* & **	2,924	1/371
114	* & **	* & **	* & **	2,550	1/371
113	* & **	* & **	* & **	2,550	1/371
112	* & **	* & **	* & **	2,550	1/371
111	* & **	* & **	* & **	2,550	1/371
110	* & **	* & **	* & **	2,550	1/371
109	* & **	* & **	* & **	2,876	1/371
196	* & **	* & **	* & **	3,247	1/371
197	* & **	* & **	* & **	2,924	1/371
198	* & **	* & **	* & **	2,924	1/371
199	* & **	* & **	* & **	2,924	1/371
200	* & **	* & **	* & **	2,924	1/371
201	* & **	* & **	* & **	2,924	1/371
202	* & **	* & **	* & **	2,924	1/371
203	* & **	* & **	* & **	2,924	1/371
204	* & **	* & **	* & **	2,924	1/371
205	* & **	* & **	* & **	2,924	1/371
206	* & **	* & **	* & **	2,924	1/371
207	* & **	* & **	* & **	2,924	1/371
208	* & **	* & **	* & **	2,924	1/371
116	* & **	* & **	* & **	5,254	1/371
117	* & **	* & **	* & **	2,907	1/371
118	* & **	* & **	* & **	2,932	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

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UNIT SQUARE FOOTAGE AREA NOTES

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ALLOCATED INTEREST NOTES

119	* & **	* & **	* & **	4,329	1/371
120	* & **	* & **	* & **	2,584	1/371
121	* & **	* & **	* & **	2,584	1/371
122	* & **	* & **	* & **	2,584	1/371
123	* & **	* & **	* & **	2,584	1/371
124	* & **	* & **	* & **	2,584	1/371
125	* & **	* & **	* & **	2,584	1/371
126	* & **	* & **	* & **	2,584	1/371
127	* & **	* & **	* & **	2,584	1/371
128	* & **	* & **	* & **	2,584	1/371
129	* & **	* & **	* & **	4,227	1/371
130	* & **	* & **	* & **	2,890	1/371
131	* & **	* & **	* & **	2,890	1/371
132	* & **	* & **	* & **	5,267	1/371
133	* & **	* & **	* & **	2,584	1/371
134	* & **	* & **	* & **	2,584	1/371
135	* & **	* & **	* & **	2,584	1/371
136	* & **	* & **	* & **	2,584	1/371
137	* & **	* & **	* & **	2,584	1/371
138	* & **	* & **	* & **	2,584	1/371
139	* & **	* & **	* & **	2,584	1/371
140	* & **	* & **	* & **	2,584	1/371
141	* & **	* & **	* & **	2,584	1/371
185	* & **	* & **	* & **	4,298	1/371
184	* & **	* & **	* & **	2,898	1/371
183	* & **	* & **	* & **	2,899	1/371
182	* & **	* & **	* & **	4,299	1/371
181	* & **	* & **	* & **	2,924	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

*** NOTE 1** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future

UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2** Square footage of Unit will be based on a survey This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

180	* & **	* & **	* & **	2,924	1/371
179	* & **	* & **	* & **	2,924	1/371
178	* & **	* & **	* & **	2,924	1/371
177	* & **	* & **	* & **	2,924	1/371
176	* & **	* & **	* & **	2,924	1/371
175	* & **	* & **	* & **	2,924	1/371
174	* & **	* & **	* & **	2,924	1/371
173	* & **	* & **	* & **	2,924	1/371
172	* & **	* & **	* & **	2,924	1/371
168	* & **	* & **	* & **	3,717	1/371
169	* & **	* & **	* & **	2,518	1/371
170	* & **	* & **	* & **	2,518	1/371
171	* & **	* & **	* & **	3,632	1/371
195	* & **	* & **	* & **	2,924	1/371
194	* & **	* & **	* & **	2,924	1/371
193	* & **	* & **	* & **	2,924	1/371
192	* & **	* & **	* & **	2,924	1/371
191	* & **	* & **	* & **	2,924	1/371
190	* & **	* & **	* & **	2,924	1/371
189	* & **	* & **	* & **	2,924	1/371
188	* & **	* & **	* & **	2,924	1/371
187	* & **	* & **	* & **	2,924	1/371
186	* & **	* & **	* & **	2,924	1/371
282	* & **	* & **	* & **	2,916	1/371
283	* & **	* & **	* & **	2,916	1/371
284	* & **	* & **	* & **	2,916	1/371
285	* & **	* & **	* & **	2,915	1/371
286	* & **	* & **	* & **	2,915	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

*** NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future

UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2:** Square footage of Unit will be based on a survey This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

287	* & **	* & **	* & **	2,915	1/371
209	* & **	* & **	* & **	2,924	1/371
210	* & **	* & **	* & **	2,924	1/371
211	* & **	* & **	* & **	2,924	1/371
212	* & **	* & **	* & **	2,924	1/371
213	* & **	* & **	* & **	3,681	1/371
214	* & **	* & **	* & **	3,517	1/371
215	* & **	* & **	* & **	2,924	1/371
216	* & **	* & **	* & **	2,924	1/371
217	* & **	* & **	* & **	2,924	1/371
218	* & **	* & **	* & **	2,924	1/371
219	* & **	* & **	* & **	2,924	1/371
220	* & **	* & **	* & **	2,924	1/371
221	* & **	* & **	* & **	2,924	1/371
222	* & **	* & **	* & **	2,924	1/371
223	* & **	* & **	* & **	2,924	1/371
224	* & **	* & **	* & **	2,924	1/371
225	* & **	* & **	* & **	2,924	1/371
226	* & **	* & **	* & **	2,924	1/371
227	* & **	* & **	* & **	2,924	1/371
228	* & **	* & **	* & **	2,924	1/371
229	* & **	* & **	* & **	2,924	1/371
230	* & **	* & **	* & **	2,924	1/371
231	* & **	* & **	* & **	3,247	1/371
232	* & **	* & **	* & **	4,237	1/371
233	* & **	* & **	* & **	3,798	1/371
234	* & **	* & **	* & **	3,774	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

* **NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY**, (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future

UNIT SQUARE FOOTAGE AREA NOTES

** **NOTE 2** Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

235	* & **	* & **	* & **	3,774	1/371
236	* & **	* & **	* & **	3,774	1/371
237	* & **	* & **	* & **	3,774	1/371
238	* & **	* & **	* & **	3,774	1/371
239	* & **	* & **	* & **	3,774	1/371
240	* & **	* & **	* & **	3,774	1/371
241	* & **	* & **	* & **	3,774	1/371
242	* & **	* & **	* & **	3,774	1/371
243	* & **	* & **	* & **	3,774	1/371
244	* & **	* & **	* & **	3,774	1/371
245	* & **	* & **	* & **	3,774	1/371
246	* & **	* & **	* & **	3,774	1/371
247	* & **	* & **	* & **	3,774	1/371
248	* & **	* & **	* & **	3,774	1/371
249	* & **	* & **	* & **	3,774	1/371
250	* & **	* & **	* & **	4,071	1/371
251	* & **	* & **	* & **	3,442	1/371
252	* & **	* & **	* & **	3,689	1/371
253	* & **	* & **	* & **	8,731	1/371
254	* & **	* & **	* & **	7,498	1/371
255	* & **	* & **	* & **	3,440	1/371
256	* & **	* & **	* & **	3,440	1/371
257	* & **	* & **	* & **	3,440	1/371
258	* & **	* & **	* & **	2,923	1/371
259	* & **	* & **	* & **	2,923	1/371
260	* & **	* & **	* & **	2,923	1/371
261	* & **	* & **	* & **	2,922	1/371
262	* & **	* & **	* & **	2,922	1/371
263	* & **	* & **	* & **	2,922	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

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UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2.** Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

264	* & **	* & **	* & **	2,922	1/371
265	* & **	* & **	* & **	2,921	1/371
266	* & **	* & **	* & **	2,921	1/371
267	* & **	* & **	* & **	2,921	1/371
268	* & **	* & **	* & **	2,920	1/371
269	* & **	* & **	* & **	2,920	1/371
270	* & **	* & **	* & **	2,920	1/371
271	* & **	* & **	* & **	2,920	1/371
272	* & **	* & **	* & **	2,919	1/371
273	* & **	* & **	* & **	2,919	1/371
274	* & **	* & **	* & **	2,919	1/371
275	* & **	* & **	* & **	2,918	1/371
276	* & **	* & **	* & **	2,918	1/371
277	* & **	* & **	* & **	2,918	1/371
278	* & **	* & **	* & **	2,918	1/371
279	* & **	* & **	* & **	2,917	1/371
280	* & **	* & **	* & **	2,917	1/371
281	* & **	* & **	* & **	2,917	1/371
155	* & **	* & **	* & **	5,347	1/371
156	* & **	* & **	* & **	2,890	1/371
157	* & **	* & **	* & **	2,890	1/371
158	* & **	* & **	* & **	4,286	1/371
159	* & **	* & **	* & **	2,584	1/371
160	* & **	* & **	* & **	2,584	1/371
161	* & **	* & **	* & **	2,584	1/371
162	* & **	* & **	* & **	2,584	1/371
163	* & **	* & **	* & **	2,584	1/371
164	* & **	* & **	* & **	2,584	1/371
165	* & **	* & **	* & **	2,584	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

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ALLOCATED INTEREST NOTES

166	* & **	* & **	* & **	2,584	1/371
167	* & **	* & **	* & **	2,584	1/371
142	* & **	* & **	* & **	4,445	1/371
143	* & **	* & **	* & **	3,058	1/371
144	* & **	* & **	* & **	3,083	1/371
145	* & **	* & **	* & **	5,611	1/371
146	* & **	* & **	* & **	2,588	1/371
147	* & **	* & **	* & **	2,588	1/371
148	* & **	* & **	* & **	2,589	1/371
149	* & **	* & **	* & **	2,589	1/371
150	* & **	* & **	* & **	2,589	1/371
151	* & **	* & **	* & **	2,589	1/371
152	* & **	* & **	* & **	2,590	1/371
153	* & **	* & **	* & **	2,590	1/371
154	* & **	* & **	* & **	2,590	1/371
288	* & **	* & **	* & **	210,329	84/371
TOTALS				1,113,438	1

WHEN RECORDED RETURN TO

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
315 NW 201st Place
Shoreline, WA 98177
206-533-0805



200704040242 9 PGS
04/04/2007 10 34am \$40.00
SNOHOMISH COUNTY, WASHINGTON

Document Title: DEVELOPMENTAL DECLARATION (Covenants)

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

1 LISS-Eagle Point, LLC

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

1 Master HOA For The Meadows in Marysville

Legal description (abbreviated)

NE ¼, SE ¼ & NW ¼, SE ¼, Section 33, Township 31 N, Range 5 E W M

Additional legal is on exhibit A of document

Reference Number(s) of Documents assigned or released 200612110690

Assessor's Property Tax Parcel/Account Numbers: 31053300400100

Additional parcel numbers are on page of the document

DEVELOPMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

MARYSVILLE, WASHINGTON

THIS DEVELOPMENTAL DECLARATION is made this 28th day of March, 2007, by the undersigned, hereinafter collectively referred to as "Declarant"

RECITALS

A. Declarant owns certain real property ("Property") located within the State of Washington, which property is more particularly described in Exhibit A attached hereto and incorporated herein by reference

B. The Property is a residential development being developed in accordance with the ordinances, regulations and permits approved by the City of Marysville ("City"), Snohomish County, Washington

C. The development will consist of approximately two hundred eighty-seven (287) single family detached dwellings units, 84 multifamily dwelling units located in various multifamily structures, and common facilities (including private driving areas, parks, detention pond, pedestrian path, etc.) to be available for the joint and mutual use of all occupants of the development. It is also contemplated that the development will function as an integrated whole. Approval of the Property was based on compliance with the ordinances and regulations of the City, and with site specific conditions imposed on this Property.

D. The Property consists of a single site currently owned by Declarant. Declarant may create a condominium on the site pursuant to the Washington Condominium Act, which condominium would be governed by a condominium declaration and condominium owners association, which could also include two or more sub-condominiums and sub-condominium associations. The condominium declarations, condominium surveys, and condominium association articles and bylaws shall collectively be referred to herein as "Condominium Documents".

E. For the benefit and protection of the Property, to enhance its value and attractiveness, and as an inducement to lenders and investors to make and purchase loans within the Property, Declarant hereby establishes and declares the following Developmental Declaration. The Developmental Declaration is also intended to assure compliance with the ordinances and regulations of the City, and with site specific conditions imposed on the Property.

NOW, THEREFORE, Declarant hereby declares that the Property described herein shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following uniform covenants, conditions, restrictions, reservations, grants of easement, rights, rights-of-way, and equitable servitudes. Any conveyance, transfer, sale, assignment, lease or sublease of an interest in the Property, shall and hereby is deemed to incorporate by reference all provisions of this Developmental Declaration. The provisions of this Developmental Declaration shall be enforceable by Declarant, any Owner, any Association, any first mortgagee of an interest in the Property, and the City.

1) INTERPRETATION

- a) **Covenant Running with Land.** It is intended that this Developmental Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.
- b) **Definitions.**
 - i) **"Common Area"** shall mean all real property (including the improvements thereto) that are for the common use and enjoyment of the Property and the Owners and occupants thereof and shall include all Common Area provided for the City's permits and approvals, or in this Developmental Declaration.
 - ii) **"Declarant"** shall mean the undersigned Declarant (being the sole Owners of the Property) and its successors and assigns if such successors or assigns should acquire an interest in the Property from the Declarant for the purpose of development and by written instrument in recordable form be specifically assigned the rights and duties of Declarant. It is understood that Declarant may assign all or any of Declarant's rights to a successor declarant as to the property conveyed to such successor and retain the Declarant's rights as to the property still owned by Declarant.
 - iii) **"Developmental Declaration"** shall mean this declaration and any amendments thereto.
 - iv) **"Mortgage"** shall mean a recorded mortgage or deed of trust that creates a lien against a fee ownership interest in the Property and shall also mean a real estate contract for the sale of a Unit.

v) **"Mortgagee"** shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract

vi) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any interest in the Property, and, except as may be otherwise expressly provided herein, shall, in the case of an interest which has been sold pursuant to a real estate contract, include any person of record holding a vendee's interest under such real estate contract, to the exclusion of the vendor thereunder. Any person or entity having such an interest merely as security for the performance of an obligation shall not be considered an owner

vii) **"Person"** shall include natural persons, partnerships, corporations, associations and personal representatives

viii) **"Property"** shall mean the real estate described in Exhibit A attached hereto

ix) **"Unit"** shall mean a physical portion of a condominium designated for separate ownership, the boundaries of which are described pursuant to the Washington Condominium Act

2) **USE AND MAINTENANCE OF COMMON AREAS.** All land within the Property and the Owners thereof shall have a joint and mutual right of access to and use of the Common Areas. The Common Areas shall exclude those portions of Common Areas (and improvements thereto) which have been or may hereafter be, dedicated to and owned by a governmental entity. The Common Areas within the Property shall for all purposes be under the joint and mutual control, management and administration of the Owners of the land within the Property (or the Association or sub-associations which may govern such land). The Owners of such land within the Property (or the Association or sub-associations which may govern any such land) have the joint and mutual responsibility and obligation to maintain, repair and administer Common Areas within the Property in a clean, attractive, sanitary and safe condition and in full compliance with applicable governmental laws, rules and regulations, and the provisions of this Developmental Declaration.

3) **OWNERS' ASSOCIATION**

a) **Establishment.** In the event the Property is established as a condominium pursuant to the Washington Condominium Act, a condominium owners association ("Association") shall be formed, to which all Condominium Unit Owners will be members, provided, so long as a Property is owned by a single Owner, such Owner may elect not to form an association and as owner directly perform all of the duties and functions that would otherwise be the responsibility of such an association, provided further, sub-associations may also be formed pursuant to the Washington Condominium Act.

b) **Form of Association.** The Association shall be a non-profit corporation formed and operated pursuant to Title 24, Revised Code of Washington. The Association shall be governed by the Articles of Incorporation and Bylaws of such Association and any recorded additional declaration of covenants, conditions and restrictions applicable to that Association.

c) **Responsibility of Association.** With respect to the Common Areas within the Property, the Association shall have the responsibility to perform all of the duties provided for in the Developmental Declaration, or in the Property, or otherwise provided by applicable law.

d) **Membership.**

i) **Qualification.** The Owner or Owners of a fee interest in the land within the Property (including Declarant) shall be a member of the Association. Such ownership shall be the sole qualification for membership in the Association.

ii) **Transfer of Membership.** The Association membership of each Owner (including Declarant) shall be appurtenant to the interest in the Property giving rise to such membership, and shall not be assigned, conveyed, pledged or alienated in any way except upon the transfer of title to said interest and then only to the transferee of title to such interest. Any attempt to make a prohibited transfer shall be void. Any transfer of title to an interest in the Property shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

iii) **Condominium Unit Owners.** If a condominium is created within the Property pursuant to the Washington Condominium Act, each condominium unit shall be deemed a separate ownership interest for purposes of this Developmental Declaration.

4) **COMPLIANCE WITH DECLARATION**

a) **Compliance of Owner.** Each Owner and each Association shall comply strictly with the provisions of this

Developmental Declaration, and all other applicable laws, rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by an Association or by the aggrieved Owner on his own or by the City against the party (including an Owner or the Association) failing to comply.

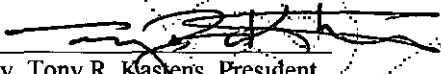
- b) **Compliance of Lessee.** Each Owner who shall rent or lease his ownership interest (or any interest therein) shall insure that the lease or rental agreement will be in writing and subject to the terms of this Developmental Declaration. Said agreement shall further provide that failure of any lessee to comply with the provisions of said documents shall be a default under the lease.
 - c) **Attorneys' Fees.** In any action to enforce the provisions of this Developmental Declaration, the prevailing party in such legal action shall be entitled to an award for reasonable attorneys' fees and all costs and expenses reasonably incurred in preparation for or prosecution of said action, in addition to taxable costs permitted by law.
 - d) **No Waiver of Strict Performance.** The failure of an Association or Owner or City, in any one or more instances to insist upon or enforce the strict performance of any of the terms, covenants, conditions or restrictions of this Developmental Declaration shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver of any provision hereof shall be deemed to have been made unless expressed in writing.
 - e) **Remedies Cumulative.** The remedies provided are cumulative, and such remedies may be pursued concurrently, as well as any other remedies which may be available under law although not expressed herein.
- 5) **DEVELOPMENTAL CONDITIONS. (Parking)** Pursuant to City of Marysville requirements, a minimum of two (2) on-site parking spaces per detached single family residential unit is required to be maintained for parking of operable passenger vehicles at all times. Storage of materials which preclude the parking of an operable passenger vehicle and/or storage of boats, motor homes, trailers, campers or other recreational vehicles within garage units is prohibited if the garage unit is necessary to meet the minimum two (2) stall parking requirement. On-street parking cannot be counted toward the required parking spaces.
- 6) **TERM OF DEVELOPMENTAL DECLARATION.** The covenants contained herein shall run with and bind the land for a term of twenty (20) years from the date this Developmental Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument executed in accordance with Section 7 below shall be recorded, abandoning or terminating this Developmental Declaration.
- 7) **DECLARATION/PLAT AMENDMENT**
- a) **Developmental Declaration Amendment.** Amendments to the Developmental Declaration shall be made by an instrument in writing entitled "Amendment to Developmental Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Developmental Declaration, any proposed amendment must be approved by a majority of Owners within the Property.
 - b) **Conform to Construction.** Declarant, upon Declarant's sole signature, and as an attorney-in-fact for all Unit Owners and Associations with an irrevocable power coupled with an interest, may at any time, until all ownership interests have been sold by Declarant, file an amendment to the Developmental Declaration and to the Property to conform data depicted therein to improvements as actually constructed and to otherwise comply with all governmental laws, rules and regulations.
 - c) **Conform to Lending Institution Guidelines.** So long as Declarant continues to own one or more Units, Declarant, on his signature alone, and as an attorney-in-fact for all Owners and Associations with an irrevocable power coupled with an interest, may file such amendments to the Developmental Declaration and Property as are necessary to meet the then requirements of Federal National Mortgage Association, Veterans Administration, Federal Home Loan Mortgage Corporation, or other agencies, institutions or lenders financing and/or title insuring the purchase of a Unit from the Declarant.
 - d) **Permit Development.** So long as Declarant continues to own a fee interest in the Property, Declarant, on its signature alone, and as an attorney-of-fact for all Owners and Associations with an irrevocable power coupled with and interest, may file such amendments to the Developmental Declaration and Property as are necessary to exercise the rights and powers provided to the Declarant hereunder.
- 8) **MISCELLANEOUS**
- a) **Delivery of Notices and Documents.** Any written notice, or other document as required by this Developmental Declaration, may be delivered personally or by mail. If by mail, such notice, unless expressly provided for

herein to the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received forty-eight (48) hours after a copy thereof has been deposited in the United States mail, postage prepaid

- b) **Successor and Assigns.** This Developmental Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Declarant and the heirs, personal representatives, grantees, lessees, sublessees and assignees of the Owners
 - c) **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof
 - d) **Effective Date.** The Developmental Declaration shall take effect upon recording
- 9) **MODIFICATIONS REQUIRE GOVERNMENTAL CONSENT.**
- a) Any modifications to this Developmental Declaration will require the prior written consent of the City
 - b) The Developmental Declaration will control over any other covenant, condition, restriction or easement that may be recorded against the Property

IN WITNESS WHEREOF, Declarant has executed this Developmental Declaration the day and year first hereinabove written

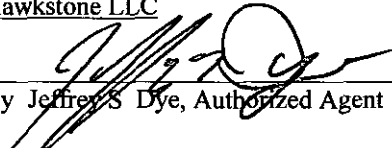
DECLARANT: L155-1 Eagle Point, LLC
By Barclays North, Inc, Sole Member


By Tony R. Klastens, President

~~**DECLARANT:** Bristol Court LLC~~

~~By _____
Its _____~~

DECLARANT: Hawkstone LLC


By Jeffrey S. Dye, Authorized Agent

the heirs, personal representatives, successors and assigns of Declarant and the heirs, personal representatives, grantees, lessees, sublessees and assignees of the Owners

- c) **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof
- d) **Effective Date.** The Developmental Declaration shall take effect upon recording
- 9) **MODIFICATIONS REQUIRE GOVERNMENTAL CONSENT.**
- a) Any modifications to this Developmental Declaration will require the prior written consent of the City
- b) The Developmental Declaration will control over any other covenant, condition, restriction or easement that may be recorded against the Property

IN WITNESS WHEREOF, Declarant has executed this Developmental Declaration the day and year first hereinabove written

DECLARANT: L155-1 Eagle Point, LLC
By Barclays North, Inc, Sole Member

By Tony R. Kastens, President

DECLARANT: Regent Homes Inc.

By mm
Its pres.

DECLARANT: _____

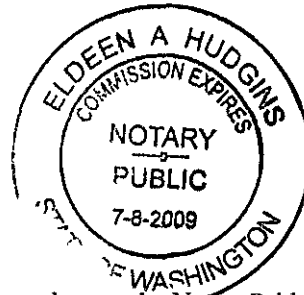
By _____
Its _____

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 20th day of March, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeffrey S Dye, to me personally known (or proven on the basis of satisfactory evidence) to be the Authorized Agent of Hawkstone LLC, a Washington Limited Liability Company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument

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

Eldeen A. Hudgins
NOTARY PUBLIC in and for the State of
Washington, residing in Everett
My commission expires 7-8-2009
Print Notary Name Eldeen A. Hudgins

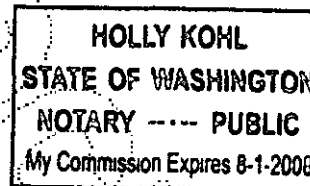


STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 23rd day of March, ²⁰⁰⁷~~2007~~, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tony Kastens, to me personally known (or proven on the basis of satisfactory evidence) to be President of Barclays North, Inc., 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

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

Holly Kohl
NOTARY PUBLIC in and for the State of
Washington, residing in Lynnwood
My commission expires 8-1-2008
Print Notary Name Holly Kohl



STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this _____ day of _____, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me personally known (or proven on the basis of satisfactory evidence) to be _____ of _____, the _____ that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

NOTARY PUBLIC in and for the State of
Washington, residing in _____
My commission expires _____
Print Notary Name _____

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 21 day of March, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Greg Hansen, to me personally known (or proven on the basis of satisfactory evidence) to be CEO of Regent Homes, Inc., the Corp that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Mara Felzenberg

NOTARY PUBLIC in and for the State of
Washington, residing in Tacoma
My commission expires 8-14-08
Print Notary Name Mara Felzenberg

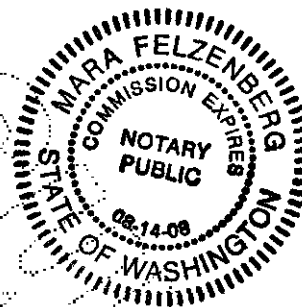


**EXHIBIT A
TO
DEVELOPMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Legal Description of Property

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 31, RANGE 5 EAST, W M, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS
BEGINNING AT THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER, THENCE NORTH 86°27'20" WEST ALONG THE NORTH LINE OF SAID NORTH HALF FOR 1658 15 FEET, THENCE SOUTH 11°00'00" EAST 228 18 FEET, THENCE SOUTH 87°41'03" EAST 81 26 FEET, THENCE SOUTH 02°18'57" WEST FOR 600 77 FEET, THENCE SOUTH 87°41'03" EAST FOR 85 00 FEET, THENCE SOUTH 02°18'57" WEST FOR 508 00 FEET TO THE SOUTH LINE OF SAID NORTH HALF, THENCE SOUTH 87°41'03" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF FOR 1124 78 FEET TO THE CENTERLINE OF RIGHT-OF-WAY EASEMENT GRANTED TO THE TRANS MOUNTAIN OIL CORPORATION AS RECORDED IN VOLUME 631 OF DEEDS, PAGE 557, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, THENCE NORTH 16°10'43" WEST ALONG SAID EASEMENT 654 06 FEET, THENCE SOUTH 86°27'00" EAST FOR 504 73 FEET TO THE EAST LINE OF SAID NORTH HALF, THENCE NORTH 03°44'21" EAST ALONG THE EAST LINE OF SAID NORTH HALF 46 00 FEET, THENCE NORTH 86°27'20" WEST FOR 207 91 FEET, THENCE NORTH 03°32'40" EAST FOR 90 00 FEET, THENCE NORTH 50°00'00" EAST FOR 90 00 FEET, THENCE SOUTH 84°47'59" EAST FOR 143 27 FEET TO THE EAST LINE OF SAID NORTH HALF, THENCE NORTH 03°44'21" EAST ALONG THE EAST LINE OF SAID NORTH HALF FOR 492 15 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PORTION LYING WITHIN EAST 51ST AVENUE NORTHEAST (ALSO KNOWN AS SHOULTES ROAD) AND ANY PORTION LYING EAST OF SAID ROAD, AND MORE FULLY DESCRIBED AS FOLLOWS,

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, W M, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION, THENCE NORTH 86°27'20" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, 30 00 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF 51ST AVENUE NORTHEAST (ALSO KNOWN AS SHOULTES ROAD) AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH 86°27'20" WEST ALONG THE NORTH LINE 1628 15 FEET, THENCE SOUTH 11°00'00" EAST 228 18 FEET, THENCE SOUTH 87°41'03" EAST 81 26 FEET, THENCE SOUTH 02°18'57" WEST FOR 600 77 FEET, THENCE SOUTH 87°41'03" EAST FOR 85 00 FEET, THENCE SOUTH 02°18'57" WEST FOR 508 00 FEET TO THE SOUTH LINE OF SAID SUBDIVISION, THENCE SOUTH 87°41'03" EAST ALONG SAID SOUTH LINE 1124 78 FEET TO THE CENTERLINE OF RIGHT-OF-WAY EASEMENT GRANTED TO THE TRANS MOUNTAIN OIL CORPORATION AS RECORDED IN VOLUME 631 OF DEEDS, PAGE 557, RECORDS OF SAID COUNTY, THENCE NORTH 16°10'43" WEST ALONG SAID EASEMENT 654 06 FEET, THENCE SOUTH 86°27'20" EAST 474 81 FEET TO SAID WEST MARGIN (FORMERLY A RECORD DISTANCE OF 504 73 FEET TO THE EAST LINE OF SAID SUBDIVISION), THENCE NORTH 03°43'55" EAST ALONG SAID MARGIN 46 00 FEET (FORMERLY A RECORD BEARING OF NORTH 03°44'21" EAST ALONG SAID EAST LINE), THENCE NORTH 86°27'20" WEST FOR 177 99 FEET (FORMERLY A RECORD DISTANCE OF 207 91 FEET FROM SAID EAST LINE), THENCE NORTH 03°32'40" EAST FOR 90 00 FEET, THENCE NORTH 50°00'00" EAST FOR 90 00 FEET, THENCE SOUTH 84°47'59" EAST 113 29 FEET TO SAID WEST MARGIN (FORMERLY A RECORD DISTANCE OF 143 27 FEET TO SAID EAST LINE), THENCE NORTH 03°43'55" EAST ALONG SAID WEST MARGIN 491 29 FEET TO THE POINT OF BEGINNING (FORMERLY A RECORD BEARING AND DISTANCE OF NORTH 03°44'21" EAST 492 15 FEET ALONG SAID EAST LINE)

EXCEPT THAT PORTION DEDICATED TO THE CITY OF MARYSVILLE UNDER DEED RECORDED UNDER SNOHOMISH COUNTY RECORDING NO 200607030761

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

N:\LAND DEVELOPMENT\PROJECTS\L155-1 EAGLE POINT 211 - PM FILE CONDO DOCS\L155-1 DEV CCR 3-23-07.DOC

Order # FZM0000000
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs



200710020202 16 PGS
10/02/2007 10:38am \$0.00
SNOHOMISH COUNTY, WASHINGTON

200709281189 15 PGS
09/28/2007 3:23pm \$54.00
SNOHOMISH COUNTY, WASHINGTON

WHEN RECORDED, RETURN TO

L155-1 EAGLE POINT LLC
10515 20th street SE, Suite 100
Everett, WA 98205

DOCUMENT TITLE(S): FIRST AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY <i>Re Record to correct REF AFN PG 2</i>	
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 200612110690	
GRANTOR(S): (DECLARANT) L155-1 EAGLE POINT LLC	
GRANTEE(S): (PROJECT NAME) THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY	
LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE) SECTION 33, TOWNSHIP 31N, RANGE 5E, W M Additional legal is on Exhibit A of the document	RECORDER'S NOTE: PORTIONS OF THIS DOCUMENT ARE POOR QUALITY FOR SCANNING.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 31053300400100 Additional legal is on Exhibit A of the document	

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

**FIRST AMENDMENT TO DECLARATION OF
THE MEADOWS IN MARYSVILLE, A MASTER CONDOMINIUM COMMUNITY**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 28th day of SEPTEMBER, 2007

RECITALS

Whereas a condominium previously has been established by the recording of that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No 200612110690, and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No 200612115143, upon the real property more particularly described in said Declaration

Whereas, it is desired to amend the Declaration in certain respects

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows

1. **WORKING CAPITAL CONTRIBUTION.** Declaration Section 12.8.2 is hereby amended to provide that the working capital contribution to be paid by the initial purchaser of a Unit shall be an amount equal to one-half an annual regular assessment

2. **DEVELOPMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.** Reference is made to the Developmental Declaration of Covenants, Conditions and Restrictions ("Developmental Declaration") recorded under Snohomish County Recording No. 200704040242. This Declaration is subject and subordinate to the Development Declaration. Any modifications to the Developmental Declaration will require the prior written consent of the City of Marysville. The Developmental Declaration will control over any other covenant, condition, restriction or easement that may be recorded against the Property.

3. **SUBDIVISION OF UNIT 288.** Pursuant to Declaration Section 23.2.2, Declarant hereby subdivides Unit 288 into Units 288A through Unit 288H as more particularly depicted on the Amended Survey Map and Plans recorded herewith. The Unit Description and Unit Square Footage, and the Allocated Interests of these subdivided Units shall be as set forth in the First Amended Exhibit B attached hereto.

4. **REFERENCE TO SURVEY MAP AND PLANS.** The Amendment to Survey Map and Plans of the Condominium referred to herein was filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No 200612110690 in Volume — of Condominiums, pages — through — 200704285149

5. **EFFECTIVE DATE.** This Amendment shall take effect upon recording.

6. **OTHER PROVISIONS.** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: L155-1 Eagle Point, LLC

By *S. Baggum*
Its AUTHORIZED AGENT

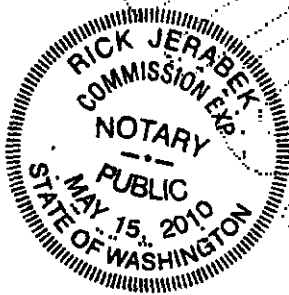
STATE OF WASHINGTON

COUNTY OF Snohomish

§
§
§

On this 28th day of September, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim R. Buchanan, to me personally known or proven on the basis of satisfactory evidence) to be the Authorized Agent of L155-1 EAGLE POINT LLC, a limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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



[Signature]
NOTARY PUBLIC in and for the State of

Washington, residing in SEATTLE

My commission expires 5/15/10

Print Notary Name RICK JERABEK

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

*** NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future

UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2.** Square footage of Unit will be based on a survey This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

***** NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE [X] construction plan estimate [] surveyor's "as-built"	*** ALLOCATED INTEREST Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT	
	See NOTES 1 & 2			See Note 2	
1	* & **	* & **	* & **	3,060	1/371
2	* & **	* & **	* & **	3,060	1/371
3	* & **	* & **	* & **	2,986	1/371
4	* & **	* & **	* & **	2,919	1/371
5	* & **	* & **	* & **	2,989	1/371
6	* & **	* & **	* & **	3,110	1/371
7	* & **	* & **	* & **	3,103	1/371
8	* & **	* & **	* & **	4,589	1/371
9	* & **	* & **	* & **	3,857	1/371
10	* & **	* & **	* & **	3,600	1/371
11	* & **	* & **	* & **	3,657	1/371
12	* & **	* & **	* & **	4,233	1/371
13	* & **	* & **	* & **	5,219	1/371
14	* & **	* & **	* & **	2,967	1/371
15	* & **	* & **	* & **	2,881	1/371
16	* & **	* & **	* & **	2,894	1/371
17	* & **	* & **	* & **	2,896	1/371
18	* & **	* & **	* & **	2,907	1/371
19	* & **	* & **	* & **	2,923	1/371
20	* & **	* & **	* & **	2,924	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

*** NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future

UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2:** Square footage of Unit will be based on a survey This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

***** NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit

21	* & **	* & **	* & **	2,924	1/371
22	* & **	* & **	* & **	2,924	1/371
23	* & **	* & **	* & **	2,924	1/371
24	* & **	* & **	* & **	2,924	1/371
25	* & **	* & **	* & **	2,924	1/371
26	* & **	* & **	* & **	2,924	1/371
27	* & **	* & **	* & **	2,924	1/371
28	* & **	* & **	* & **	3,660	1/371
29	* & **	* & **	* & **	5,426	1/371
30	* & **	* & **	* & **	4,440	1/371
31	* & **	* & **	* & **	3,774	1/371
32	* & **	* & **	* & **	3,774	1/371
33	* & **	* & **	* & **	3,774	1/371
34	* & **	* & **	* & **	3,774	1/371
35	* & **	* & **	* & **	3,774	1/371
36	* & **	* & **	* & **	3,774	1/371
37	* & **	* & **	* & **	3,774	1/371
38	* & **	* & **	* & **	5,943	1/371
39	* & **	* & **	* & **	3,032	1/371
40	* & **	* & **	* & **	3,225	1/371
41	* & **	* & **	* & **	3,225	1/371
42	* & **	* & **	* & **	3,892	1/371
43	* & **	* & **	* & **	2,907	1/371
44	* & **	* & **	* & **	2,907	1/371
45	* & **	* & **	* & **	2,907	1/371
46	* & **	* & **	* & **	2,907	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

*** NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future

UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2.** Square footage of Unit will be based on a survey This is not the area of a dwelling structure within a Unit

ALLOCATED INTEREST NOTES

***** NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit

47	* & **	* & **	* & **	2,907	1/371
48	* & **	* & **	* & **	2,828	1/371
49	* & **	* & **	* & **	2,828	1/371
50	* & **	* & **	* & **	2,907	1/371
51	* & **	* & **	* & **	2,907	1/371
52	* & **	* & **	* & **	2,907	1/371
53	* & **	* & **	* & **	2,907	1/371
54	* & **	* & **	* & **	2,907	1/371
55	* & **	* & **	* & **	3,975	1/371
56	* & **	* & **	* & **	3,131	1/371
57	* & **	* & **	* & **	3,131	1/371
58	* & **	* & **	* & **	3,063	1/371
59	* & **	* & **	* & **	2,869	1/371
60	* & **	* & **	* & **	2,869	1/371
61	* & **	* & **	* & **	2,869	1/371
62	* & **	* & **	* & **	2,869	1/371
63	* & **	* & **	* & **	2,869	1/371
64	* & **	* & **	* & **	2,801	1/371
65	* & **	* & **	* & **	2,847	1/371
66	* & **	* & **	* & **	2,869	1/371
67	* & **	* & **	* & **	2,869	1/371
68	* & **	* & **	* & **	2,869	1/371
69	* & **	* & **	* & **	2,869	1/371
70	* & **	* & **	* & **	2,869	1/371
71	* & **	* & **	* & **	3,116	1/371
72	* & **	* & **	* & **	2,584	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

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UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2:** Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit.

ALLOCATED INTEREST NOTES

***** NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit.

73	* & **	* & **	* & **	2,584	1/371
74	* & **	* & **	* & **	2,584	1/371
75	* & **	* & **	* & **	2,830	1/371
76	* & **	* & **	* & **	2,830	1/371
77	* & **	* & **	* & **	2,584	1/371
78	* & **	* & **	* & **	2,584	1/371
79	* & **	* & **	* & **	2,584	1/371
80	* & **	* & **	* & **	3,116	1/371
81	* & **	* & **	* & **	3,225	1/371
82	* & **	* & **	* & **	3,225	1/371
83	* & **	* & **	* & **	3,225	1/371
84	* & **	* & **	* & **	3,225	1/371
85	* & **	* & **	* & **	3,772	1/371
86	* & **	* & **	* & **	3,393	1/371
87	* & **	* & **	* & **	3,105	1/371
88	* & **	* & **	* & **	2,956	1/371
89	* & **	* & **	* & **	2,924	1/371
90	* & **	* & **	* & **	2,924	1/371
91	* & **	* & **	* & **	2,924	1/371
92	* & **	* & **	* & **	2,924	1/371
93	* & **	* & **	* & **	2,924	1/371
94	* & **	* & **	* & **	3,870	1/371
95	* & **	* & **	* & **	3,332	1/371
96	* & **	* & **	* & **	3,332	1/371
97	* & **	* & **	* & **	3,332	1/371
98	* & **	* & **	* & **	3,332	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

*** NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans; (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures; (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed; (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below; (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.

UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2:** Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit.

ALLOCATED INTEREST NOTES

***** NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit.

99	* & **	* & **	* & **	3,332	1/371
100	* & **	* & **	* & **	3,332	1/371
101	* & **	* & **	* & **	3,332	1/371
102	* & **	* & **	* & **	3,000	1/371
103	* & **	* & **	* & **	2,550	1/371
104	* & **	* & **	* & **	2,550	1/371
105	* & **	* & **	* & **	2,550	1/371
106	* & **	* & **	* & **	2,550	1/371
107	* & **	* & **	* & **	2,550	1/371
108	* & **	* & **	* & **	2,968	1/371
115	* & **	* & **	* & **	2,924	1/371
114	* & **	* & **	* & **	2,550	1/371
113	* & **	* & **	* & **	2,550	1/371
112	* & **	* & **	* & **	2,550	1/371
111	* & **	* & **	* & **	2,550	1/371
110	* & **	* & **	* & **	2,550	1/371
109	* & **	* & **	* & **	2,876	1/371
196	* & **	* & **	* & **	3,247	1/371
197	* & **	* & **	* & **	2,924	1/371
198	* & **	* & **	* & **	2,924	1/371
199	* & **	* & **	* & **	2,924	1/371
200	* & **	* & **	* & **	2,924	1/371
201	* & **	* & **	* & **	2,924	1/371
202	* & **	* & **	* & **	2,924	1/371
203	* & **	* & **	* & **	2,924	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

* **NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.

UNIT SQUARE FOOTAGE AREA NOTES

** **NOTE 2:** Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit.

ALLOCATED INTEREST NOTES

*** **NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit.

204	* & **	* & **	* & **	2,924	1/371
205	* & **	* & **	* & **	2,924	1/371
206	* & **	* & **	* & **	2,924	1/371
207	* & **	* & **	* & **	2,924	1/371
208	* & **	* & **	* & **	2,924	1/371
116	* & **	* & **	* & **	5,254	1/371
117	* & **	* & **	* & **	2,907	1/371
118	* & **	* & **	* & **	2,932	1/371
119	* & **	* & **	* & **	4,329	1/371
120	* & **	* & **	* & **	2,584	1/371
121	* & **	* & **	* & **	2,584	1/371
122	* & **	* & **	* & **	2,584	1/371
123	* & **	* & **	* & **	2,584	1/371
124	* & **	* & **	* & **	2,584	1/371
125	* & **	* & **	* & **	2,584	1/371
126	* & **	* & **	* & **	2,584	1/371
127	* & **	* & **	* & **	2,584	1/371
128	* & **	* & **	* & **	2,584	1/371
129	* & **	* & **	* & **	4,227	1/371
130	* & **	* & **	* & **	2,890	1/371
131	* & **	* & **	* & **	2,890	1/371
132	* & **	* & **	* & **	5,267	1/371
133	* & **	* & **	* & **	2,584	1/371
134	* & **	* & **	* & **	2,584	1/371
135	* & **	* & **	* & **	2,584	1/371
136	* & **	* & **	* & **	2,584	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

*** NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans; (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures; (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed; (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below; (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.

UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2:** Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit.

ALLOCATED INTEREST NOTES

***** NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit.

137	* & **	* & **	* & **	2,584	1/371
138	* & **	* & **	* & **	2,584	1/371
139	* & **	* & **	* & **	2,584	1/371
140	* & **	* & **	* & **	2,584	1/371
141	* & **	* & **	* & **	2,584	1/371
185	* & **	* & **	* & **	4,298	1/371
184	* & **	* & **	* & **	2,898	1/371
183	* & **	* & **	* & **	2,899	1/371
182	* & **	* & **	* & **	4,299	1/371
181	* & **	* & **	* & **	2,924	1/371
180	* & **	* & **	* & **	2,924	1/371
179	* & **	* & **	* & **	2,924	1/371
178	* & **	* & **	* & **	2,924	1/371
177	* & **	* & **	* & **	2,924	1/371
176	* & **	* & **	* & **	2,924	1/371
175	* & **	* & **	* & **	2,924	1/371
174	* & **	* & **	* & **	2,924	1/371
173	* & **	* & **	* & **	2,924	1/371
172	* & **	* & **	* & **	2,924	1/371
168	* & **	* & **	* & **	3,717	1/371
169	* & **	* & **	* & **	2,518	1/371
170	* & **	* & **	* & **	2,518	1/371
171	* & **	* & **	* & **	3,632	1/371
195	* & **	* & **	* & **	2,924	1/371
194	* & **	* & **	* & **	2,924	1/371
193	* & **	* & **	* & **	2,924	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

* **NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.

UNIT SQUARE FOOTAGE AREA NOTES

**** NOTE 2:** Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit.

ALLOCATED INTEREST NOTES

***** NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit.

192	* & **	* & **	* & **	2,924	1/371
191	* & **	* & **	* & **	2,924	1/371
190	* & **	* & **	* & **	2,924	1/371
189	* & **	* & **	* & **	2,924	1/371
188	* & **	* & **	* & **	2,924	1/371
187	* & **	* & **	* & **	2,924	1/371
186	* & **	* & **	* & **	2,924	1/371
282	* & **	* & **	* & **	2,916	1/371
283	* & **	* & **	* & **	2,916	1/371
284	* & **	* & **	* & **	2,916	1/371
285	* & **	* & **	* & **	2,915	1/371
286	* & **	* & **	* & **	2,915	1/371
287	* & **	* & **	* & **	2,915	1/371
209	* & **	* & **	* & **	2,924	1/371
210	* & **	* & **	* & **	2,924	1/371
211	* & **	* & **	* & **	2,924	1/371
212	* & **	* & **	* & **	2,924	1/371
213	* & **	* & **	* & **	3,681	1/371
214	* & **	* & **	* & **	3,517	1/371
215	* & **	* & **	* & **	2,924	1/371
216	* & **	* & **	* & **	2,924	1/371
217	* & **	* & **	* & **	2,924	1/371
218	* & **	* & **	* & **	2,924	1/371
219	* & **	* & **	* & **	2,924	1/371
220	* & **	* & **	* & **	2,924	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

* **NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.

UNIT SQUARE FOOTAGE AREA NOTES

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ALLOCATED INTEREST NOTES

*** **NOTE 3:** The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per each dwelling unit located within a Unit.

221	* & **	* & **	* & **	2,924	1/371
222	* & **	* & **	* & **	2,924	1/371
223	* & **	* & **	* & **	2,924	1/371
224	* & **	* & **	* & **	2,924	1/371
225	* & **	* & **	* & **	2,924	1/371
226	* & **	* & **	* & **	2,924	1/371
227	* & **	* & **	* & **	2,924	1/371
228	* & **	* & **	* & **	2,924	1/371
229	* & **	* & **	* & **	2,924	1/371
230	* & **	* & **	* & **	2,924	1/371
231	* & **	* & **	* & **	3,247	1/371
232	* & **	* & **	* & **	4,237	1/371
233	* & **	* & **	* & **	3,798	1/371
234	* & **	* & **	* & **	3,774	1/371
235	* & **	* & **	* & **	3,774	1/371
236	* & **	* & **	* & **	3,774	1/371
237	* & **	* & **	* & **	3,774	1/371
238	* & **	* & **	* & **	3,774	1/371
239	* & **	* & **	* & **	3,774	1/371
240	* & **	* & **	* & **	3,774	1/371
241	* & **	* & **	* & **	3,774	1/371
242	* & **	* & **	* & **	3,774	1/371
243	* & **	* & **	* & **	3,774	1/371
244	* & **	* & **	* & **	3,774	1/371
245	* & **	* & **	* & **	3,774	1/371
246	* & **	* & **	* & **	3,774	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

*** NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.

UNIT SQUARE FOOTAGE AREA NOTES

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ALLOCATED INTEREST NOTES

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247	* & **	* & **	* & **	3,774	1/371
248	* & **	* & **	* & **	3,774	1/371
249	* & **	* & **	* & **	3,774	1/371
250	* & **	* & **	* & **	4,071	1/371
251	* & **	* & **	* & **	3,442	1/371
252	* & **	* & **	* & **	3,689	1/371
253	* & **	* & **	* & **	8,731	1/371
254	* & **	* & **	* & **	7,498	1/371
255	* & **	* & **	* & **	3,440	1/371
256	* & **	* & **	* & **	3,440	1/371
257	* & **	* & **	* & **	3,440	1/371
258	* & **	* & **	* & **	2,923	1/371
259	* & **	* & **	* & **	2,923	1/371
260	* & **	* & **	* & **	2,923	1/371
261	* & **	* & **	* & **	2,922	1/371
262	* & **	* & **	* & **	2,922	1/371
263	* & **	* & **	* & **	2,922	1/371
264	* & **	* & **	* & **	2,922	1/371
265	* & **	* & **	* & **	2,921	1/371
266	* & **	* & **	* & **	2,921	1/371
267	* & **	* & **	* & **	2,921	1/371
268	* & **	* & **	* & **	2,920	1/371
269	* & **	* & **	* & **	2,920	1/371
270	* & **	* & **	* & **	2,920	1/371
271	* & **	* & **	* & **	2,920	1/371
272	* & **	* & **	* & **	2,919	1/371
273	* & **	* & **	* & **	2,919	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

* **NOTE 1:** (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. **CONSEQUENTLY:** (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.

UNIT SQUARE FOOTAGE AREA NOTES

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ALLOCATED INTEREST NOTES

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274	* & **	* & **	* & **	2,919	1/371
275	* & **	* & **	* & **	2,918	1/371
276	* & **	* & **	* & **	2,918	1/371
277	* & **	* & **	* & **	2,918	1/371
278	* & **	* & **	* & **	2,918	1/371
279	* & **	* & **	* & **	2,917	1/371
280	* & **	* & **	* & **	2,917	1/371
281	* & **	* & **	* & **	2,917	1/371
155	* & **	* & **	* & **	5,347	1/371
156	* & **	* & **	* & **	2,890	1/371
157	* & **	* & **	* & **	2,890	1/371
158	* & **	* & **	* & **	4,286	1/371
159	* & **	* & **	* & **	2,584	1/371
160	* & **	* & **	* & **	2,584	1/371
161	* & **	* & **	* & **	2,584	1/371
162	* & **	* & **	* & **	2,584	1/371
163	* & **	* & **	* & **	2,584	1/371
164	* & **	* & **	* & **	2,584	1/371
165	* & **	* & **	* & **	2,584	1/371
166	* & **	* & **	* & **	2,584	1/371
167	* & **	* & **	* & **	2,584	1/371
142	* & **	* & **	* & **	4,445	1/371
143	* & **	* & **	* & **	3,058	1/371
144	* & **	* & **	* & **	3,083	1/371
145	* & **	* & **	* & **	5,611	1/371
146	* & **	* & **	* & **	2,588	1/371
147	* & **	* & **	* & **	2,588	1/371

**THE MEADOWS, A MASTER CONDOMINIUM COMMUNITY
FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA**

UNIT DATA

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ALLOCATED INTEREST NOTES

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148	* & **	* & **	* & **	2,589	1/371
149	* & **	* & **	* & **	2,589	1/371
150	* & **	* & **	* & **	2,589	1/371
151	* & **	* & **	* & **	2,589	1/371
152	* & **	* & **	* & **	2,590	1/371
153	* & **	* & **	* & **	2,590	1/371
154	* & **	* & **	* & **	2,590	1/371
288A	* & **	* & **	* & **		6/371
288B	* & **	* & **	* & **		6/371
288C	* & **	* & **	* & **		6/371
288D	* & **	* & **	* & **		6/371
288E	* & **	* & **	* & **		6/371
288F	* & **	* & **	* & **		6/371
288G	* & **	* & **	* & **		6/371
288H	* & **	* & **	* & **		6/371
288I	* & **	* & **	* & **		6/371
288J	* & **	* & **	* & **		6/371
288K	* & **	* & **	* & **		6/371
288L	* & **	* & **	* & **		6/371
288M	* & **	* & **	* & **		6/371
288N	* & **	* & **	* & **		6/371
Total area of 288A THROUGH H				210,329	
TOTALS				1,113,438	1



STATE OF WASHINGTON } ss
COUNTY OF SNOHOMISH }

I, Carolyn Diepenbrock, Snohomish County Auditor,
do hereby certify that the foregoing instrument is a
true and correct copy of the document now on file
or recorded in my office

In witness whereof, I hereunto set my hand this

02nd day of OCTOBER 20 07

CAROLYN DIEPENBROCK, County Auditor

[Signature] Deputy

Order: GEX6NYY

Address: 07/15/2026

Order Date: 07/15/2026

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Design Document
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Design Document
Meadows at Marysville Master Association

Order: GFZX6NYYY
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Engineers Report/Inspection Report

Fox Run Condominium Association

Order: GFZX6NYYY
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**Engineer's Report/Inspection Report
Meadows at Marysville Master Association**

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Insurance Dec Page
Fox Run Condominium Association

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/24/2025

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PRODUCER Steve Weidenbach Agency 315 N Sprague St Ellensburg, WA 98926 (065/357)	CONTACT NAME: Steve Weidenbach	
	PHONE (A/C, No, Ext): 509.933.2200	FAX (A/C, No): 844.662.1927
Fox Run: A Single Family Condominium Owners Association C/O Condominium Management PO Box 4579 Dept. 155 Houston, TX 77210-4579	E-MAIL ADDRESS: teamweidenbach@amfam.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		
NAIC #		
18058		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Location: 4769 148th St. NE
Marysville, WA 98271

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☐ PROPERTY	PHPK2726174-000	10/22/2025	10/22/2026	☐ BUILDING	\$
	☐ CAUSES OF LOSS				☐ PERSONAL PROPERTY	\$
	☐ BASIC				☐ BUSINESS INCOME	\$
	☐ BROAD				☐ EXTRA EXPENSE	\$
	☐ SPECIAL				☐ RENTAL VALUE	\$
	☐ EARTHQUAKE				☐ BLANKET BUILDING	\$
	☐ WIND				☐ BLANKET PERS PROP	\$
	☐ FLOOD				☐ BLANKET BLDG & PP	\$
	☒ Liability				☒ Per Occurrence	\$ 2,000,000
	☒ Liability				☒ Aggregate	\$ 4,000,000
	☐ INLAND MARINE	TYPE OF POLICY				\$
	☐ CAUSES OF LOSS	POLICY NUMBER				\$
	☐ NAMED PERILS					\$
	☐					\$
A	☒ CRIME	PHPK2726174-000	10/22/2025	10/22/2026	☒ Employee Theft	\$ 300,000
	☐ TYPE OF POLICY				☒ Forgery	\$ 300,000
	☐ Fidelity				☒ Deductible	\$ 1,000
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN	PHPK2726174-000	10/22/2025	10/22/2026	☐	\$
	☐				☐	\$
A	Directors & Officers	PHPK2726174-000	10/22/2025	10/22/2026	☒ Coverage	\$ 1,000,000
					☐ Coverage	\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
[See Supplement to certificate of insurance on following page.](#)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steven Weidenbach

Supplement to Certificate of Insurance

DATE

10/24/2025

NAME OF INSURED:

Fox Run, a single family condominium owners association

Additional Description of Operations/Remarks from Page 1:

Businessowners Policy: Philadelphia Indemnity Insurance Company

General Liability Per Occurrence: \$2,000,000
General Liability Aggregate: \$4,000,000

Umbrella: None

30 day notice of cancellation & inflation protection included.

Crime Coverage Includes:
Employee Dishonesty: \$300,000
Forgery/ Alteration: \$300,000

Association have 251 units.

Managing Agent: Condominium Management as additional insured.

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Insurance Dec Page
Meadows at Marysville Master Association

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/21/2025

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PRODUCER Steve Weidenbach Agency 315 N Sprague St Ellensburg, WA 98926 (065/357)	CONTACT NAME: Steve Weidenbach PHONE (A/C, No, Ext): 509.933.2200 E-MAIL ADDRESS: teamweidenbach@amfam.com PRODUCER CUSTOMER ID:	FAX (A/C, No): 844.662.1927
The Meadows in Marysville Master Owners Association 12729 Northup Way Suite 20 Bellevue, WA 98005	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Location: 4712 145th St SE
Marysville, WA 98271

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☒ PROPERTY	PHPK2725704-000	10/15/2025	10/15/2026	BUILDING	\$
	CAUSES OF LOSS				PERSONAL PROPERTY	\$
	BASIC				BUSINESS INCOME	\$
	BROAD				EXTRA EXPENSE	\$
	☒ SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				☒ BLANKET BUILDING	\$ 410,500
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
	☒ Liability	PHPK2725704-000	10/15/2025	10/15/2026	☒ Per Occurrence	\$ 2,000,000
	☒ Liability	PHPK2725704-000	10/15/2025	10/15/2026	☒ Aggregate	\$ 4,000,000
	☐ INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER				\$
						\$
A	☒ CRIME	PHPK2725704-000	10/15/2025	10/15/2026	☒ Employee Theft	\$ 300,000
	TYPE OF POLICY				☒ Forgery	\$ 300,000
	Fidelity				☒ Deductible	\$ 1,000
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
A	Directors & Officers	PHPK2725704-000	10/15/2025	10/15/2026	☒ Coverage	\$ 1,000,000
					Coverage	\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Supplement to certificate of insurance on following page.

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steven Weidenbach

Order: GF240114234245
Address: 4511 145th St SE
Order Date: 07-15-2026

Supplement to Certificate of Insurance

DATE

10/21/2025

NAME OF INSURED:

The Meadows in Marysville Master Owners Association

Additional Description of Operations/Remarks from Page 1:

Businessowners Policy: Philadelphia Indemnity Insurance Company

General Liability Per Occurrence: \$2,000,000
General Liability Aggregate: \$4,000,000

Umbrella: None

30 day notice of cancellation & inflation protection included.

Crime Coverage Includes:
Employee Dishonesty: \$300,000
Forgery/ Alteration: \$300,000
Computer Fraud: \$300,000

Association have 372 units.

Managing Agent: Condominium Management as additional insured.

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Litigation
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Litigation
Meadows at Marysville Master Association

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Address: 4541 148th St NE
Order Date: 07-15-2026
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Approved Resolutions
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Approved Resolutions
Meadows at Marysville Master Association

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**Prior Year Annual Meeting Minutes
Fox Run Condominium Association**

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Address: 4541 148th St NE
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Fox Run/ Meadows Budget Ratification Meeting

November 20, 2024 Using Zoom

Meeting called to order at 11:05 am

Wendy Knowles , President, and Amber Devolder Secretary and Karen Williams, Property Manager in attendance

Asked for questions about the budget from those attending – clarification was made about what the master association (The Meadows at Marysville) is responsible for in relation to issues at Fox Run

- Irrigation (master association) needs some repairs and work on timing of when the irrigation is on
- Talked about trash at the mail kiosk – will suggest to the master association that there is an additional recycle bin for mail “trash”

Call for ratification for Fox Run proposed 2025 budget – budget was ratified

Call for ratification for Meadows proposed 2025 budget – budget was ratified

Meeting adjourned at 11:35 am.

**Prior Year Annual Meeting Minutes
Meadows at Marysville Master Association**

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Call for ratification for Fox Run proposed 2025 budget – budget was ratified

Call for ratification for Meadows proposed 2025 budget – budget was ratified

Meeting adjourned at 11:35 am.

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

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Reserve Study
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Serving the Pacific Northwest
10900 NE 4th St, Suite 2300
Bellevue, WA 98004

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The Meadows in Marysville *Marysville, WA*



Report #: 25863-11
Beginning: January 1, 2025
Expires: December 31, 2025

RESERVE STUDY Update "No-Site-Visit"

October 28, 2024

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Welcome to your Reserve Study!

A Reserve Study is a valuable tool to help you budget responsibly for your property. This report contains all the information you need to avoid surprise expenses, make informed decisions, save money, and protect property values.

Regardless of the property type, it's a fact of life that the very moment construction is completed, every major building component begins a predictable process of physical deterioration. The operative word is "predictable" because planning for the inevitable is what a Reserve Study by **Association Reserves** is all about!

In this Report, you will find three key results:

- **Component List**

Unique to each property, the Component List serves as the foundation of the Reserve Study and details the scope and schedule of all necessary repairs & replacements.

- **Reserve Fund Strength**

A calculation that measures how well the Reserve Fund has kept pace with the property's physical deterioration.

- **Reserve Funding Plan**

A multi-year funding plan based on current Reserve Fund strength that allows for component repairs and replacements to be completed in a timely manner, with an emphasis on fairness and avoiding "catch-up" funding.

Questions?

Please contact your Project Manager directly.



www.reservestudy.com

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**The Meadows in Marysville -**

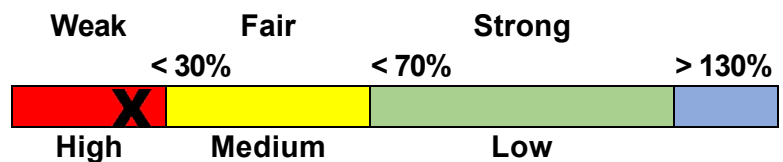
Marysville, WA

Level of Service: **Update "No-Site-Visit"**Report #: **25863-11**

of Units: 371

January 1, 2025 through December 31, 2025**Findings & Recommendations****as of January 1, 2025**

Starting Reserve Balance	\$194,111
Current Fully Funded Reserve Balance	\$847,464
Percent Funded	22.9 %
Average Reserve (Deficit) or Surplus Per Unit	(\$1,761)
Recommended 2025 100% Monthly "Full Funding" Reserve Transfers	\$7,920
2025 "Baseline Funding" minimum to keep Reserves above \$0	\$7,520
Most Recent Budgeted Reserve Transfer Rate	\$4,630

Reserve Fund Strength: 22.9%**Risk of Special Assessment:****Economic Assumptions:**Net Annual "After Tax" Interest Earnings Accruing to Reserves **1.00 %**Annual Inflation Rate **3.00 %**

- This is a Update "No-Site-Visit", meeting all requirements of the Revised Code of Washington (RCW). This study was prepared by, or under the supervision of a credentialed Reserve Specialist (RS™).
- Your Reserve Fund is currently 22.9 % Funded. This means the association's special assessment & deferred maintenance risk is currently High. The objective of your multi-year Funding Plan is to fund your Reserves to a level where you will enjoy a low risk of such Reserve cash flow problems. The current annual deterioration of your reserve components is \$63,081 - see Component Significance table.
- Based on this starting point and your anticipated future expenses, our recommendation is to budget Reserve Transfers to within the 70% to 100% range as noted above. The 100% "Full" and 70% transfer rates are designed to gradually achieve these funding objectives by the end of our 30-year report scope.
- No assets appropriate for Reserve designation known to be excluded. See appendix for component information and the basis of our assumptions. "Baseline Funding" in this report is as defined within the RCW, "to maintain the reserve account balance above zero throughout the thirty-year study period, without special assessments." Funding plan transfer rates, and reserves deficit or (surplus) are presented as an aggregate total, assuming average percentage of ownership. The actual ownership allocation may vary - refer to your governing documents, and assessment computational tools to adjust for any variation.

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# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Inventory Appendix			
120 Asphalt – Resurface	30	11	\$722,600
121 Asphalt - Repair/Seal/Stripe	5	3	\$53,450
144 Perimeter Fences – Replace	40	20	\$29,200
145 Vinyl Fences - Replace	30	11	\$22,000
155 Pond Fencing - Replace	40	21	\$64,750
158 Pole Lights/Globes - Part Replace	5	1	\$9,850
160 Pole Light Assemblies - Replace	45	26	\$252,000
162 Pole Lights - Refinish	15	1	\$31,550
170 Landscape - Refurbish	8	0	\$15,850
175 Irrigation System - Replace	5	2	\$2,250
184 Stormwater Ponds - Refurbish	10	8	\$32,050
185 Stormwater Pond - Refurbish	10	1	\$20,800
190 Street Trees - Trim/Remove	5	3	\$3,050
200 Community Monuments - Replace	20	1	\$16,000
205 Mailboxes - Replace	25	6	\$53,100
210 Mailbox Structure - Refurbish	25	6	\$6,800
330 Basketball Equipment - Replace	30	11	\$2,050
340 Play Equipment - Replace	20	1	\$56,200
350 Soccer Goals - Replace	30	11	\$5,650
360 Park Benches - Part Replace	5	2	\$4,800

20 Total Funded Components

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

Introduction



A Reserve Study is the art and science of anticipating, and preparing for, an association's major common area repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Reserve Study is your Reserve Component List (what you are reserving for). This is because the Reserve Component List defines the *scope and schedule* of all your anticipated upcoming Reserve projects. Based on that List and your starting balance, we calculate the association's Reserve Fund Strength (reported in terms of "Percent Funded"). Then we compute a Reserve Funding Plan to provide for the Reserve needs of the association. These form the three results of your Reserve Study.



Reserve funding is not "for the future". Ongoing Reserve transfers are intended to offset the ongoing, daily deterioration of your Reserve assets. Done well, a stable, budgeted Reserve Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the association is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

Methodology



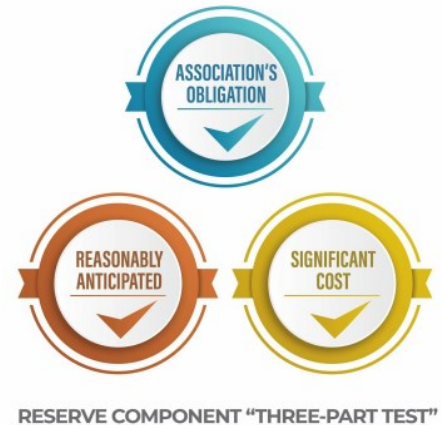
For this [Update No-Site-Visit Reserve Study](#), we started with a review of your prior Reserve Study, then looked into recent Reserve expenditures, evaluated how expenditures are handled (ongoing maintenance vs Reserves), and researched any well-established association

precedents. We updated and adjusted your Reserve Component List on the basis of time elapsed since the last Reserve Study and interviews with association representatives.

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Which Physical Assets are Funded by Reserves?

There is a national-standard three-part test to determine which projects should appear in a Reserve Component List. First, it must be a common area maintenance obligation. Second, both the need and schedule of a component's project can be reasonably anticipated. Third, the project's total cost is material to the client, can be reasonably anticipated, and includes all direct and related costs. A project cost is commonly considered *material* if it is more than 0.5% to 1% of the total annual budget. This limits Reserve components to major, predictable expenses. Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to natural disasters and/or insurable events), and expenses more appropriately handled from the Operational budget.



How do we establish Useful Life and Remaining Useful Life estimates?

- 1) Visual Inspection (observed wear and age)
- 2) Association Reserves database of experience
- 3) Client History (install dates & previous life cycle information)
- 4) Vendor Evaluation and Recommendation

How do we establish Current Repair/Replacement Cost Estimates?

In this order...

- 1) Actual client cost history, or current proposals
- 2) Comparison to Association Reserves database of work done at similar associations
- 3) Vendor Recommendations
- 4) Reliable National Industry cost estimating guidebooks

How much Reserves are enough?

Reserve adequacy is not measured in cash terms. Reserve adequacy is found when the *amount* of current Reserve cash is compared to Reserve component deterioration (the *needs of the association*). Having *enough* means the association can execute its projects in a timely manner with existing Reserve funds. Not having *enough* typically creates deferred maintenance or special assessments.

Adequacy is measured in a two-step process:

- 1) Calculate the *value of deterioration* at the association (called Fully Funded Balance, or FFB).
- 2) Compare that to the Reserve Fund Balance, and express as a percentage.



Each year, the *value of deterioration* at the association changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special assessments and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all associations are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special assessment).

Measuring your Reserves by Percent Funded tells how well prepared your association is for upcoming Reserve expenses. New buyers should be very aware of this important disclosure!

How much should we transfer to Reserves?



According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with sufficient cash to perform your Reserve projects on time. Second, a stable rate of ongoing Reserve transfers is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve transfers that are evenly distributed over current and future owners enable each owner to pay their fair share of the association's Reserve expenses over the years. And finally, we develop a plan that is fiscally responsible and safe for Board members to recommend to their association. Remember, it is the Board's job to provide for the ongoing care of the common areas. Board members invite liability exposure when Reserve transfers are inadequate to offset ongoing common area deterioration.

What is our Recommended Funding Goal?

Maintaining the Reserve Fund at a level equal to the *value* of deterioration is called "Full Funding" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **This is simple, responsible, and our recommendation.** Evidence shows that associations in the 70 - 130% range *enjoy a low risk of special assessments or deferred maintenance.*



Allowing the Reserves to fall close to zero, but not below zero, is called Baseline Funding. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special assessments & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, recommended Reserve transfers for Baseline Funding average only 10% to 15% less than Full Funding recommendations. Threshold Funding is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.

Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away. The figure below summarizes the projected future expenses at your association as defined by your Reserve Component List. A summary of these expenses are shown in the 30-yr Summary Table, while details of the projects that make up these expenses are shown in the Cash Flow Detail Table.

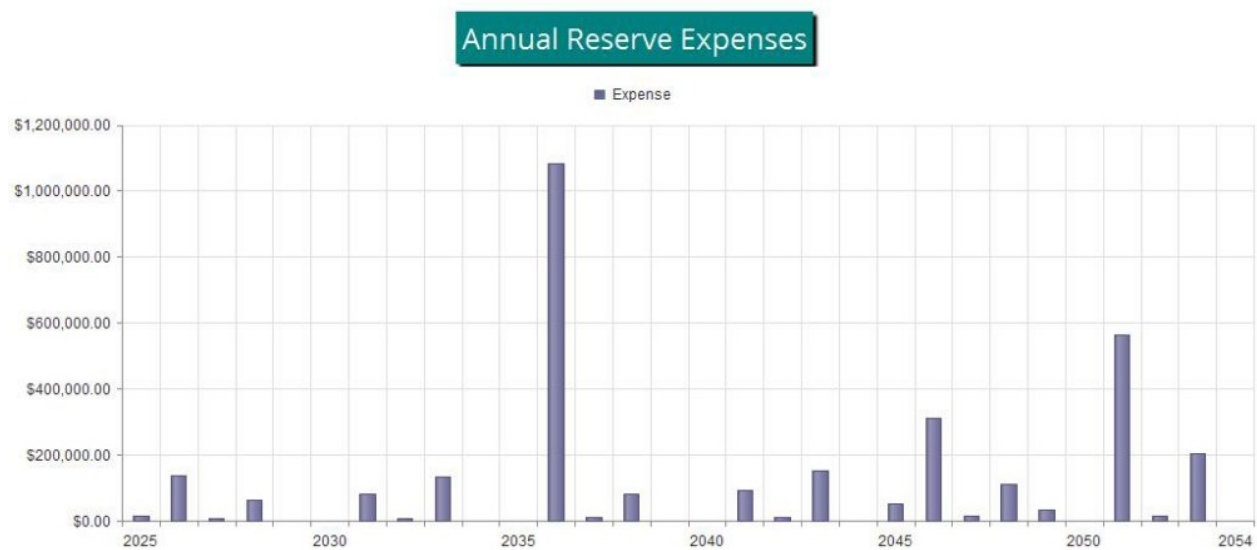


Figure 1

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$194,111 as-of the start of your Fiscal Year on 1/1/2025. As of that date, your Fully Funded Balance is computed to be \$847,464 (see Fully Funded Balance Table). This figure represents the deteriorated value of your common area components.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending budgeted transfers of \$7,920 per month this Fiscal Year. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary Table and the Cash Flow Detail Table.

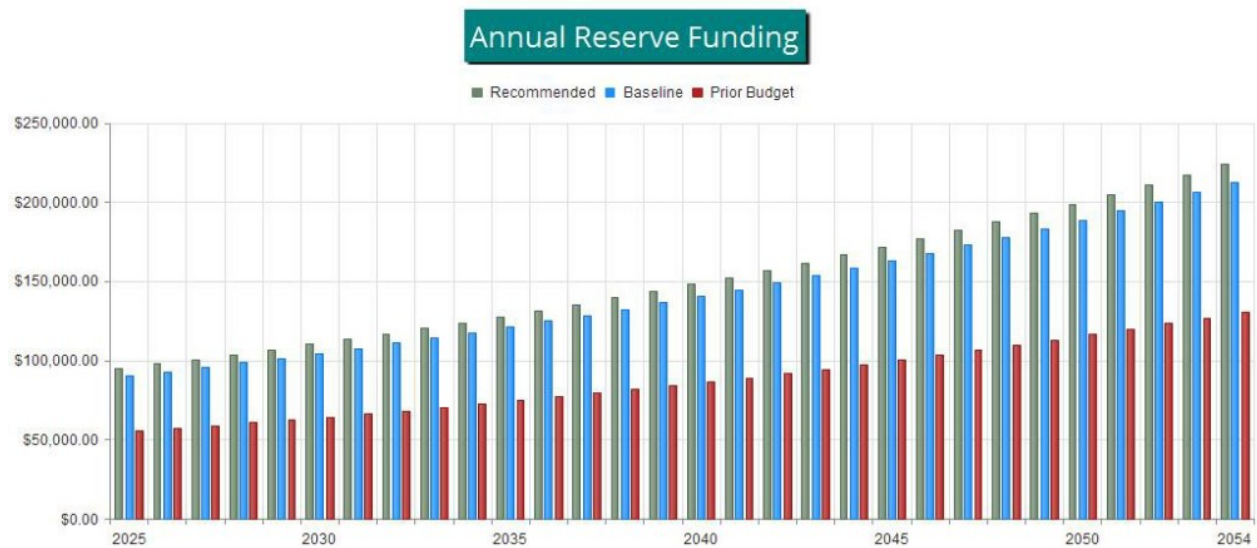


Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan, an alternate Baseline Funding Plan, and at your current budgeted transfer rate (assumes future increases), compared to your always-changing Fully Funded Balance target.

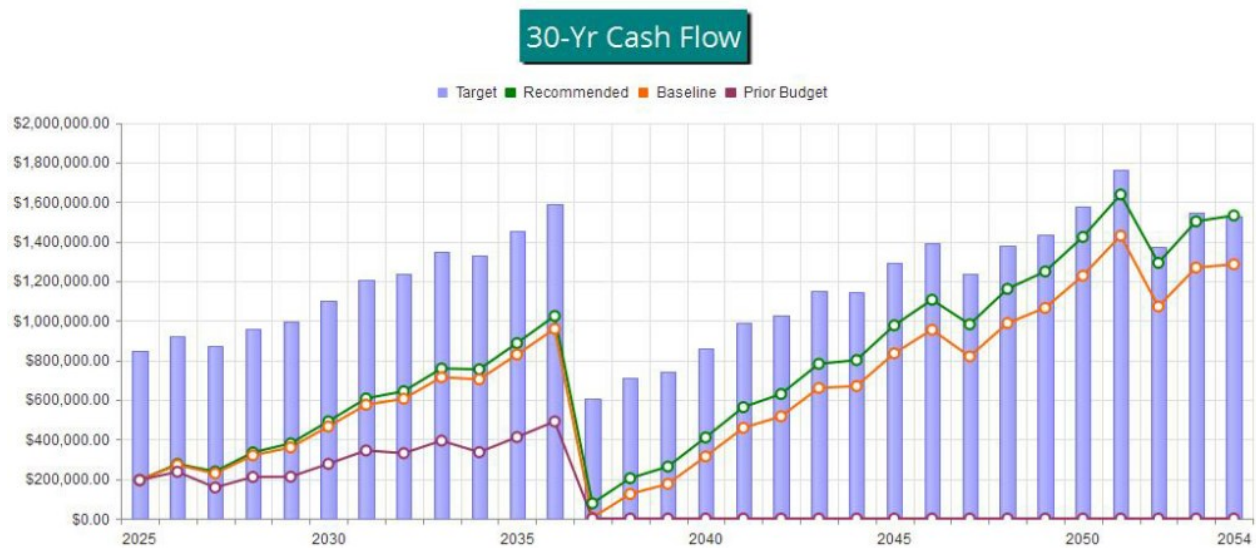


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.

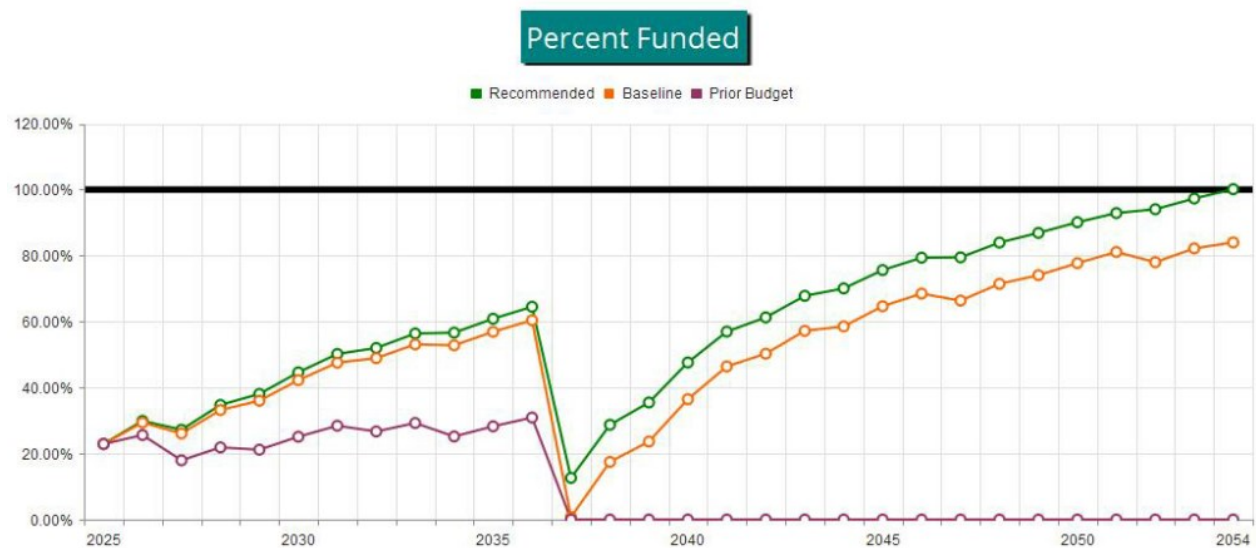


Figure 4



Table Descriptions

Executive Summary is a summary of your Reserve Components

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their specific proportion related to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the property, helping you see which components have more (or less) influence than others on your total Reserve funding requirements. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special assessment risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.



#	Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate	
					Best Case	Worst Case
Inventory Appendix						
120	Asphalt – Resurface	~ 297,000 SF	30	11	\$613,600	\$831,600
121	Asphalt - Repair/Seal/Stripe	~ 297,000 SF	5	3	\$48,100	\$58,800
144	Perimeter Fences – Replace	~ 1,000 LF / Chain Link	40	20	\$21,200	\$37,200
145	Vinyl Fences - Replace	~ 440 LF / Spit Rail	30	11	\$17,600	\$26,400
155	Pond Fencing - Replace	~ 2,220 LF / Chain Link	40	21	\$47,100	\$82,400
158	Pole Lights/Globes - Part Replace	(105) LED Fixtures/Glass	5	1	\$8,300	\$11,400
160	Pole Light Assemblies - Replace	(105) Metal Assemblies	45	26	\$217,000	\$287,000
162	Pole Lights - Refinish	(105) Painted Metal	15	1	\$28,000	\$35,100
170	Landscape - Refurbish	Plantings, Shrubs, Turf	8	0	\$12,600	\$19,100
175	Irrigation System - Replace	Controls, conveyance	5	2	\$1,900	\$2,600
184	Stormwater Ponds - Refurbish	(1) Detention Pond	10	8	\$27,200	\$36,900
185	Stormwater Pond - Refurbish	(2) Ponds	10	1	\$17,700	\$23,900
190	Street Trees - Trim/Remove	~ (90) assorted trees	5	3	\$2,600	\$3,500
200	Community Monuments - Replace	(3) Synthetic Stone	20	1	\$12,300	\$19,700
205	Mailboxes - Replace	(18) cluster stands	25	6	\$46,800	\$59,400
210	Mailbox Structure - Refurbish	(1) Wood/Comp Shingle	25	6	\$5,400	\$8,200
330	Basketball Equipment - Replace	(1) metal assembly	30	11	\$1,400	\$2,700
340	Play Equipment - Replace	(2) Systems	20	1	\$42,400	\$70,000
350	Soccer Goals - Replace	(2) metal assemblies	30	11	\$4,100	\$7,200
360	Park Benches - Part Replace	(7) Composite/Wood	5	2	\$3,900	\$5,700
20	Total Funded Components					



#	Component	Current Cost Estimate	X	Effective Age	/	Useful Life	=	Fully Funded Balance
Inventory Appendix								
120	Asphalt – Resurface	\$722,600	X	19	/	30	=	\$457,647
121	Asphalt - Repair/Seal/Stripe	\$53,450	X	2	/	5	=	\$21,380
144	Perimeter Fences – Replace	\$29,200	X	20	/	40	=	\$14,600
145	Vinyl Fences - Replace	\$22,000	X	19	/	30	=	\$13,933
155	Pond Fencing - Replace	\$64,750	X	19	/	40	=	\$30,756
158	Pole Lights/Globes - Part Replace	\$9,850	X	4	/	5	=	\$7,880
160	Pole Light Assemblies - Replace	\$252,000	X	19	/	45	=	\$106,400
162	Pole Lights - Refinish	\$31,550	X	14	/	15	=	\$29,447
170	Landscape - Refurbish	\$15,850	X	8	/	8	=	\$15,850
175	Irrigation System - Replace	\$2,250	X	3	/	5	=	\$1,350
184	Stormwater Ponds - Refurbish	\$32,050	X	2	/	10	=	\$6,410
185	Stormwater Pond - Refurbish	\$20,800	X	9	/	10	=	\$18,720
190	Street Trees - Trim/Remove	\$3,050	X	2	/	5	=	\$1,220
200	Community Monuments - Replace	\$16,000	X	19	/	20	=	\$15,200
205	Mailboxes - Replace	\$53,100	X	19	/	25	=	\$40,356
210	Mailbox Structure - Refurbish	\$6,800	X	19	/	25	=	\$5,168
330	Basketball Equipment - Replace	\$2,050	X	19	/	30	=	\$1,298
340	Play Equipment - Replace	\$56,200	X	19	/	20	=	\$53,390
350	Soccer Goals - Replace	\$5,650	X	19	/	30	=	\$3,578
360	Park Benches - Part Replace	\$4,800	X	3	/	5	=	\$2,880
								\$847,464

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#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
Inventory Appendix					
120	Asphalt – Resurface	30	\$722,600	\$24,087	38.18 %
121	Asphalt - Repair/Seal/Stripe	5	\$53,450	\$10,690	16.95 %
144	Perimeter Fences – Replace	40	\$29,200	\$730	1.16 %
145	Vinyl Fences - Replace	30	\$22,000	\$733	1.16 %
155	Pond Fencing - Replace	40	\$64,750	\$1,619	2.57 %
158	Pole Lights/Globes - Part Replace	5	\$9,850	\$1,970	3.12 %
160	Pole Light Assemblies - Replace	45	\$252,000	\$5,600	8.88 %
162	Pole Lights - Refinish	15	\$31,550	\$2,103	3.33 %
170	Landscape - Refurbish	8	\$15,850	\$1,981	3.14 %
175	Irrigation System - Replace	5	\$2,250	\$450	0.71 %
184	Stormwater Ponds - Refurbish	10	\$32,050	\$3,205	5.08 %
185	Stormwater Pond - Refurbish	10	\$20,800	\$2,080	3.30 %
190	Street Trees - Trim/Remove	5	\$3,050	\$610	0.97 %
200	Community Monuments - Replace	20	\$16,000	\$800	1.27 %
205	Mailboxes - Replace	25	\$53,100	\$2,124	3.37 %
210	Mailbox Structure - Refurbish	25	\$6,800	\$272	0.43 %
330	Basketball Equipment - Replace	30	\$2,050	\$68	0.11 %
340	Play Equipment - Replace	20	\$56,200	\$2,810	4.45 %
350	Soccer Goals - Replace	30	\$5,650	\$188	0.30 %
360	Park Benches - Part Replace	5	\$4,800	\$960	1.52 %
20	Total Funded Components			\$63,081	100.00 %



30-Year Reserve Plan Summary

Report # 25863-11
No-Site-Visit

Fiscal Year Start: 2025

Interest:

1.00 %

Inflation:

3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

% Increase									
Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	In Annual Reserve Funding	Reserve Funding	Loan or Special Assmts	Interest Income	Reserve Expenses
2025	\$194,111	\$847,464	22.9 %	High	71.06 %	\$95,040	\$0	\$2,348	\$15,850
2026	\$275,648	\$921,535	29.9 %	High	3.00 %	\$97,891	\$0	\$2,566	\$138,432
2027	\$237,673	\$873,519	27.2 %	High	3.00 %	\$100,828	\$0	\$2,857	\$7,479
2028	\$333,878	\$960,951	34.7 %	Medium	3.00 %	\$103,853	\$0	\$3,566	\$61,739
2029	\$379,558	\$997,187	38.1 %	Medium	3.00 %	\$106,968	\$0	\$4,350	\$0
2030	\$490,876	\$1,100,231	44.6 %	Medium	3.00 %	\$110,177	\$0	\$5,485	\$0
2031	\$606,538	\$1,208,560	50.2 %	Medium	3.00 %	\$113,483	\$0	\$6,245	\$83,285
2032	\$642,981	\$1,236,614	52.0 %	Medium	3.00 %	\$116,887	\$0	\$7,003	\$8,671
2033	\$758,200	\$1,344,691	56.4 %	Medium	3.00 %	\$120,394	\$0	\$7,557	\$132,251
2034	\$753,901	\$1,331,120	56.6 %	Medium	3.00 %	\$124,006	\$0	\$8,197	\$0
2035	\$886,103	\$1,455,829	60.9 %	Medium	3.00 %	\$127,726	\$0	\$9,543	\$0
2036	\$1,023,372	\$1,586,823	64.5 %	Medium	3.00 %	\$131,558	\$0	\$5,498	\$1,083,786
2037	\$76,642	\$608,066	12.6 %	High	3.00 %	\$135,504	\$0	\$1,400	\$10,052
2038	\$203,494	\$708,592	28.7 %	High	3.00 %	\$139,569	\$0	\$2,329	\$82,972
2039	\$262,420	\$739,804	35.5 %	Medium	3.00 %	\$143,757	\$0	\$3,358	\$0
2040	\$409,535	\$860,276	47.6 %	Medium	3.00 %	\$148,069	\$0	\$4,858	\$0
2041	\$562,462	\$987,311	57.0 %	Medium	3.00 %	\$152,511	\$0	\$5,955	\$91,869
2042	\$629,059	\$1,026,568	61.3 %	Medium	3.00 %	\$157,087	\$0	\$7,050	\$11,653
2043	\$781,543	\$1,152,754	67.8 %	Medium	3.00 %	\$161,799	\$0	\$7,907	\$150,750
2044	\$800,499	\$1,142,677	70.1 %	Low	3.00 %	\$166,653	\$0	\$8,879	\$0
2045	\$976,031	\$1,290,888	75.6 %	Low	3.00 %	\$171,653	\$0	\$10,402	\$52,738
2046	\$1,105,348	\$1,392,644	79.4 %	Low	3.00 %	\$176,802	\$0	\$10,426	\$311,785
2047	\$980,791	\$1,234,154	79.5 %	Low	3.00 %	\$182,106	\$0	\$10,700	\$13,509
2048	\$1,160,089	\$1,381,760	84.0 %	Low	3.00 %	\$187,570	\$0	\$12,036	\$111,508
2049	\$1,248,187	\$1,436,591	86.9 %	Low	3.00 %	\$193,197	\$0	\$13,348	\$32,220
2050	\$1,422,512	\$1,578,580	90.1 %	Low	3.00 %	\$198,993	\$0	\$15,290	\$0
2051	\$1,636,795	\$1,761,977	92.9 %	Low	3.00 %	\$204,962	\$0	\$14,636	\$564,703
2052	\$1,291,690	\$1,373,313	94.1 %	Low	3.00 %	\$211,111	\$0	\$13,958	\$15,660
2053	\$1,501,099	\$1,542,708	97.3 %	Low	3.00 %	\$217,445	\$0	\$15,155	\$202,596
2054	\$1,531,102	\$1,528,969	100.1 %	Low	3.00 %	\$223,968	\$0	\$16,506	\$0

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30-Year Reserve Plan Summary (Alternate Funding Plan)

Report # 25863-11
No-Site-Visit

Fiscal Year Start: 2025

Interest:

1.00 %

Inflation:

3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

% Increase										
	Starting	Fully		Special	In Annual		Loan or			
Year	Reserve	Funded	Percent	Assmt	Reserve	Reserve	Special	Interest	Reserve	
	Balance	Balance	Funded	Risk	Funding	Funding	Assmts	Income	Expenses	
2025	\$194,111	\$847,464	22.9 %	High	62.42 %	\$90,240	\$0	\$2,324	\$15,850	
2026	\$270,824	\$921,535	29.4 %	High	3.00 %	\$92,947	\$0	\$2,492	\$138,432	
2027	\$227,832	\$873,519	26.1 %	High	3.00 %	\$95,736	\$0	\$2,732	\$7,479	
2028	\$318,820	\$960,951	33.2 %	Medium	3.00 %	\$98,608	\$0	\$3,388	\$61,739	
2029	\$359,077	\$997,187	36.0 %	Medium	3.00 %	\$101,566	\$0	\$4,117	\$0	
2030	\$464,760	\$1,100,231	42.2 %	Medium	3.00 %	\$104,613	\$0	\$5,194	\$0	
2031	\$574,567	\$1,208,560	47.5 %	Medium	3.00 %	\$107,751	\$0	\$5,895	\$83,285	
2032	\$604,928	\$1,236,614	48.9 %	Medium	3.00 %	\$110,984	\$0	\$6,591	\$8,671	
2033	\$713,833	\$1,344,691	53.1 %	Medium	3.00 %	\$114,313	\$0	\$7,081	\$132,251	
2034	\$702,976	\$1,331,120	52.8 %	Medium	3.00 %	\$117,743	\$0	\$7,653	\$0	
2035	\$828,372	\$1,455,829	56.9 %	Medium	3.00 %	\$121,275	\$0	\$8,931	\$0	
2036	\$958,578	\$1,586,823	60.4 %	Medium	3.00 %	\$124,913	\$0	\$4,813	\$1,083,786	
2037	\$4,519	\$608,066	0.7 %	High	3.00 %	\$128,661	\$0	\$641	\$10,052	
2038	\$123,769	\$708,592	17.5 %	High	3.00 %	\$132,520	\$0	\$1,492	\$82,972	
2039	\$174,810	\$739,804	23.6 %	High	3.00 %	\$136,496	\$0	\$2,442	\$0	
2040	\$313,748	\$860,276	36.5 %	Medium	3.00 %	\$140,591	\$0	\$3,858	\$0	
2041	\$458,197	\$987,311	46.4 %	Medium	3.00 %	\$144,809	\$0	\$4,869	\$91,869	
2042	\$516,005	\$1,026,568	50.3 %	Medium	3.00 %	\$149,153	\$0	\$5,874	\$11,653	
2043	\$659,380	\$1,152,754	57.2 %	Medium	3.00 %	\$153,628	\$0	\$6,639	\$150,750	
2044	\$668,896	\$1,142,677	58.5 %	Medium	3.00 %	\$158,236	\$0	\$7,515	\$0	
2045	\$834,647	\$1,290,888	64.7 %	Medium	3.00 %	\$162,983	\$0	\$8,939	\$52,738	
2046	\$953,830	\$1,392,644	68.5 %	Medium	3.00 %	\$167,873	\$0	\$8,859	\$311,785	
2047	\$818,777	\$1,234,154	66.3 %	Medium	3.00 %	\$172,909	\$0	\$9,026	\$13,509	
2048	\$987,204	\$1,381,760	71.4 %	Low	3.00 %	\$178,096	\$0	\$10,252	\$111,508	
2049	\$1,064,044	\$1,436,591	74.1 %	Low	3.00 %	\$183,439	\$0	\$11,449	\$32,220	
2050	\$1,226,713	\$1,578,580	77.7 %	Low	3.00 %	\$188,943	\$0	\$13,273	\$0	
2051	\$1,428,928	\$1,761,977	81.1 %	Low	3.00 %	\$194,611	\$0	\$12,496	\$564,703	
2052	\$1,071,331	\$1,373,313	78.0 %	Low	3.00 %	\$200,449	\$0	\$11,691	\$15,660	
2053	\$1,267,811	\$1,542,708	82.2 %	Low	3.00 %	\$206,463	\$0	\$12,756	\$202,596	
2054	\$1,284,434	\$1,528,969	84.0 %	Low	3.00 %	\$212,656	\$0	\$13,972	\$0	

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30-Year Income/Expense Detail

Report # 25863-11
No-Site-Visit

Fiscal Year	2025	2026	2027	2028	2029
Starting Reserve Balance	\$194,111	\$275,648	\$237,673	\$333,878	\$379,558
Annual Reserve Funding	\$95,040	\$97,891	\$100,828	\$103,853	\$106,968
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$2,348	\$2,566	\$2,857	\$3,566	\$4,350
Total Income	\$291,498	\$376,105	\$341,358	\$441,297	\$490,876
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$58,406	\$0
144 Perimeter Fences – Replace	\$0	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$0	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$10,146	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$0	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$32,497	\$0	\$0	\$0
170 Landscape - Refurbish	\$15,850	\$0	\$0	\$0	\$0
175 Irrigation System - Replace	\$0	\$0	\$2,387	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$0	\$0
185 Stormwater Pond - Refurbish	\$0	\$21,424	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$3,333	\$0
200 Community Monuments - Replace	\$0	\$16,480	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$0	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$57,886	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$0	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$5,092	\$0	\$0
Total Expenses	\$15,850	\$138,432	\$7,479	\$61,739	\$0
Ending Reserve Balance	\$275,648	\$237,673	\$333,878	\$379,558	\$490,876

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Fiscal Year	2030	2031	2032	2033	2034
Starting Reserve Balance	\$490,876	\$606,538	\$642,981	\$758,200	\$753,901
Annual Reserve Funding	\$110,177	\$113,483	\$116,887	\$120,394	\$124,006
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$5,485	\$6,245	\$7,003	\$7,557	\$8,197
Total Income	\$606,538	\$726,266	\$766,871	\$886,152	\$886,103
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$67,709	\$0
144 Perimeter Fences – Replace	\$0	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$0	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$11,761	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$0	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$0	\$0	\$0	\$0
170 Landscape - Refurbish	\$0	\$0	\$0	\$20,078	\$0
175 Irrigation System - Replace	\$0	\$0	\$2,767	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$40,600	\$0
185 Stormwater Pond - Refurbish	\$0	\$0	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$3,864	\$0
200 Community Monuments - Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$63,404	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$8,120	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$0	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$5,903	\$0	\$0
Total Expenses	\$0	\$83,285	\$8,671	\$132,251	\$0
Ending Reserve Balance	\$606,538	\$642,981	\$758,200	\$753,901	\$886,103

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Fiscal Year	2035	2036	2037	2038	2039
Starting Reserve Balance	\$886,103	\$1,023,372	\$76,642	\$203,494	\$262,420
Annual Reserve Funding	\$127,726	\$131,558	\$135,504	\$139,569	\$143,757
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$9,543	\$5,498	\$1,400	\$2,329	\$3,358
Total Income	\$1,023,372	\$1,160,427	\$213,546	\$345,392	\$409,535
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$1,000,247	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$78,493	\$0
144 Perimeter Fences – Replace	\$0	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$30,453	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$0	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$13,635	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$0	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$0	\$0	\$0	\$0
170 Landscape - Refurbish	\$0	\$0	\$0	\$0	\$0
175 Irrigation System - Replace	\$0	\$0	\$3,208	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$0	\$0
185 Stormwater Pond - Refurbish	\$0	\$28,792	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$4,479	\$0
200 Community Monuments - Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$0	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$2,838	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$7,821	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$6,844	\$0	\$0
Total Expenses	\$0	\$1,083,786	\$10,052	\$82,972	\$0
Ending Reserve Balance	\$1,023,372	\$76,642	\$203,494	\$262,420	\$409,535

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Fiscal Year	2040	2041	2042	2043	2044
Starting Reserve Balance	\$409,535	\$562,462	\$629,059	\$781,543	\$800,499
Annual Reserve Funding	\$148,069	\$152,511	\$157,087	\$161,799	\$166,653
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$4,858	\$5,955	\$7,050	\$7,907	\$8,879
Total Income	\$562,462	\$720,929	\$793,196	\$951,249	\$976,031
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$90,995	\$0
144 Perimeter Fences – Replace	\$0	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$0	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$15,806	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$0	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$50,628	\$0	\$0	\$0
170 Landscape - Refurbish	\$0	\$25,435	\$0	\$0	\$0
175 Irrigation System - Replace	\$0	\$0	\$3,719	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$54,563	\$0
185 Stormwater Pond - Refurbish	\$0	\$0	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$5,192	\$0
200 Community Monuments - Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$0	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$0	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$7,934	\$0	\$0
Total Expenses	\$0	\$91,869	\$11,653	\$150,750	\$0
Ending Reserve Balance	\$562,462	\$629,059	\$781,543	\$800,499	\$976,031

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Fiscal Year	2045	2046	2047	2048	2049
Starting Reserve Balance	\$976,031	\$1,105,348	\$980,791	\$1,160,089	\$1,248,187
Annual Reserve Funding	\$171,653	\$176,802	\$182,106	\$187,570	\$193,197
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$10,402	\$10,426	\$10,700	\$12,036	\$13,348
Total Income	\$1,158,086	\$1,292,576	\$1,173,597	\$1,359,695	\$1,454,732
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$105,488	\$0
144 Perimeter Fences – Replace	\$52,738	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$120,454	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$18,324	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$0	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$0	\$0	\$0	\$0
170 Landscape - Refurbish	\$0	\$0	\$0	\$0	\$32,220
175 Irrigation System - Replace	\$0	\$0	\$4,311	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$0	\$0
185 Stormwater Pond - Refurbish	\$0	\$38,694	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$6,019	\$0
200 Community Monuments - Replace	\$0	\$29,765	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$0	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$104,549	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$0	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$9,197	\$0	\$0
Total Expenses	\$52,738	\$311,785	\$13,509	\$111,508	\$32,220
Ending Reserve Balance	\$1,105,348	\$980,791	\$1,160,089	\$1,248,187	\$1,422,512

Order: GFZX6NYYY
Address: 4541 148th St NE
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Fiscal Year	2050	2051	2052	2053	2054
Starting Reserve Balance	\$1,422,512	\$1,636,795	\$1,291,690	\$1,501,099	\$1,531,102
Annual Reserve Funding	\$198,993	\$204,962	\$211,111	\$217,445	\$223,968
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$15,290	\$14,636	\$13,958	\$15,155	\$16,506
Total Income	\$1,636,795	\$1,856,393	\$1,516,759	\$1,733,698	\$1,771,577
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$122,290	\$0
144 Perimeter Fences – Replace	\$0	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$0	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$21,242	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$543,461	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$0	\$0	\$0	\$0
170 Landscape - Refurbish	\$0	\$0	\$0	\$0	\$0
175 Irrigation System - Replace	\$0	\$0	\$4,998	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$73,328	\$0
185 Stormwater Pond - Refurbish	\$0	\$0	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$6,978	\$0
200 Community Monuments - Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$0	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$0	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$10,662	\$0	\$0
Total Expenses	\$0	\$564,703	\$15,660	\$202,596	\$0
Ending Reserve Balance	\$1,636,795	\$1,291,690	\$1,501,099	\$1,531,102	\$1,771,577

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Accuracy, Limitations, and Disclosures

"The reserve study should be reviewed carefully. It may not include all common and limited common element components that will require major maintenance, repair or replacement in future years, and may not include regular transfers to a reserve account for the cost of such maintenance, repair, or replacement. The failure to include a component in a reserve study, or to provide transfers to a reserve account for a component, may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair or replacement of a reserve component." Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. Christian Colunga, company President, is a credentialed Reserve Specialist (#208). All work done by Association Reserves WA, LLC is performed under his responsible charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation. Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified. Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to: project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to, plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing. Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses. In this engagement our compensation is not contingent upon our conclusions, and our liability in any matter involving this Reserve Study is limited to our fee for services rendered.

Order: GFZX6NYYY
Address: 4541 148th St NE
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Terms and Definitions

BTU	British Thermal Unit (a standard unit of energy)
DIA	Diameter
GSF	Gross Square Feet (area). Equivalent to Square Feet
GSY	Gross Square Yards (area). Equivalent to Square Yards
HP	Horsepower
LF	Linear Feet (length)
Effective Age	The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.
Fully Funded Balance (FFB)	The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an association total.
Inflation	Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table.
Interest	Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary.
Percent Funded	The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.
Remaining Useful Life (RUL)	The estimated time, in years, that a common area component can be expected to continue to serve its intended function.
Useful Life (UL)	The estimated time, in years, that a common area component can be expected to serve its intended function.



Component Details

The primary purpose of the Component Details appendix is to provide the reader with the basis of our funding assumptions resulting from our research and analysis. The information presented here represents a wide range of components that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding: 1) The project is the Association's present obligation. 2) The need and schedule of a project can be reasonably anticipated. 3) The total cost of the project is material, can be estimated and includes all direct & related costs. Not all your components may have been found appropriate for reserve funding. In our judgment, the components meeting the above four criteria are shown with the Useful Life (how often the project is expected to occur), Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed "Best Cost" and "Worst Cost". There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur. Where no Useful Life, Remaining Useful Life, or pricing exists, the component was deemed inappropriate for Reserve Funding.

Inventory Appendix

Comp #: 100 Concrete - Repair/Replace**Quantity:** Walkways/Curbs/Aprons

Location: Adjacent to drives and parking areas

Funded?: No. Annual costs best handled through operating budget

History: None known

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 120 Asphalt – Resurface**Quantity:** ~ 297,000 SF

Location: Roadways, alley ways, and parking areas of association, includes Sport Court (#320)

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 30 years

Remaining Life: 11 years

Best Case: \$ 613,600

Worst Case: \$831,600

Cost Source: ARI Cost Database: Similar Project

Cost History

Comp #: 121 Asphalt - Repair/Seal/Stripe**Quantity:** ~ 297,000 SF

Location: The community roadways and parking areas.

Funded?: Yes. No historical projects funded through reserves

History: 2023 ~\$50,410 (seal coat/stripping)

Comments: Added funding based on actual total expenditures in 2023.

Useful Life: 5 years

Remaining Life: 3 years

Best Case: \$ 48,100

Worst Case: \$58,800

Cost Source: Inflated Client Cost History: \$50410

2023

Comp #: 144 Perimeter Fences – Replace**Quantity:** ~ 1,000 LF / Chain Link

Location: Within Wetland and partial community perimeter (mostly adjacent to 144th St NE)

Funded?: Yes.

History: None known

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 40 years

Remaining Life: 20 years

Best Case: \$ 21,200

Worst Case: \$37,200

Cost Source: ARI Cost Database: Similar Project

Cost History

Comp #: 145 Vinyl Fences - Replace**Quantity:** ~ 440 LF / Spit Rail

Location: Partial perimeter of property adjacent to 51st Avenue NE & 146th

Funded?: Yes.

History: No major projects known

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

NOTE: This component has been impacted by inflation.

Useful Life: 30 years

Remaining Life: 11 years

Best Case: \$ 17,600

Worst Case: \$26,400

Cost Source: ARI Cost Database: Similar Project

Cost History

Comp #: 155 Pond Fencing - Replace**Quantity:** ~ 2,220 LF / Chain Link

Location: Perimeter of stormwater ponds

Funded?: Yes.

History: Installed ~2006

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 40 years

Remaining Life: 21 years

Best Case: \$ 47,100

Worst Case: \$82,400

Cost Source: ARI Cost Database: Similar Project

Cost History

Order: GFZX6NYYY

Address: 4541 148th St NE

Order Date: 07-15-2026

Comp #: 158 Pole Lights/Globes - Part Replace**Quantity: (105) LED Fixtures/Glass**

Location: Throughout association common areas, mostly alongside roads

Funded?: Yes.

History: 2018 ~\$22,562, (95) LED fixtures

Comments: The timing of these projects were extended per request from association management; and cost inflated from the prior reserve study.

Useful Life: 5 years

Remaining Life: 1 years

Best Case: \$ 8,300

Worst Case: \$11,400

Cost Source: Inflated Vendor Estimate

Comp #: 160 Pole Light Assemblies - Replace**Quantity: (105) Metal Assemblies**

Location: Throughout association common areas, mostly alongside roads

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 45 years

Remaining Life: 26 years

Best Case: \$ 217,000

Worst Case: \$287,000

Cost Source: Budget Allowance

Comp #: 162 Pole Lights - Refinish**Quantity: (105) Painted Metal**

Location: Throughout association common areas, mostly alongside roads

Funded?: Yes.

History: None known

Comments: Remaining useful life was extended based on request from association management; cost inflated from the prior study.

Useful Life: 15 years

Remaining Life: 1 years

Best Case: \$ 28,000

Worst Case: \$35,100

Cost Source: Budget Allowance

Comp #: 164 Landscape Lights - Replace**Quantity: ~ (3) lights**

Location: Adjacent to monument at roundabout

Funded?: No. Cost projected to be too small for reserve funding

History: None known

Comments: Not funded - no changes from previous study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 170 Landscape - Refurbish**Quantity: Plantings, Shrubs, Turf**

Location: Common area open spaces throughout community

Funded?: Yes.

History: 2016 (thatching, aeration, pond maintenance, bark flower beds, removal of fallen trees & irrigation maintenance)

Comments: Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.

Useful Life: 8 years

Remaining Life: 0 years

Best Case: \$ 12,600

Worst Case: \$19,100

Cost Source: Inflated Client Cost History

Comp #: 172 Native Growth Area - Maintain**Quantity: Wooded Wetland**

Location: South portion of community (Adjacent to NE 144th St)

Funded?: No. No basis for reserve funding

History: None known

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 175 Irrigation System - Replace**Quantity: Controls, conveyance**

Location: Throughout common area landscaping

Funded?: Yes.

History: 2022 ~\$2,020, partial replacements and maintenance; Some repairs in 2017

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 5 years

Remaining Life: 2 years

Best Case: \$ 1,900

Worst Case: \$2,600

Cost Source: Inflated Client Cost History

Order: GFZX6NYYY

Address: 4541 148th St NE

Order Date: 07-15-2026

Comp #: 182 Drainage/Stormwater Sys - Maintain**Quantity: Basins, conveyance**

Location: Common areas, hidden

Funded?: No. No predictable large scale replacement projected

History: None known

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 184 Stormwater Ponds - Refurbish**Quantity: (1) Detention Pond**

Location: Stormwater tracts adjacent to 49th Dr NE (Tracts 994, 996 and 997)

Funded?: Yes.

History: 2023 ~\$30,168 (small pond)

Comments: Remaining useful life reset, and cost adjusted based on actual project.

Useful Life: 10 years

Remaining Life: 8 years

Best Case: \$ 27,200

Worst Case: \$36,900

Cost Source: Inflated Client Cost History

Comp #: 185 Stormwater Pond - Refurbish**Quantity: (2) Ponds**

Location: Stormwater tracts adjacent to 49th Dr NE (Tracts 994, 996 and 997)

Funded?: Yes.

History: None known

Comments: Remaining useful life was extended based on request from association management; cost inflated from the prior study.

Useful Life: 10 years

Remaining Life: 1 years

Best Case: \$ 17,700

Worst Case: \$23,900

Cost Source: Inflated Vendor Estimate

Comp #: 190 Street Trees - Trim/Remove**Quantity: ~ (90) assorted trees**

Location: Trees in planter strips adjacent to roadways throughout community

Funded?: Yes.

History: 2023 ~\$2,844; 2019, reportedly completed; 2017, Tree trimming

Comments: Remaining useful life reset, and cost adjusted based on actual project.

Useful Life: 5 years

Remaining Life: 3 years

Best Case: \$ 2,600

Worst Case: \$3,500

Cost Source: Inflated Client Cost History

Comp #: 200 Community Monuments - Replace**Quantity: (3) Synthetic Stone**

Location: Main entry locations and roundabout

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 20 years

Remaining Life: 1 years

Best Case: \$ 12,300

Worst Case: \$19,700

Cost Source: Budget Allowance

Comp #: 201 Community Designations - Replace**Quantity: (3) Stone Columns**

Location: Scattered throughout community at intersections

Funded?: No. Useful life not predictable

History: None known

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 205 Mailboxes - Replace**Quantity: (18) cluster stands**

Location: Installed beneath mailbox housing near center of community at Tract 998/146th Pl. NE

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 25 years

Remaining Life: 6 years

Best Case: \$ 46,800

Worst Case: \$59,400

Cost Source: ARI Cost Database: Similar Project

Cost History

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Address: 4541 148th St NE
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Comp #: 210 Mailbox Structure - Refurbish**Quantity: (1) Wood/Comp Shingle**

Location: House near center of community at 146th Pl. NE (Tract 998)

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 25 years

Remaining Life: 6 years

Best Case: \$ 5,400

Worst Case: \$8,200

Cost Source: ARI Cost Database: Similar Project

Cost History

Comp #: 215 Community Signage - Replace**Quantity: ~ (62) Wood/Metal**

Location: Adjacent to roadways throughout community

Funded?: No. No predictable large scale replacement projected

History: None known

Comments: Not funded- no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 320 Sports Court - Resurface**Quantity: (1) 43' x 47' / Asphalt**

Location: Park area at Tract 995

Funded?: No. Funding included within Component #120; no separate funding if necessary.

History: None known

Comments: Not funded - no changes from previous study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 325 Park Drainage - Install**Quantity: Drainage improvements**

Location: Within Play Area and Soccer Field at the park off 145th St SE

Funded?: No. One-time project for necessary improvements completed

History: 2023 ~\$29,190

Comments: Reserve funding removed as one-time project(s) for necessary improvements are reportedly complete. No basis for future projects at this time; however, may be included upon request.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 330 Basketball Equipment - Replace**Quantity: (1) metal assembly**

Location: Sports court at Tract 995 park area (145th St. NE)

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 30 years

Remaining Life: 11 years

Best Case: \$ 1,400

Worst Case: \$2,700

Cost Source: Budget Allowance

Comp #: 340 Play Equipment - Replace**Quantity: (2) Systems**

Location: Park areas at Tracts 995 and 999 (145th and 148th)

Funded?: Yes.

History: 2021 ~\$4,569, repairs

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 20 years

Remaining Life: 1 years

Best Case: \$ 42,400

Worst Case: \$70,000

Cost Source: Budget Allowance

Comp #: 341 Play Chips - Replenish**Quantity: ~ 140 Cubic Yards**

Location: Within play areas

Funded?: No. Historically handled through the operating budget

History: None known

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Order: GFZX6NYYY

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Comp #: 350 Soccer Goals - Replace**Quantity: (2) metal assemblies**

Location: Park area at Tract 995 (145th St)

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 30 years

Remaining Life: 11 years

Best Case: \$ 4,100

Worst Case: \$7,200

Cost Source: Budget Allowance

Comp #: 360 Park Benches - Part Replace**Quantity: (7) Composite/Wood**

Location: Scattered throughout community, mostly at parks

Funded?: Yes.

History: 2018, select replacements

Comments: Remaining useful life was extended based on request from association management; cost inflated from the prior study.

Useful Life: 5 years

Remaining Life: 2 years

Best Case: \$ 3,900

Worst Case: \$5,700

Cost Source: Inflated Client Cost History

Comp #: 999 Reserve Study - Update**Quantity: Annual update**

Location: Common areas of association

Funded?: No. Annual costs, best handled in operational budget

History: 2024 NSV GH; 2023 WSV; 2022 NSV, 2021 NSV, 2020 WSV; 2019-2015; 2014 Full

Comments: Not funded - no changes from previous study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

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Meadows at Marysville Master Association

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Colorado	New Mexico
Florida	North Carolina
Hawaii	Ohio
Mid-Atlantic	Texas
Midwest	Washington



The Meadows in Marysville *Marysville, WA*



Report #: 25863-11
Beginning: January 1, 2025
Expires: December 31, 2025

RESERVE STUDY Update "No-Site-Visit"

October 28, 2024

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Welcome to your Reserve Study!

A Reserve Study is a valuable tool to help you budget responsibly for your property. This report contains all the information you need to avoid surprise expenses, make informed decisions, save money, and protect property values.

Regardless of the property type, it's a fact of life that the very moment construction is completed, every major building component begins a predictable process of physical deterioration. The operative word is "predictable" because planning for the inevitable is what a Reserve Study by **Association Reserves** is all about!

In this Report, you will find three key results:

- **Component List**

Unique to each property, the Component List serves as the foundation of the Reserve Study and details the scope and schedule of all necessary repairs & replacements.

- **Reserve Fund Strength**

A calculation that measures how well the Reserve Fund has kept pace with the property's physical deterioration.

- **Reserve Funding Plan**

A multi-year funding plan based on current Reserve Fund strength that allows for component repairs and replacements to be completed in a timely manner, with an emphasis on fairness and avoiding "catch-up" funding.

Questions?

Please contact your Project Manager directly.



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**The Meadows in Marysville -**

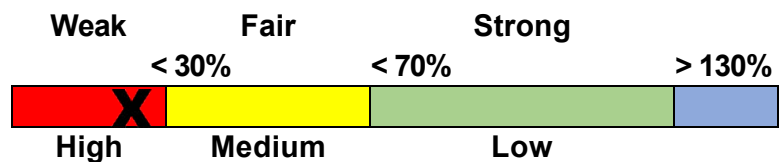
Marysville, WA

Level of Service: **Update "No-Site-Visit"**Report #: **25863-11**

of Units: 371

January 1, 2025 through December 31, 2025**Findings & Recommendations****as of January 1, 2025**

Starting Reserve Balance	\$194,111
Current Fully Funded Reserve Balance	\$847,464
Percent Funded	22.9 %
Average Reserve (Deficit) or Surplus Per Unit	(\$1,761)
Recommended 2025 100% Monthly "Full Funding" Reserve Transfers	\$7,920
2025 "Baseline Funding" minimum to keep Reserves above \$0	\$7,520
Most Recent Budgeted Reserve Transfer Rate	\$4,630

Reserve Fund Strength: 22.9%**Risk of Special Assessment:****Economic Assumptions:**Net Annual "After Tax" Interest Earnings Accruing to Reserves **1.00 %**Annual Inflation Rate **3.00 %**

- This is a Update "No-Site-Visit", meeting all requirements of the Revised Code of Washington (RCW). This study was prepared by, or under the supervision of a credentialed Reserve Specialist (RS™).
- Your Reserve Fund is currently 22.9 % Funded. This means the association's special assessment & deferred maintenance risk is currently High. The objective of your multi-year Funding Plan is to fund your Reserves to a level where you will enjoy a low risk of such Reserve cash flow problems. The current annual deterioration of your reserve components is \$63,081 - see Component Significance table.
- Based on this starting point and your anticipated future expenses, our recommendation is to budget Reserve Transfers to within the 70% to 100% range as noted above. The 100% "Full" and 70% transfer rates are designed to gradually achieve these funding objectives by the end of our 30-year report scope.
- No assets appropriate for Reserve designation known to be excluded. See appendix for component information and the basis of our assumptions. "Baseline Funding" in this report is as defined within the RCW, "to maintain the reserve account balance above zero throughout the thirty-year study period, without special assessments." Funding plan transfer rates, and reserves deficit or (surplus) are presented as an aggregate total, assuming average percentage of ownership. The actual ownership allocation may vary - refer to your governing documents, and assessment computational tools to adjust for any variation.



# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Inventory Appendix			
120 Asphalt – Resurface	30	11	\$722,600
121 Asphalt - Repair/Seal/Stripe	5	3	\$53,450
144 Perimeter Fences – Replace	40	20	\$29,200
145 Vinyl Fences - Replace	30	11	\$22,000
155 Pond Fencing - Replace	40	21	\$64,750
158 Pole Lights/Globes - Part Replace	5	1	\$9,850
160 Pole Light Assemblies - Replace	45	26	\$252,000
162 Pole Lights - Refinish	15	1	\$31,550
170 Landscape - Refurbish	8	0	\$15,850
175 Irrigation System - Replace	5	2	\$2,250
184 Stormwater Ponds - Refurbish	10	8	\$32,050
185 Stormwater Pond - Refurbish	10	1	\$20,800
190 Street Trees - Trim/Remove	5	3	\$3,050
200 Community Monuments - Replace	20	1	\$16,000
205 Mailboxes - Replace	25	6	\$53,100
210 Mailbox Structure - Refurbish	25	6	\$6,800
330 Basketball Equipment - Replace	30	11	\$2,050
340 Play Equipment - Replace	20	1	\$56,200
350 Soccer Goals - Replace	30	11	\$5,650
360 Park Benches - Part Replace	5	2	\$4,800

20 Total Funded Components

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

Introduction



A Reserve Study is the art and science of anticipating, and preparing for, an association's major common area repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Reserve Study is your Reserve Component List (what you are reserving for). This is because the Reserve Component List defines the *scope and schedule* of all your anticipated upcoming Reserve projects. Based on that List and your starting balance, we calculate the association's Reserve Fund Strength (reported in terms of "Percent Funded"). Then we compute a Reserve Funding Plan to provide for the Reserve needs of the association. These form the three results of your Reserve Study.



Reserve funding is not "for the future". Ongoing Reserve transfers are intended to offset the ongoing, daily deterioration of your Reserve assets. Done well, a stable, budgeted Reserve Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the association is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

Methodology



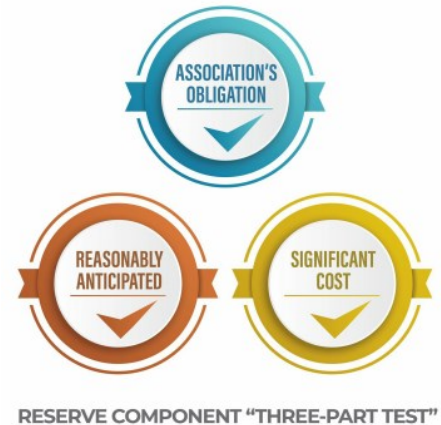
For this [Update No-Site-Visit Reserve Study](#), we started with a review of your prior Reserve Study, then looked into recent Reserve expenditures, evaluated how expenditures are handled (ongoing maintenance vs Reserves), and researched any well-established association

precedents. We updated and adjusted your Reserve Component List on the basis of time elapsed since the last Reserve Study and interviews with association representatives.

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Which Physical Assets are Funded by Reserves?

There is a national-standard three-part test to determine which projects should appear in a Reserve Component List. First, it must be a common area maintenance obligation. Second, both the need and schedule of a component's project can be reasonably anticipated. Third, the project's total cost is material to the client, can be reasonably anticipated, and includes all direct and related costs. A project cost is commonly considered *material* if it is more than 0.5% to 1% of the total annual budget. This limits Reserve components to major, predictable expenses. Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to natural disasters and/or insurable events), and expenses more appropriately handled from the Operational budget.



How do we establish Useful Life and Remaining Useful Life estimates?

- 1) Visual Inspection (observed wear and age)
- 2) Association Reserves database of experience
- 3) Client History (install dates & previous life cycle information)
- 4) Vendor Evaluation and Recommendation

How do we establish Current Repair/Replacement Cost Estimates?

In this order...

- 1) Actual client cost history, or current proposals
- 2) Comparison to Association Reserves database of work done at similar associations
- 3) Vendor Recommendations
- 4) Reliable National Industry cost estimating guidebooks

How much Reserves are enough?

Reserve adequacy is not measured in cash terms. Reserve adequacy is found when the *amount* of current Reserve cash is compared to Reserve component deterioration (the *needs of the association*). Having *enough* means the association can execute its projects in a timely manner with existing Reserve funds. Not having *enough* typically creates deferred maintenance or special assessments.

Adequacy is measured in a two-step process:

- 1) Calculate the *value of deterioration* at the association (called Fully Funded Balance, or FFB).
- 2) Compare that to the Reserve Fund Balance, and express as a percentage.



Each year, the *value of deterioration* at the association changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special assessments and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all associations are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special assessment).

Measuring your Reserves by Percent Funded tells how well prepared your association is for upcoming Reserve expenses. New buyers should be very aware of this important disclosure!

How much should we transfer to Reserves?



According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with sufficient cash to perform your Reserve projects on time. Second, a stable rate of ongoing Reserve transfers is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve transfers that are evenly distributed over current and future owners enable each owner to pay their fair share of the association's Reserve expenses over the years. And finally, we develop a plan that is fiscally responsible and safe for Board members to recommend to their association. Remember, it is the Board's job to provide for the ongoing care of the common areas. Board members invite liability exposure when Reserve transfers are inadequate to offset ongoing common area deterioration.

What is our Recommended Funding Goal?

Maintaining the Reserve Fund at a level equal to the *value* of deterioration is called "Full Funding" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **This is simple, responsible, and our recommendation.** Evidence shows that associations in the 70 - 130% range *enjoy a low risk of special assessments or deferred maintenance.*



Allowing the Reserves to fall close to zero, but not below zero, is called Baseline Funding. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special assessments & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, recommended Reserve transfers for Baseline Funding average only 10% to 15% less than Full Funding recommendations. Threshold Funding is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.

Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away. The figure below summarizes the projected future expenses at your association as defined by your Reserve Component List. A summary of these expenses are shown in the 30-yr Summary Table, while details of the projects that make up these expenses are shown in the Cash Flow Detail Table.

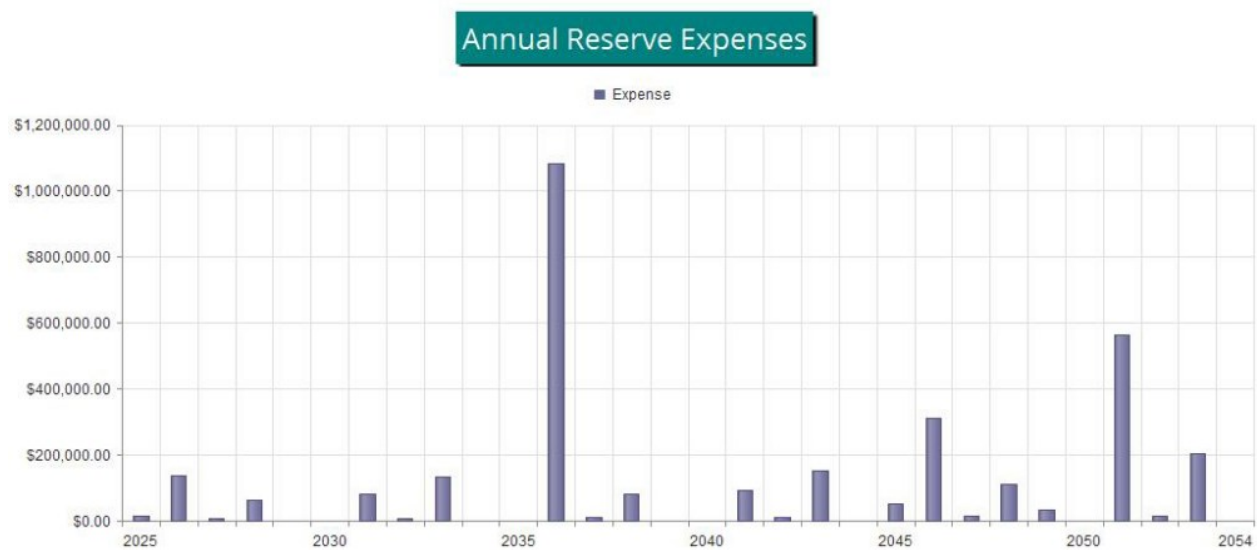


Figure 1

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$194,111 as-of the start of your Fiscal Year on 1/1/2025. As of that date, your Fully Funded Balance is computed to be \$847,464 (see Fully Funded Balance Table). This figure represents the deteriorated value of your common area components.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending budgeted transfers of \$7,920 per month this Fiscal Year. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary Table and the Cash Flow Detail Table.

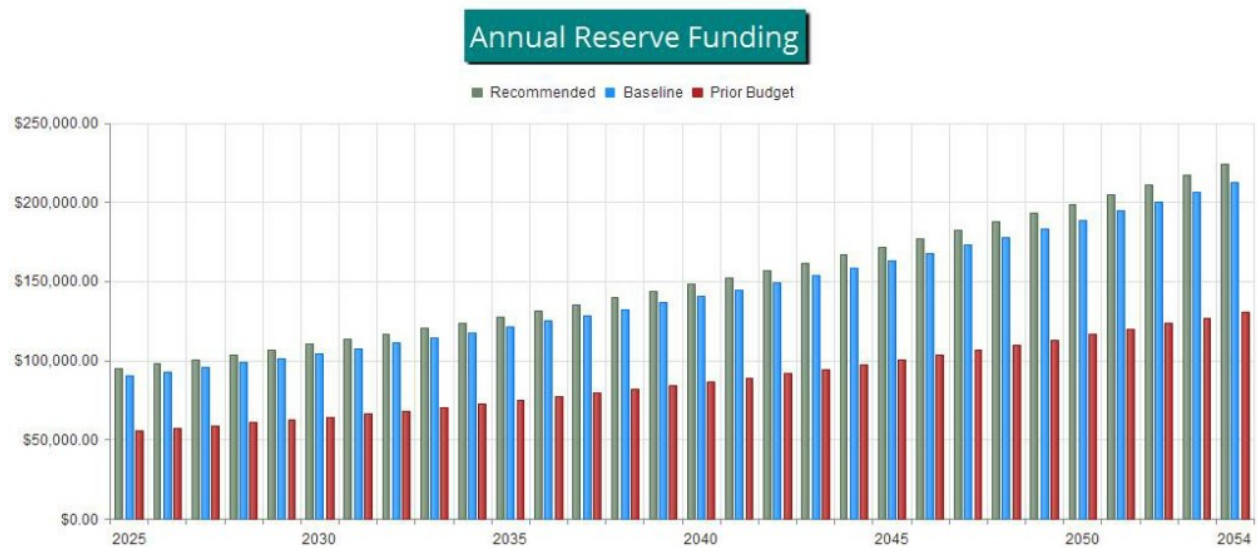


Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan, an alternate Baseline Funding Plan, and at your current budgeted transfer rate (assumes future increases), compared to your always-changing Fully Funded Balance target.

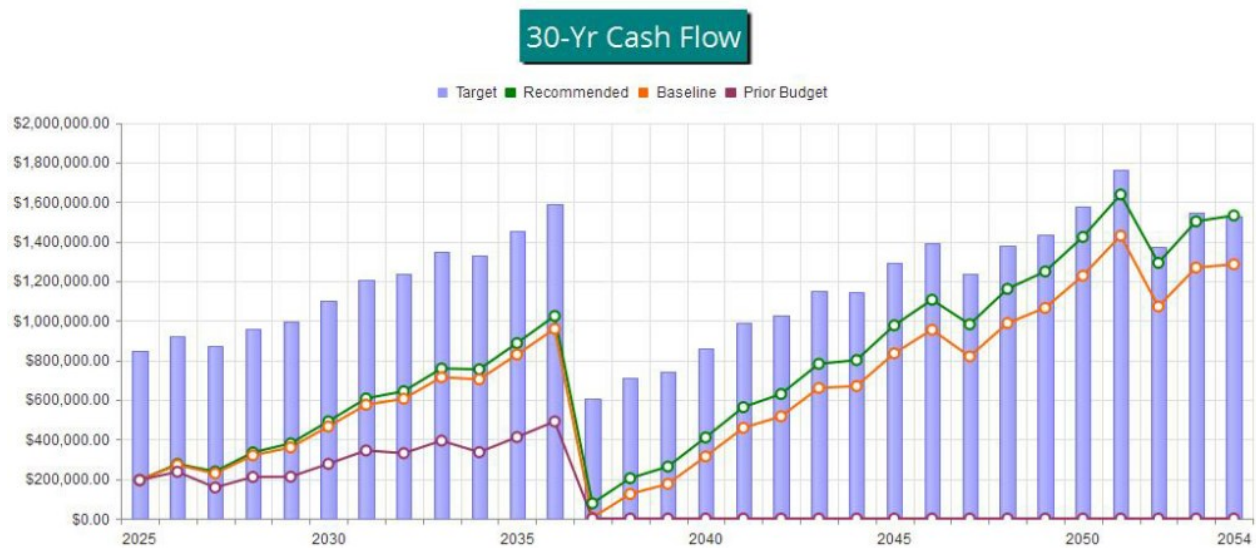


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.

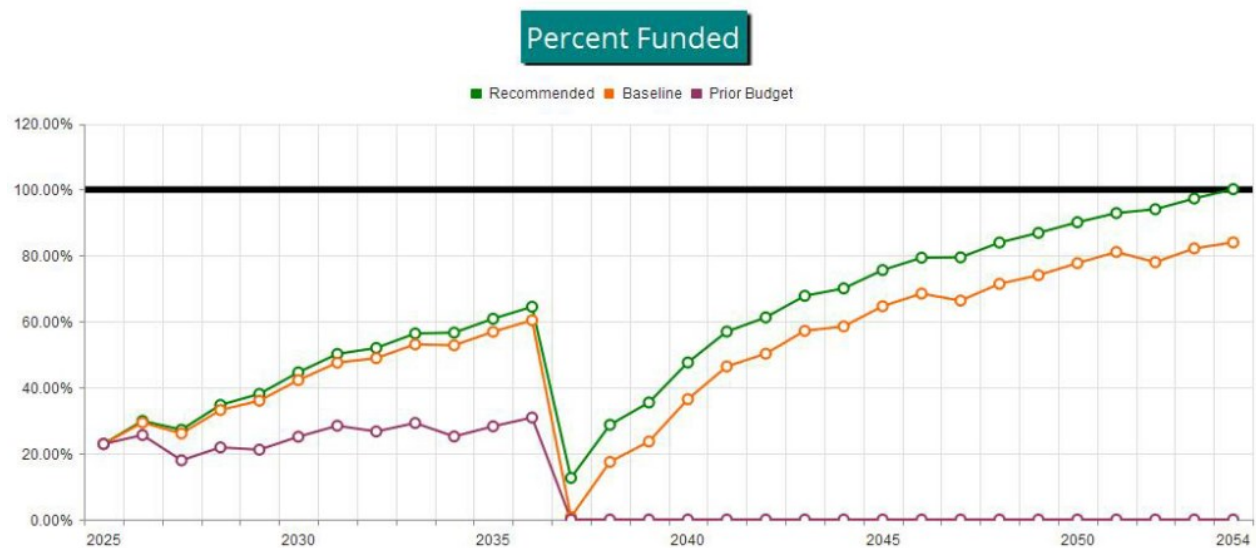


Figure 4

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Table Descriptions

Executive Summary is a summary of your Reserve Components

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their specific proportion related to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the property, helping you see which components have more (or less) influence than others on your total Reserve funding requirements. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special assessment risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.



#	Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate	
					Best Case	Worst Case
Inventory Appendix						
120	Asphalt – Resurface	~ 297,000 SF	30	11	\$613,600	\$831,600
121	Asphalt - Repair/Seal/Stripe	~ 297,000 SF	5	3	\$48,100	\$58,800
144	Perimeter Fences – Replace	~ 1,000 LF / Chain Link	40	20	\$21,200	\$37,200
145	Vinyl Fences - Replace	~ 440 LF / Spit Rail	30	11	\$17,600	\$26,400
155	Pond Fencing - Replace	~ 2,220 LF / Chain Link	40	21	\$47,100	\$82,400
158	Pole Lights/Globes - Part Replace	(105) LED Fixtures/Glass	5	1	\$8,300	\$11,400
160	Pole Light Assemblies - Replace	(105) Metal Assemblies	45	26	\$217,000	\$287,000
162	Pole Lights - Refinish	(105) Painted Metal	15	1	\$28,000	\$35,100
170	Landscape - Refurbish	Plantings, Shrubs, Turf	8	0	\$12,600	\$19,100
175	Irrigation System - Replace	Controls, conveyance	5	2	\$1,900	\$2,600
184	Stormwater Ponds - Refurbish	(1) Detention Pond	10	8	\$27,200	\$36,900
185	Stormwater Pond - Refurbish	(2) Ponds	10	1	\$17,700	\$23,900
190	Street Trees - Trim/Remove	~ (90) assorted trees	5	3	\$2,600	\$3,500
200	Community Monuments - Replace	(3) Synthetic Stone	20	1	\$12,300	\$19,700
205	Mailboxes - Replace	(18) cluster stands	25	6	\$46,800	\$59,400
210	Mailbox Structure - Refurbish	(1) Wood/Comp Shingle	25	6	\$5,400	\$8,200
330	Basketball Equipment - Replace	(1) metal assembly	30	11	\$1,400	\$2,700
340	Play Equipment - Replace	(2) Systems	20	1	\$42,400	\$70,000
350	Soccer Goals - Replace	(2) metal assemblies	30	11	\$4,100	\$7,200
360	Park Benches - Part Replace	(7) Composite/Wood	5	2	\$3,900	\$5,700
20	Total Funded Components					



#	Component	Current Cost Estimate	X	Effective Age	/	Useful Life	=	Fully Funded Balance
Inventory Appendix								
120	Asphalt – Resurface	\$722,600	X	19	/	30	=	\$457,647
121	Asphalt - Repair/Seal/Stripe	\$53,450	X	2	/	5	=	\$21,380
144	Perimeter Fences – Replace	\$29,200	X	20	/	40	=	\$14,600
145	Vinyl Fences - Replace	\$22,000	X	19	/	30	=	\$13,933
155	Pond Fencing - Replace	\$64,750	X	19	/	40	=	\$30,756
158	Pole Lights/Globes - Part Replace	\$9,850	X	4	/	5	=	\$7,880
160	Pole Light Assemblies - Replace	\$252,000	X	19	/	45	=	\$106,400
162	Pole Lights - Refinish	\$31,550	X	14	/	15	=	\$29,447
170	Landscape - Refurbish	\$15,850	X	8	/	8	=	\$15,850
175	Irrigation System - Replace	\$2,250	X	3	/	5	=	\$1,350
184	Stormwater Ponds - Refurbish	\$32,050	X	2	/	10	=	\$6,410
185	Stormwater Pond - Refurbish	\$20,800	X	9	/	10	=	\$18,720
190	Street Trees - Trim/Remove	\$3,050	X	2	/	5	=	\$1,220
200	Community Monuments - Replace	\$16,000	X	19	/	20	=	\$15,200
205	Mailboxes - Replace	\$53,100	X	19	/	25	=	\$40,356
210	Mailbox Structure - Refurbish	\$6,800	X	19	/	25	=	\$5,168
330	Basketball Equipment - Replace	\$2,050	X	19	/	30	=	\$1,298
340	Play Equipment - Replace	\$56,200	X	19	/	20	=	\$53,390
350	Soccer Goals - Replace	\$5,650	X	19	/	30	=	\$3,578
360	Park Benches - Part Replace	\$4,800	X	3	/	5	=	\$2,880
								\$847,464

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#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
Inventory Appendix					
120	Asphalt – Resurface	30	\$722,600	\$24,087	38.18 %
121	Asphalt - Repair/Seal/Stripe	5	\$53,450	\$10,690	16.95 %
144	Perimeter Fences – Replace	40	\$29,200	\$730	1.16 %
145	Vinyl Fences - Replace	30	\$22,000	\$733	1.16 %
155	Pond Fencing - Replace	40	\$64,750	\$1,619	2.57 %
158	Pole Lights/Globes - Part Replace	5	\$9,850	\$1,970	3.12 %
160	Pole Light Assemblies - Replace	45	\$252,000	\$5,600	8.88 %
162	Pole Lights - Refinish	15	\$31,550	\$2,103	3.33 %
170	Landscape - Refurbish	8	\$15,850	\$1,981	3.14 %
175	Irrigation System - Replace	5	\$2,250	\$450	0.71 %
184	Stormwater Ponds - Refurbish	10	\$32,050	\$3,205	5.08 %
185	Stormwater Pond - Refurbish	10	\$20,800	\$2,080	3.30 %
190	Street Trees - Trim/Remove	5	\$3,050	\$610	0.97 %
200	Community Monuments - Replace	20	\$16,000	\$800	1.27 %
205	Mailboxes - Replace	25	\$53,100	\$2,124	3.37 %
210	Mailbox Structure - Refurbish	25	\$6,800	\$272	0.43 %
330	Basketball Equipment - Replace	30	\$2,050	\$68	0.11 %
340	Play Equipment - Replace	20	\$56,200	\$2,810	4.45 %
350	Soccer Goals - Replace	30	\$5,650	\$188	0.30 %
360	Park Benches - Part Replace	5	\$4,800	\$960	1.52 %
20	Total Funded Components			\$63,081	100.00 %



30-Year Reserve Plan Summary

Report # 25863-11
No-Site-Visit

Fiscal Year Start: 2025

Interest:

1.00 %

Inflation:

3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

% Increase									
Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	In Annual Reserve Funding	Reserve Funding	Loan or Special Assmts	Interest Income	Reserve Expenses
2025	\$194,111	\$847,464	22.9 %	High	71.06 %	\$95,040	\$0	\$2,348	\$15,850
2026	\$275,648	\$921,535	29.9 %	High	3.00 %	\$97,891	\$0	\$2,566	\$138,432
2027	\$237,673	\$873,519	27.2 %	High	3.00 %	\$100,828	\$0	\$2,857	\$7,479
2028	\$333,878	\$960,951	34.7 %	Medium	3.00 %	\$103,853	\$0	\$3,566	\$61,739
2029	\$379,558	\$997,187	38.1 %	Medium	3.00 %	\$106,968	\$0	\$4,350	\$0
2030	\$490,876	\$1,100,231	44.6 %	Medium	3.00 %	\$110,177	\$0	\$5,485	\$0
2031	\$606,538	\$1,208,560	50.2 %	Medium	3.00 %	\$113,483	\$0	\$6,245	\$83,285
2032	\$642,981	\$1,236,614	52.0 %	Medium	3.00 %	\$116,887	\$0	\$7,003	\$8,671
2033	\$758,200	\$1,344,691	56.4 %	Medium	3.00 %	\$120,394	\$0	\$7,557	\$132,251
2034	\$753,901	\$1,331,120	56.6 %	Medium	3.00 %	\$124,006	\$0	\$8,197	\$0
2035	\$886,103	\$1,455,829	60.9 %	Medium	3.00 %	\$127,726	\$0	\$9,543	\$0
2036	\$1,023,372	\$1,586,823	64.5 %	Medium	3.00 %	\$131,558	\$0	\$5,498	\$1,083,786
2037	\$76,642	\$608,066	12.6 %	High	3.00 %	\$135,504	\$0	\$1,400	\$10,052
2038	\$203,494	\$708,592	28.7 %	High	3.00 %	\$139,569	\$0	\$2,329	\$82,972
2039	\$262,420	\$739,804	35.5 %	Medium	3.00 %	\$143,757	\$0	\$3,358	\$0
2040	\$409,535	\$860,276	47.6 %	Medium	3.00 %	\$148,069	\$0	\$4,858	\$0
2041	\$562,462	\$987,311	57.0 %	Medium	3.00 %	\$152,511	\$0	\$5,955	\$91,869
2042	\$629,059	\$1,026,568	61.3 %	Medium	3.00 %	\$157,087	\$0	\$7,050	\$11,653
2043	\$781,543	\$1,152,754	67.8 %	Medium	3.00 %	\$161,799	\$0	\$7,907	\$150,750
2044	\$800,499	\$1,142,677	70.1 %	Low	3.00 %	\$166,653	\$0	\$8,879	\$0
2045	\$976,031	\$1,290,888	75.6 %	Low	3.00 %	\$171,653	\$0	\$10,402	\$52,738
2046	\$1,105,348	\$1,392,644	79.4 %	Low	3.00 %	\$176,802	\$0	\$10,426	\$311,785
2047	\$980,791	\$1,234,154	79.5 %	Low	3.00 %	\$182,106	\$0	\$10,700	\$13,509
2048	\$1,160,089	\$1,381,760	84.0 %	Low	3.00 %	\$187,570	\$0	\$12,036	\$111,508
2049	\$1,248,187	\$1,436,591	86.9 %	Low	3.00 %	\$193,197	\$0	\$13,348	\$32,220
2050	\$1,422,512	\$1,578,580	90.1 %	Low	3.00 %	\$198,993	\$0	\$15,290	\$0
2051	\$1,636,795	\$1,761,977	92.9 %	Low	3.00 %	\$204,962	\$0	\$14,636	\$564,703
2052	\$1,291,690	\$1,373,313	94.1 %	Low	3.00 %	\$211,111	\$0	\$13,958	\$15,660
2053	\$1,501,099	\$1,542,708	97.3 %	Low	3.00 %	\$217,445	\$0	\$15,155	\$202,596
2054	\$1,531,102	\$1,528,969	100.1 %	Low	3.00 %	\$223,968	\$0	\$16,506	\$0

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30-Year Reserve Plan Summary (Alternate Funding Plan)

Report # 25863-11
No-Site-Visit

Fiscal Year Start: 2025

Interest:

1.00 %

Inflation:

3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

% Increase										
	Starting	Fully		Special	In Annual		Loan or			
Year	Reserve	Funded	Percent	Assmt	Reserve	Reserve	Special	Interest	Reserve	
	Balance	Balance	Funded	Risk	Funding	Funding	Assmts	Income	Expenses	
2025	\$194,111	\$847,464	22.9 %	High	62.42 %	\$90,240	\$0	\$2,324	\$15,850	
2026	\$270,824	\$921,535	29.4 %	High	3.00 %	\$92,947	\$0	\$2,492	\$138,432	
2027	\$227,832	\$873,519	26.1 %	High	3.00 %	\$95,736	\$0	\$2,732	\$7,479	
2028	\$318,820	\$960,951	33.2 %	Medium	3.00 %	\$98,608	\$0	\$3,388	\$61,739	
2029	\$359,077	\$997,187	36.0 %	Medium	3.00 %	\$101,566	\$0	\$4,117	\$0	
2030	\$464,760	\$1,100,231	42.2 %	Medium	3.00 %	\$104,613	\$0	\$5,194	\$0	
2031	\$574,567	\$1,208,560	47.5 %	Medium	3.00 %	\$107,751	\$0	\$5,895	\$83,285	
2032	\$604,928	\$1,236,614	48.9 %	Medium	3.00 %	\$110,984	\$0	\$6,591	\$8,671	
2033	\$713,833	\$1,344,691	53.1 %	Medium	3.00 %	\$114,313	\$0	\$7,081	\$132,251	
2034	\$702,976	\$1,331,120	52.8 %	Medium	3.00 %	\$117,743	\$0	\$7,653	\$0	
2035	\$828,372	\$1,455,829	56.9 %	Medium	3.00 %	\$121,275	\$0	\$8,931	\$0	
2036	\$958,578	\$1,586,823	60.4 %	Medium	3.00 %	\$124,913	\$0	\$4,813	\$1,083,786	
2037	\$4,519	\$608,066	0.7 %	High	3.00 %	\$128,661	\$0	\$641	\$10,052	
2038	\$123,769	\$708,592	17.5 %	High	3.00 %	\$132,520	\$0	\$1,492	\$82,972	
2039	\$174,810	\$739,804	23.6 %	High	3.00 %	\$136,496	\$0	\$2,442	\$0	
2040	\$313,748	\$860,276	36.5 %	Medium	3.00 %	\$140,591	\$0	\$3,858	\$0	
2041	\$458,197	\$987,311	46.4 %	Medium	3.00 %	\$144,809	\$0	\$4,869	\$91,869	
2042	\$516,005	\$1,026,568	50.3 %	Medium	3.00 %	\$149,153	\$0	\$5,874	\$11,653	
2043	\$659,380	\$1,152,754	57.2 %	Medium	3.00 %	\$153,628	\$0	\$6,639	\$150,750	
2044	\$668,896	\$1,142,677	58.5 %	Medium	3.00 %	\$158,236	\$0	\$7,515	\$0	
2045	\$834,647	\$1,290,888	64.7 %	Medium	3.00 %	\$162,983	\$0	\$8,939	\$52,738	
2046	\$953,830	\$1,392,644	68.5 %	Medium	3.00 %	\$167,873	\$0	\$8,859	\$311,785	
2047	\$818,777	\$1,234,154	66.3 %	Medium	3.00 %	\$172,909	\$0	\$9,026	\$13,509	
2048	\$987,204	\$1,381,760	71.4 %	Low	3.00 %	\$178,096	\$0	\$10,252	\$111,508	
2049	\$1,064,044	\$1,436,591	74.1 %	Low	3.00 %	\$183,439	\$0	\$11,449	\$32,220	
2050	\$1,226,713	\$1,578,580	77.7 %	Low	3.00 %	\$188,943	\$0	\$13,273	\$0	
2051	\$1,428,928	\$1,761,977	81.1 %	Low	3.00 %	\$194,611	\$0	\$12,496	\$564,703	
2052	\$1,071,331	\$1,373,313	78.0 %	Low	3.00 %	\$200,449	\$0	\$11,691	\$15,660	
2053	\$1,267,811	\$1,542,708	82.2 %	Low	3.00 %	\$206,463	\$0	\$12,756	\$202,596	
2054	\$1,284,434	\$1,528,969	84.0 %	Low	3.00 %	\$212,656	\$0	\$13,972	\$0	

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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30-Year Income/Expense Detail

Report # 25863-11
No-Site-Visit

Fiscal Year	2025	2026	2027	2028	2029
Starting Reserve Balance	\$194,111	\$275,648	\$237,673	\$333,878	\$379,558
Annual Reserve Funding	\$95,040	\$97,891	\$100,828	\$103,853	\$106,968
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$2,348	\$2,566	\$2,857	\$3,566	\$4,350
Total Income	\$291,498	\$376,105	\$341,358	\$441,297	\$490,876
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$58,406	\$0
144 Perimeter Fences – Replace	\$0	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$0	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$10,146	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$0	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$32,497	\$0	\$0	\$0
170 Landscape - Refurbish	\$15,850	\$0	\$0	\$0	\$0
175 Irrigation System - Replace	\$0	\$0	\$2,387	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$0	\$0
185 Stormwater Pond - Refurbish	\$0	\$21,424	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$3,333	\$0
200 Community Monuments - Replace	\$0	\$16,480	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$0	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$57,886	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$0	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$5,092	\$0	\$0
Total Expenses	\$15,850	\$138,432	\$7,479	\$61,739	\$0
Ending Reserve Balance	\$275,648	\$237,673	\$333,878	\$379,558	\$490,876

Order: GFZX6NYYY
Address: 4541 148th St NE
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Fiscal Year	2030	2031	2032	2033	2034
Starting Reserve Balance	\$490,876	\$606,538	\$642,981	\$758,200	\$753,901
Annual Reserve Funding	\$110,177	\$113,483	\$116,887	\$120,394	\$124,006
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$5,485	\$6,245	\$7,003	\$7,557	\$8,197
Total Income	\$606,538	\$726,266	\$766,871	\$886,152	\$886,103
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$67,709	\$0
144 Perimeter Fences – Replace	\$0	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$0	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$11,761	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$0	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$0	\$0	\$0	\$0
170 Landscape - Refurbish	\$0	\$0	\$0	\$20,078	\$0
175 Irrigation System - Replace	\$0	\$0	\$2,767	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$40,600	\$0
185 Stormwater Pond - Refurbish	\$0	\$0	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$3,864	\$0
200 Community Monuments - Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$63,404	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$8,120	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$0	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$5,903	\$0	\$0
Total Expenses	\$0	\$83,285	\$8,671	\$132,251	\$0
Ending Reserve Balance	\$606,538	\$642,981	\$758,200	\$753,901	\$886,103

Order: GFZX6NYYY
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Fiscal Year	2035	2036	2037	2038	2039
Starting Reserve Balance	\$886,103	\$1,023,372	\$76,642	\$203,494	\$262,420
Annual Reserve Funding	\$127,726	\$131,558	\$135,504	\$139,569	\$143,757
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$9,543	\$5,498	\$1,400	\$2,329	\$3,358
Total Income	\$1,023,372	\$1,160,427	\$213,546	\$345,392	\$409,535
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$1,000,247	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$78,493	\$0
144 Perimeter Fences – Replace	\$0	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$30,453	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$0	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$13,635	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$0	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$0	\$0	\$0	\$0
170 Landscape - Refurbish	\$0	\$0	\$0	\$0	\$0
175 Irrigation System - Replace	\$0	\$0	\$3,208	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$0	\$0
185 Stormwater Pond - Refurbish	\$0	\$28,792	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$4,479	\$0
200 Community Monuments - Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$0	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$2,838	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$7,821	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$6,844	\$0	\$0
Total Expenses	\$0	\$1,083,786	\$10,052	\$82,972	\$0
Ending Reserve Balance	\$1,023,372	\$76,642	\$203,494	\$262,420	\$409,535

Order: GFZX6NYYY
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Fiscal Year	2040	2041	2042	2043	2044
Starting Reserve Balance	\$409,535	\$562,462	\$629,059	\$781,543	\$800,499
Annual Reserve Funding	\$148,069	\$152,511	\$157,087	\$161,799	\$166,653
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$4,858	\$5,955	\$7,050	\$7,907	\$8,879
Total Income	\$562,462	\$720,929	\$793,196	\$951,249	\$976,031
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$90,995	\$0
144 Perimeter Fences – Replace	\$0	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$0	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$15,806	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$0	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$50,628	\$0	\$0	\$0
170 Landscape - Refurbish	\$0	\$25,435	\$0	\$0	\$0
175 Irrigation System - Replace	\$0	\$0	\$3,719	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$54,563	\$0
185 Stormwater Pond - Refurbish	\$0	\$0	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$5,192	\$0
200 Community Monuments - Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$0	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$0	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$7,934	\$0	\$0
Total Expenses	\$0	\$91,869	\$11,653	\$150,750	\$0
Ending Reserve Balance	\$562,462	\$629,059	\$781,543	\$800,499	\$976,031

Order: GFZX6NYYY
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Fiscal Year	2045	2046	2047	2048	2049
Starting Reserve Balance	\$976,031	\$1,105,348	\$980,791	\$1,160,089	\$1,248,187
Annual Reserve Funding	\$171,653	\$176,802	\$182,106	\$187,570	\$193,197
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$10,402	\$10,426	\$10,700	\$12,036	\$13,348
Total Income	\$1,158,086	\$1,292,576	\$1,173,597	\$1,359,695	\$1,454,732
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$105,488	\$0
144 Perimeter Fences – Replace	\$52,738	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$120,454	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$18,324	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$0	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$0	\$0	\$0	\$0
170 Landscape - Refurbish	\$0	\$0	\$0	\$0	\$32,220
175 Irrigation System - Replace	\$0	\$0	\$4,311	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$0	\$0
185 Stormwater Pond - Refurbish	\$0	\$38,694	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$6,019	\$0
200 Community Monuments - Replace	\$0	\$29,765	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$0	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$104,549	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$0	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$9,197	\$0	\$0
Total Expenses	\$52,738	\$311,785	\$13,509	\$111,508	\$32,220
Ending Reserve Balance	\$1,105,348	\$980,791	\$1,160,089	\$1,248,187	\$1,422,512

Order: GFZX6NYYY
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Fiscal Year	2050	2051	2052	2053	2054
Starting Reserve Balance	\$1,422,512	\$1,636,795	\$1,291,690	\$1,501,099	\$1,531,102
Annual Reserve Funding	\$198,993	\$204,962	\$211,111	\$217,445	\$223,968
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$15,290	\$14,636	\$13,958	\$15,155	\$16,506
Total Income	\$1,636,795	\$1,856,393	\$1,516,759	\$1,733,698	\$1,771,577
# Component					
Inventory Appendix					
120 Asphalt – Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Seal/Stripe	\$0	\$0	\$0	\$122,290	\$0
144 Perimeter Fences – Replace	\$0	\$0	\$0	\$0	\$0
145 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
155 Pond Fencing - Replace	\$0	\$0	\$0	\$0	\$0
158 Pole Lights/Globes - Part Replace	\$0	\$21,242	\$0	\$0	\$0
160 Pole Light Assemblies - Replace	\$0	\$543,461	\$0	\$0	\$0
162 Pole Lights - Refinish	\$0	\$0	\$0	\$0	\$0
170 Landscape - Refurbish	\$0	\$0	\$0	\$0	\$0
175 Irrigation System - Replace	\$0	\$0	\$4,998	\$0	\$0
184 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$73,328	\$0
185 Stormwater Pond - Refurbish	\$0	\$0	\$0	\$0	\$0
190 Street Trees - Trim/Remove	\$0	\$0	\$0	\$6,978	\$0
200 Community Monuments - Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
210 Mailbox Structure - Refurbish	\$0	\$0	\$0	\$0	\$0
330 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
340 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
350 Soccer Goals - Replace	\$0	\$0	\$0	\$0	\$0
360 Park Benches - Part Replace	\$0	\$0	\$10,662	\$0	\$0
Total Expenses	\$0	\$564,703	\$15,660	\$202,596	\$0
Ending Reserve Balance	\$1,636,795	\$1,291,690	\$1,501,099	\$1,531,102	\$1,771,577

Order: GFZX6NYYY
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Accuracy, Limitations, and Disclosures

"The reserve study should be reviewed carefully. It may not include all common and limited common element components that will require major maintenance, repair or replacement in future years, and may not include regular transfers to a reserve account for the cost of such maintenance, repair, or replacement. The failure to include a component in a reserve study, or to provide transfers to a reserve account for a component, may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair or replacement of a reserve component." Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. Christian Colunga, company President, is a credentialed Reserve Specialist (#208). All work done by Association Reserves WA, LLC is performed under his responsible charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation. Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified. Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to: project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to, plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing. Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses. In this engagement our compensation is not contingent upon our conclusions, and our liability in any matter involving this Reserve Study is limited to our fee for services rendered.

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Terms and Definitions

BTU	British Thermal Unit (a standard unit of energy)
DIA	Diameter
GSF	Gross Square Feet (area). Equivalent to Square Feet
GSY	Gross Square Yards (area). Equivalent to Square Yards
HP	Horsepower
LF	Linear Feet (length)
Effective Age	The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.
Fully Funded Balance (FFB)	The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an association total.
Inflation	Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table.
Interest	Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary.
Percent Funded	The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.
Remaining Useful Life (RUL)	The estimated time, in years, that a common area component can be expected to continue to serve its intended function.
Useful Life (UL)	The estimated time, in years, that a common area component can be expected to serve its intended function.



Component Details

The primary purpose of the Component Details appendix is to provide the reader with the basis of our funding assumptions resulting from our research and analysis. The information presented here represents a wide range of components that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding: 1) The project is the Association's present obligation. 2) The need and schedule of a project can be reasonably anticipated. 3) The total cost of the project is material, can be estimated and includes all direct & related costs. Not all your components may have been found appropriate for reserve funding. In our judgment, the components meeting the above four criteria are shown with the Useful Life (how often the project is expected to occur), Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed "Best Cost" and "Worst Cost". There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur. Where no Useful Life, Remaining Useful Life, or pricing exists, the component was deemed inappropriate for Reserve Funding.

Inventory Appendix

Comp #: 100 Concrete - Repair/Replace**Quantity:** Walkways/Curbs/Aprons

Location: Adjacent to drives and parking areas

Funded?: No. Annual costs best handled through operating budget

History: None known

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 120 Asphalt – Resurface**Quantity:** ~ 297,000 SF

Location: Roadways, alley ways, and parking areas of association, includes Sport Court (#320)

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 30 years

Remaining Life: 11 years

Best Case: \$ 613,600

Worst Case: \$831,600

Cost Source: ARI Cost Database: Similar Project

Cost History

Comp #: 121 Asphalt - Repair/Seal/Stripe**Quantity:** ~ 297,000 SF

Location: The community roadways and parking areas.

Funded?: Yes. No historical projects funded through reserves

History: 2023 ~\$50,410 (seal coat/stripping)

Comments: Added funding based on actual total expenditures in 2023.

Useful Life: 5 years

Remaining Life: 3 years

Best Case: \$ 48,100

Worst Case: \$58,800

Cost Source: Inflated Client Cost History: \$50410
2023

Comp #: 144 Perimeter Fences – Replace**Quantity:** ~ 1,000 LF / Chain Link

Location: Within Wetland and partial community perimeter (mostly adjacent to 144th St NE)

Funded?: Yes.

History: None known

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 40 years

Remaining Life: 20 years

Best Case: \$ 21,200

Worst Case: \$37,200

Cost Source: ARI Cost Database: Similar Project

Cost History

Comp #: 145 Vinyl Fences - Replace**Quantity:** ~ 440 LF / Spit Rail

Location: Partial perimeter of property adjacent to 51st Avenue NE & 146th

Funded?: Yes.

History: No major projects known

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

NOTE: This component has been impacted by inflation.

Useful Life: 30 years

Remaining Life: 11 years

Best Case: \$ 17,600

Worst Case: \$26,400

Cost Source: ARI Cost Database: Similar Project

Cost History

Comp #: 155 Pond Fencing - Replace**Quantity:** ~ 2,220 LF / Chain Link

Location: Perimeter of stormwater ponds

Funded?: Yes.

History: Installed ~2006

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 40 years

Remaining Life: 21 years

Best Case: \$ 47,100

Worst Case: \$82,400

Cost Source: ARI Cost Database: Similar Project

Cost History

Order: GFZX6NYYY

Address: 4541 148th St NE

Order Date: 07-15-2026

Comp #: 158 Pole Lights/Globes - Part Replace**Quantity: (105) LED Fixtures/Glass**

Location: Throughout association common areas, mostly alongside roads

Funded?: Yes.

History: 2018 ~\$22,562, (95) LED fixtures

Comments: The timing of these projects were extended per request from association management; and cost inflated from the prior reserve study.

Useful Life: 5 years

Remaining Life: 1 years

Best Case: \$ 8,300

Worst Case: \$11,400

Cost Source: Inflated Vendor Estimate

Comp #: 160 Pole Light Assemblies - Replace**Quantity: (105) Metal Assemblies**

Location: Throughout association common areas, mostly alongside roads

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 45 years

Remaining Life: 26 years

Best Case: \$ 217,000

Worst Case: \$287,000

Cost Source: Budget Allowance

Comp #: 162 Pole Lights - Refinish**Quantity: (105) Painted Metal**

Location: Throughout association common areas, mostly alongside roads

Funded?: Yes.

History: None known

Comments: Remaining useful life was extended based on request from association management; cost inflated from the prior study.

Useful Life: 15 years

Remaining Life: 1 years

Best Case: \$ 28,000

Worst Case: \$35,100

Cost Source: Budget Allowance

Comp #: 164 Landscape Lights - Replace**Quantity: ~ (3) lights**

Location: Adjacent to monument at roundabout

Funded?: No. Cost projected to be too small for reserve funding

History: None known

Comments: Not funded - no changes from previous study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 170 Landscape - Refurbish**Quantity: Plantings, Shrubs, Turf**

Location: Common area open spaces throughout community

Funded?: Yes.

History: 2016 (thatching, aeration, pond maintenance, bark flower beds, removal of fallen trees & irrigation maintenance)

Comments: Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.

Useful Life: 8 years

Remaining Life: 0 years

Best Case: \$ 12,600

Worst Case: \$19,100

Cost Source: Inflated Client Cost History

Comp #: 172 Native Growth Area - Maintain**Quantity: Wooded Wetland**

Location: South portion of community (Adjacent to NE 144th St)

Funded?: No. No basis for reserve funding

History: None known

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 175 Irrigation System - Replace**Quantity: Controls, conveyance**

Location: Throughout common area landscaping

Funded?: Yes.

History: 2022 ~\$2,020, partial replacements and maintenance; Some repairs in 2017

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 5 years

Remaining Life: 2 years

Best Case: \$ 1,900

Worst Case: \$2,600

Cost Source: Inflated Client Cost History

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document for resale
HomeWiseDocs

Comp #: 182 Drainage/Stormwater Sys - Maintain**Quantity: Basins, conveyance**

Location: Common areas, hidden

Funded?: No. No predictable large scale replacement projected

History: None known

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 184 Stormwater Ponds - Refurbish**Quantity: (1) Detention Pond**

Location: Stormwater tracts adjacent to 49th Dr NE (Tracts 994, 996 and 997)

Funded?: Yes.

History: 2023 ~\$30,168 (small pond)

Comments: Remaining useful life reset, and cost adjusted based on actual project.

Useful Life: 10 years

Remaining Life: 8 years

Best Case: \$ 27,200

Worst Case: \$36,900

Cost Source: Inflated Client Cost History

Comp #: 185 Stormwater Pond - Refurbish**Quantity: (2) Ponds**

Location: Stormwater tracts adjacent to 49th Dr NE (Tracts 994, 996 and 997)

Funded?: Yes.

History: None known

Comments: Remaining useful life was extended based on request from association management; cost inflated from the prior study.

Useful Life: 10 years

Remaining Life: 1 years

Best Case: \$ 17,700

Worst Case: \$23,900

Cost Source: Inflated Vendor Estimate

Comp #: 190 Street Trees - Trim/Remove**Quantity: ~ (90) assorted trees**

Location: Trees in planter strips adjacent to roadways throughout community

Funded?: Yes.

History: 2023 ~\$2,844; 2019, reportedly completed; 2017, Tree trimming

Comments: Remaining useful life reset, and cost adjusted based on actual project.

Useful Life: 5 years

Remaining Life: 3 years

Best Case: \$ 2,600

Worst Case: \$3,500

Cost Source: Inflated Client Cost History

Comp #: 200 Community Monuments - Replace**Quantity: (3) Synthetic Stone**

Location: Main entry locations and roundabout

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 20 years

Remaining Life: 1 years

Best Case: \$ 12,300

Worst Case: \$19,700

Cost Source: Budget Allowance

Comp #: 201 Community Designations - Replace**Quantity: (3) Stone Columns**

Location: Scattered throughout community at intersections

Funded?: No. Useful life not predictable

History: None known

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 205 Mailboxes - Replace**Quantity: (18) cluster stands**

Location: Installed beneath mailbox housing near center of community at Tract 998/146th Pl. NE

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 25 years

Remaining Life: 6 years

Best Case: \$ 46,800

Worst Case: \$59,400

Cost Source: ARI Cost Database: Similar Project

Cost History

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document for resale
HomeWiseDocs

Comp #: 210 Mailbox Structure - Refurbish**Quantity: (1) Wood/Comp Shingle**

Location: House near center of community at 146th Pl. NE (Tract 998)

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 25 years

Remaining Life: 6 years

Best Case: \$ 5,400

Worst Case: \$8,200

Cost Source: ARI Cost Database: Similar Project

Cost History

Comp #: 215 Community Signage - Replace**Quantity: ~ (62) Wood/Metal**

Location: Adjacent to roadways throughout community

Funded?: No. No predictable large scale replacement projected

History: None known

Comments: Not funded- no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 320 Sports Court - Resurface**Quantity: (1) 43' x 47' / Asphalt**

Location: Park area at Tract 995

Funded?: No. Funding included within Component #120; no separate funding if necessary.

History: None known

Comments: Not funded - no changes from previous study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 325 Park Drainage - Install**Quantity: Drainage improvements**

Location: Within Play Area and Soccer Field at the park off 145th St SE

Funded?: No. One-time project for necessary improvements completed

History: 2023 ~\$29,190

Comments: Reserve funding removed as one-time project(s) for necessary improvements are reportedly complete. No basis for future projects at this time; however, may be included upon request.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 330 Basketball Equipment - Replace**Quantity: (1) metal assembly**

Location: Sports court at Tract 995 park area (145th St. NE)

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 30 years

Remaining Life: 11 years

Best Case: \$ 1,400

Worst Case: \$2,700

Cost Source: Budget Allowance

Comp #: 340 Play Equipment - Replace**Quantity: (2) Systems**

Location: Park areas at Tracts 995 and 999 (145th and 148th)

Funded?: Yes.

History: 2021 ~\$4,569, repairs

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 20 years

Remaining Life: 1 years

Best Case: \$ 42,400

Worst Case: \$70,000

Cost Source: Budget Allowance

Comp #: 341 Play Chips - Replenish**Quantity: ~ 140 Cubic Yards**

Location: Within play areas

Funded?: No. Historically handled through the operating budget

History: None known

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Order: GFZX6NYYY

Address: 4541 148th St NE

Order Date: 07-15-2026

Document for resale

HomeWiseDocs

Comp #: 350 Soccer Goals - Replace**Quantity: (2) metal assemblies**

Location: Park area at Tract 995 (145th St)

Funded?: Yes.

History: Assumed original to Construction

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 30 years

Remaining Life: 11 years

Best Case: \$ 4,100

Worst Case: \$7,200

Cost Source: Budget Allowance

Comp #: 360 Park Benches - Part Replace**Quantity: (7) Composite/Wood**

Location: Scattered throughout community, mostly at parks

Funded?: Yes.

History: 2018, select replacements

Comments: Remaining useful life was extended based on request from association management; cost inflated from the prior study.

Useful Life: 5 years

Remaining Life: 2 years

Best Case: \$ 3,900

Worst Case: \$5,700

Cost Source: Inflated Client Cost History

Comp #: 999 Reserve Study - Update**Quantity: Annual update**

Location: Common areas of association

Funded?: No. Annual costs, best handled in operational budget

History: 2024 NSV GH; 2023 WSV; 2022 NSV, 2021 NSV, 2020 WSV; 2019-2015; 2014 Full

Comments: Not funded - no changes from previous study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Rules and Regulations
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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FOX RUN HOMEOWNERS ASSOCIATION COMMUNITY RULES AND REGULATIONS

Updated July 2025

Authority and Intent

These rules are set forth pursuant to the authority conferred to the Fox Run Homeowners Association. It is the intent of these rules and regulations to augment the recorded Covenants of Fox Run Homeowners Association to the end of protecting the value and desirability of the homes within the Fox Run Community and protecting the natural beauty of the common areas, which is the purpose of the Association.

1) Good Citizenship:

- a) Quiet hours are between the hours of 10:00 pm and 8:00 am.
- b) No noxious or offensive activities shall be carried on, in or upon and the Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Lot Owners. this includes loud sound systems,
- c) Common areas are the responsibility of all homeowners. please do your part to keep our community looking the best that it can.
- d) No item shall be left in front or side yard (unless behind a fence) that is unsightly for neighbors or passersby. i.e., children's seasonal items (pools, toys), recreational items (bikes, rollerblades, strollers, scooters, basketball hoops). Personal belongings need to be stored in homes, garages, or behind yard fencing.
- e) No littering i.e.: cigarette butts, trash in any area shall be permitted.
- f) No distribution of political or other literature permitted, yard signs are limited to for-sale signs when units are listed. .

2) Park/Sports Court/Playground Area:

- a) Park shall be open between the hours of 8:00 am and 10:00 pm.
- b) In order to be considerate of the neighbors living around the park, the basketball court nor the soccer fields shall not be used before or after these hours of operation.
- c) Basketball should not be played in the streets and no personally owned basketball hoops should be kept on the streets and sidewalks.
- d) Children allowed to go to the community park by themselves are responsible for picking up after themselves. If a child is found littering or destroying property, the unit owners of the home they live in will be held responsible.

3) Garbage and Recycling:

- a) Garbage containers of any kind shall only be stored on the side of a home or in the garage.
- b) Containers cannot be put out for pick-up any earlier than the night prior to the scheduled pick-up.
- c) Containers shall be removed from the street by the end of the day on the scheduled pick-up day. If a homeowner is out of town, arrangements should be made with a neighbor.

4) Vehicles/Parking:

- a) Speed limit inside the community is 10 miles per hour.
- b) No major repairs or overhauls of vehicles will be allowed outside of a homeowner's garage. Minor maintenance, such as oil changes, is allowed in garages or on the concrete apron in front of the home's garage. Any spills, drips of vehicle engine fluids must be cleaned up.
- c) No motor vehicles exceeding one ton, recreational vehicles, mobile homes, travel trailers, tent trailers, utility

trailers, box trucks, campers, boats, boat trailers, detached campers, camper shells or other similar vehicles or equipment may be parked on any lot, common area, or street within the Property (except within garage). This does not apply to cleaning, loading, and short-term parking for no more than 24 hours.

- d) Pods to be used for moving in or out must be coordinated in advance with the management and can be allowed for a maximum of 4 days.
- e) No motor vehicles which are illegal to operate due to licensing or physical conditions shall be parked or stored on any lot or in the street. Motor vehicles, inoperable for reasons of mechanical failure, expired tabs, shall not be parked and/or stored on any lot or street. They can be parked in your garage.
- f) Non-complying vehicles will be subject to possible towing and/or other fines.
- g) No motor vehicle may be parked on any surface not originally designated for parking by the builder/developer. Surfaces designated for parking include garages, driveways, aprons, and streets. Vehicles not parked in accordance with these restrictions shall be subject to fines.
- h) When parking on the apron, the vehicle must be fully inside the concrete slab with no overhang on the sidewalk.
- i) All homeowners must make use of their garage and driveway prior to any street parking.
- j) No parking within 5 feet of a driveway.
- k) Alleyways are for egress only. No parking is allowed within 20 feet from the outer edge of any garage apron in any alleyway.
- l) Parking will be limited to the North or the east side of all streets, with exceptions – See Parking Map
- m) Alleyways are for egress of vehicles. They are NOT designated play areas for children. Alleyways must be kept clear of children's play equipment & toys.
- n) Parking violation sticker placed on vehicle for FIRST and SECOND violations. If the vehicle is found committing the same violation a THIRD time, it is grounds for immediate tow at the owner's expense.
- o) Vehicles that appear to be abandoned/inoperative/stored will be stickered and given three (3) days to move. If not moved within the three (3) days, the vehicle will be towed at owner's expense.
- p) Parking in a fire lane or against a red curb or blocking another owners driveway will result in towing, at the owner's expense, without issuance of a parking violation sticker. And rules violation fines.

5) Pets/Animals:

- a) A lot owner may keep dogs, cats and other indoor household pets.
- b) All animals shall be kept solely as domestic pets.
- c) No animals shall be kept in number and bred or maintained for commercial purposes.
- d) When not restricted to the Owners Lot, pets within the Community of Fox Run shall be leashed and accompanied by a person responsible for cleaning up animal waste.
- e) No animal shall be allowed to make an unreasonable amount of noise or become a nuisance inside or outside of the dwelling. According to city code.
- f) No animal shall be left unattended in any common area, and must be on a leash when not in a fenced yard.
- g) All pet owners must have in their possession at all times a means of removing pet waste and disposing of it properly when not in the owner's yard. Fines will be imposed if this is not done.
- h) Animals must not be allowed to excessively bark when outside of the home, even in own backyard. Consideration to neighbors must be given.
- i) No aggressive dogs
- j) are permitted in the neighborhood.
- k) The Board may at any time require the removal of any animal or cause such animal to be removed at the expense of the owner of the animal, including reasonable attorney's fees, when, in the Board's determination, the animal is disturbing other owners unreasonably. The Board may exercise this authority for specific animals even though other pets are permitted to remain.

6) Holiday Displays and Other Exterior Adornments:

- a) All holiday displays and decorations must be removed within two weeks of the end of the pertinent holiday. No displays or decorations may be installed earlier than six weeks before the pertinent holiday.

7) Fine Schedule for House Rules Violations:

- a) The first violation of the Rules and Regulations will result in a written warning.
- b) The second violation of the Rules and Regulations will result in a \$50 fine.
- c) The third violation of the Rules and Regulations will result in a \$100 fine.
- d) The fourth violation of the Rules and Regulations will result in a \$200 fine.
- e) Each subsequent violation will result in the last fine amount plus \$100 additional per notice until addressed.

Leasing A home in Fox Run

No rental cap is in place; owners can lease the homes to others. The following items are required: screening of potential occupants must be done. The lease must be for a minimum of six months and be in writing. No transient renting is allowed. A resident information form must be filed out and submitted to the management company along with a copy of the fully executed lease.

The unit owner must keep the management company informed of the unit owner's address, phone number, and email. This also applies if you decide to hire a management company. We must have the unit owner's contact information at all times. The unit owner must inform the management of any changes in occupancy.

All occupants who rent a home in Fox Run are required to obey the rules of the association. Any reports of violence, repeated police reports, theft, or damage to property of another owner or the association's property, or any illegal activity may be grounds for an eviction. The unit owner is ultimately responsible for the actions of his or her tenants.

Section 11.15.4 of the Fox Run Decorations: Tenant Eviction.

If any lessee or occupant of a Unit violates or permits the violation by his guests and invitees of any provisions of the Bylaws or of the rules and regulations of the Association, and the Board determines that such violations have been repeated the Board may give notice to the lessee or occupant of the Unit and the Owner to cease such violations. If the violation is then repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice and Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under the Declaration.

Fox Run Homeowners Association Architectural Control Guidelines and Rules

All requests must be routed through the property management company for presentation to the Fox Run Board of Directors or the Board's representative.

Failure to submit in advance may result in the Association having to require removal or changes, the costs of which must be paid by the Lot Owner.

The committee shall approve or disapprove such plans within 60 days of said submittal.

1) Lawn/Patio Ornaments:

- a) Homeowners should have respect for neighbors in choosing publicly viewable ornaments or statues. The board has the authority to request removal.

2) Water features:

- a) Backyard water features must be submitted to the board in advance of any installation & must be under five feet tall, and must not disturb proper drainage or grading.
- b) Front yard water features must be submitted to the Board or ACC for review prior to any installation.

3) Flag Poles:

- a) Stand flag poles (front or back yard) are not permitted.

4) Paint Colors:

- a) Painting must be approved colors & must be in earth tones, soft tones . Plans must be submitted to the management company & the board in advance & must include paint colors & codes and be approved prior to any work starting.

5) Air conditioning:

- a) Window air conditioning units must be removed at the end of the summer season.
- b) Central air conditioning units shall be located only on rear or side yards and not be visible from the street. Consideration to the adjacent properties should be given when selecting location for the unit, if necessary screening or landscaping is required to minimize noise or visual effects. Plans must be submitted to the management company in advance of any work.

6) Signs:

- a) Signs for solicitation are not allowed on mailboxes or any public common area. Real Estate signage is restricted to the following: one yard arm sign per listed home, one directional sign within Fox Run as per the listed home, and no window signs are allowed. Any damages to irrigation systems from sign installations will be billed back to the unit owner.

7) Basketball Poles:

- a) Backboards may not be attached to the house. Fixed freestanding backboards will not be allowed. Freestanding portable backboards are allowed but must remain on owner's property and shall not prevent owner from parking in the driveway, others from parking on the street, or pedestrians from walking on the sidewalks

Roofing:

- b) All re-roofing projects are to be done with similar material to the original. Notification to the management company in advance is required. A rolling magnet must be used to remove any stray nails from the property once completed.
- c) Exterior work on homes can only be done Monday through Friday, 8am to 5pm. All debris must be removed each day.

8) Awning:

- a) Awnings are allowed only if they are attached to a home, only in the back yard and must remain in good condition and not left unsightly.

9) Structures/Sheds/Fences/Decks:

- a) Decks/Patios: The addition of a backyard deck needs ACC and Board approval. The addition of concrete needs ACC and Board approval. Full submission to the management company is required in advance, please include a drawing of the change's, materials, colors of final product. Licensed insured contractors should always be used for each owner's protection. Consideration to neighbors must be given.
- b) No storage, buildings or sheds, whether prefabricated metal or any other construction whatsoever, whether permanent or temporary, shall be moved, placed, assembled, constructed or otherwise maintained on any lot unless approved by the Architectural Control Committee.
- c) No structure shall be constructed or caused to be constructed on any lot unless the plans for the structure have been approved in writing by the Architectural Control Committee.
- d) This includes any building, fence, wall, or other structure or exterior addition, change, or alteration to it that is to be commenced or erected upon a lot; including parking bays, new roofs or siding materials, sheds, garages, play structures, decks, and any other item that would be visible from the street.

10) Landscaping/Front Yard/Back Yard

- a) All trees that will have a fully grown, mature growth of over six feet must be approved by the ACC and Board.
- b) Planting between properties: shrubs under three feet in height and two feet in width are acceptable. Plantings may not encroach on neighbor's property. Planting of any trees needs approval from the ACC and Board. Between property tree requests need to originate from both properties.
- c) Creating new planting beds: when removing grass, approval from the ACC and Board is required. 'Rounding off corners' applications will be expedited when submitted and when project is less than nine square feet. Creating raised planting beds around existing beds is acceptable when planting bed is not higher than front patio height.
- d) Planting in existing beds: the addition of flowers is permitted without ACC approval. Planting beds must be maintained and proper containing of invasive plants must be considered.
- e) Trees of any kind need approval from the ACC and Board when planted in the front yard.
- f) Widening of Driveway: Driveways may be widened with pavers, stones, or matching aggregate by no more than 18 inches on each side. Concrete must be approved by the ACC and Board.
- g) Walkways to side of property: the addition of walkways must not interfere with proper grading or obstruct proper drainage. Concrete must be approved by the ACC and Board.
- h) All exterior modifications to a yard require approval by the ACC prior to starting any work.
- i) Backyards are not to be used as a storage area (unless items are located within ACC approved shed) i.e. lawn mowers, freezers, coolers, anything unsightly for the neighbors to look at.
- j) Back yards are to be maintained and not become unsightly.

11) Fine Schedule for Architectural Violations:

- a) The first violation of any architectural rule will result in a written warning.
- b) Unresolved architectural violations after 30 days from the first warning - \$50 fine.
- c) Unresolved architectural violations after 60 days from the first warning - \$100 fine.
- d) Unresolved architectural violations after 90 days from the first warning - \$200 fine.
- e) Subsequent violation every 30 days after the 90 days from the first warning will result in a \$200 fine.

Rules and Regulations
Meadows at Marysville Master Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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The Meadows in Marysville Master Association Rules & Regulations Handbook

REVISED July 2020



Order: GFZX6NYYY
Address: 4541 148th St NE
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I. Introduction

- A. When the Meadows in Marysville Master Condominium Association was established, a formal Declaration of Condominium and Bylaws were written and recorded in the Snohomish County Recorder of Deeds' office as a permanent record providing the guidelines under which the Meadows in Marysville operates. Owners receive a copy of this Declaration which contains the Bylaws when they purchase their Unit. All Owners are bound to the provisions of the Declaration and Bylaws.
- B. The Declaration provides that the Board may adopt Rules and Regulations to augment the provisions of the Declaration to provide comfortable surroundings, appreciating property value, and the orderly administration of the Association.
- C. All rules, regulations, restrictions, and covenants contained in the Declaration and Bylaws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in this document. To the extent that the provisions of applicable law, the Declaration, Bylaws, or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declarations, the Bylaws, and the Regulations, in that order. In other words, a violation of the Declaration or Bylaws or the failure to comply with an order of the Board shall be deemed to be a violation of these Rules and Regulations and subject to the enforcement provisions contained in them.
- D. These Rules and Regulations are binding on all Unit Owners, residents, their families, and guests. Exceptions to the Rules and Regulations may be only in writing, signed by the Board or its duly authorized agents following a written request by a Unit Owner. All references in the Rules and Regulations to Unit Owners, residents and tenants are interchangeable and each shall be jointly and severally liable and responsible for actions or violations.

II. Definitions

- A. **Summary** - If a term is used in the Rules and Regulations which is not defined anywhere here, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Declaration, the Bylaws or in the common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found. Other definitions which are specific to a particular Rule are contained within that Rule.
 - 1. **Act** - The Washington State Condominium Act, RCW 64.34.
 - 2. **Assessment or Monthly Maintenance Assessment** - any amount which the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments and charges or expenses or assessments, which are levied pursuant to the Declaration, Bylaws or the Rules and Regulations.
 - 3. **Association** - The Meadows in Marysville Master Association.
 - 4. **Board** - The Board of Directors of the Meadows in Marysville Master Association.
 - 5. **Bylaws** - The Bylaws of the Meadows in Marysville Master Association and as properly amended from time to time subsequently.
 - 6. **Common Elements or Common Property** - The common elements defined in the Declaration.
 - 7. **Declaration** - The Declaration of Covenants, Conditions and Restrictions of the Meadows in Marysville Master Association which was recorded in the Office of the Recorder of Deeds of Snohomish County, and as properly amended from time to time subsequently.
 - 8. **Limited Common Element** - A portion of the common elements: reserved for the use of a certain Unit or Units to the exclusion of other Units. The balconies, door stoops, porches, porch lights, windows, window boxes, and window frames, entrance door, storm doors, patio doors, garage doors, soil stacks, chimneys, and furnace flues and any improvement or alteration to the Common Elements by a Unit Owner or resident, appurtenant to one or more Units are limited common

elements of such Unit or Units, consisting of the exclusive right of the Owner of such Unit or Units to use those Limited Common Elements. The cost of maintenance, repairs, or replacements of the Limited Common Elements may be assessed in whole or in part to the Unit to which the limited common element is assigned. Further, the Board may direct the Owners in their name and accounts, to arrange for maintenance, repairs and replacements of the Limited Common Elements and to pay the cost of them, and procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the property from all mechanic's or material men's lien claims that may arise from them. All such maintenance, repairs and replacements shall be in conformity with rules adopted by the Board.

9. **Manager or Management Firm or Managing Agent** - the person or entity, if any, which has been employed by the Association to manage the day to day administration of the property in the manner directed by the Board.
10. **Owner or Unit Owner** - the person or persons whose estates or interests individually or collectively aggregate fee simple absolute Ownership of a Unit.
11. **Property** - all the real property against which the Declaration has been recorded, including any improvements on it.
12. **Resident** - any person who resides on the property, including families of Unit Owners and tenant or tenants of Unit Owner(s) and including a Unit Owner if the context so indicates.
13. **Rules or Rules and Regulations** - the Rules and Regulations of the Association, as adopted pursuant to the powers available to the Board and the Association.
14. **Unit** - a part of a single condominium including one or more rooms occupying one or more floors or parts of a floor, designed or intended for independent use as a single-family dwelling and delineated on the plat attached to the Deed of Condominium with respect to the single condominium.

III. Property Management Companies

Fox Run Association

Condominium Management

PO Box 3080
Bellevue, WA 98009-3080
Courtney Griffith, Community Manager
360-217-8925
cgriffith@condohoa.net
www.condominium-management.com

Deerfield Association

Self-Managed

Brett Otto
(425) 330-1118
deerfield.hoa.msvl@gmail.com

Noreen LLC

Impact Property Management

9506 4th St. NE Suite #101
Lake Stevens, WA 98258
425-334-6361
info@impactpropertymgmt.com

Hawkstone Association and Master Board

Condominium Management

PO Box 3080
Bellevue, WA 98009-3080
Courtney Griffith, Community Manager
360-217-8925
cgriffith@condohoa.net
www.condominium-management.com

McKendree Park Association

Conwell & Associates

1242 State Ave. Suite I #263
Marysville, WA 98270
360-654-9717
cconwell@conwellassociatesinc.com

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

IV. Exterior maintenance/ Street appearance

A. Summary - Each individual owners/tenant shall be obligated to provide exterior maintenance on their own lot. The primary goal is to maintain the street appearance of each house, keeping our neighborhood neat and well maintained, as well as safe and healthy. The Board has the power and duty to maintain, repair, replace, and operate the Condominium property, in the exercise of its sole discretion. No homeowner shall do any work which would jeopardize the soundness or safety of the property or impair any easement.

B. Common Property

1. All toys, recreation equipment, bicycles, and similar items must be removed from the common elements by sunset and stored either in the garage or neatly on the front stoop or balcony. Care should be taken to prevent accidents involving toys or other items on the sidewalk or asphalt areas.
2. Clothing, sheets, blankets, laundry, and similar objects shall not be hung out or exposed on stoops, balconies, or other common property.
3. Unit Owners are responsible for their family members, tenants, guests, invitees, and pets and their activities. Any common property (including sod) damaged by the neglect or abuse of a Unit Owner, family member, tenant, guest, invitee, or pet shall be repaired at the expense of the responsible Unit Owner.
4. Garbage, recycle containers, or any yard or household items may not be visible from the street. These items are to be maintained in the garage or behind fences. The garbage and recycle containers are to go out no earlier 6:00 PM on Sunday evening, and stored properly no later than 6:00 PM the next day, Monday.

C. Yard Maintenance

1. Regardless of your association's landscape contract, every home owner and tenant must maintain the yards and flower beds. Lawns must be mowed regularly. Garden beds must be weeded regularly so as to be generally neat and clean in appearance.
2. Trash, yard debris and other debris are to be removed on a regular basis. It is important to not attract pests and rodents.
3. Driveways and walkways must be maintained, including removing weeds from sidewalks in front of the property.

D. Home Exterior Maintenance

1. Paint and/or stain on each structure (house, fence, deck, etc.) must be harmonious in color, and without significant fading, cracking, or peeling.
 - a. In general it is expected that house colors shall be consistent with the neighborhood, avoiding 'loud' or 'shocking' colors. Colors must be approved by the Architectural Control Committee, prior to painting if a change of the current paint color is desired.
2. Roofs and gutters must be maintained and kept free from moss, debris and growth.
3. House numbers should be visible from the street.

E. Holiday and Seasonal Decorations

1. Christmas lights and other holiday displays must be removed from view within thirty (30) days following the holiday occurrence and must not be displayed earlier than forty-five (45) days prior to the holiday.
2. Displays of support for a Sport team must be removed from view within thirty (30) days following the end of the particular sport season. These must not be displayed earlier than (45) days prior to the sport season.

F. Signs

1. No sign of any kind shall be displayed to the public view on or from any Unit or Common or Limited Common Element without the prior consent of the Board.
2. Exception to the rules for signs include a sign no larger than three (3) square feet and advertising a unit for sale or for rent are allowed to be placed on the structure within a Unit or on a sign in the yard of the Unit.

V. Vehicles and Parking Rules

A. Summary - Parking of operable motor vehicles only is allowed in the Meadows in Marysville. Storage of equipment or materials in the garage which preclude the parking of an operable motor vehicle is not allowed. The Board may require removal (at the owner's expense) of any inoperable vehicle or other personal property stored in parking spaces. If not removed, the Board can have the property removed at the owner's expense.

1. Inoperable vehicles can be (but not limited to):
 - a. Any vehicle which is not highway operable due to a physical condition, i.e. broken down motor, flat tire, broken lights, broken glass.
 - b. A vehicle with expired license tabs.
 - c. A vehicle abandoned for more than 10 days.
 - d. Junk vehicles.
2. Automobile Repairs: Minor vehicle repairs (oil changing, tire changing, etc.) are allowed; however, major repairs (engine overhaul, transmission repair, brake replacement, rear end repairs, etc.) are not allowed. Any damage, including oil spills, to the street or common area will be the sole responsibility of the resident or homeowner. Toxic fluids from vehicles, such as anti-freeze, may not be discharged in the sewer or drainage systems. Cleanup will be at the resident or homeowner's expense.
3. Unit Owners and residents are responsible for their own and their guests' vehicles while they are on the premises. This includes any commercial vehicles on the property for the purpose of providing a service to any resident. Unit Owners and residents are personally liable for any damage to the premises caused by their own or guests' vehicles. Unit Owners have ultimate liability for any damage caused to the common elements by their own, their guests' or their tenants' vehicles.

B. Recreational Vehicles

1. The visible long-term parking or storage of recreational vehicles (RVs) within The Meadows in Marysville is strictly prohibited. Recreational vehicle is defined as any trailer, utility trailer, boat, motor home, recreational vehicle, camper, or any recreational vehicle or trailer used for recreational purposes.
 - a. Residents may park a RV on their property, for a period not to exceed 48 hours for the purpose of loading/unloading, and/or cleaning. No permit will be required.
 - b. Total time period shall not exceed seven (7) days per quarter.
 - c. Request for exceptions must be submitted in writing to the Homeowners Association Board.

C. Speed Limit

1. The maximum speed limit in our community is 15 mph. All drivers must be aware of the safety of children in the neighborhood and near the parks. The resident of any unit with a vehicle belonging to or visiting that is determined to be driving in excess of the 15 mph speed limit will result in notices and fines to the resident per the fine schedule described in section XII paragraph C.

D. Parking Rules

1. All homeowners/tenants must make use of their garage and driveway prior to parking on the street. Our CC&R's require a minimum of two (2) parking spaces per residential unit is required to be maintained for parking of operable motor vehicles at all times. Storage of equipment or materials in the garage which preclude the parking of an operable motor vehicle is not allowed. The Board can require removal, at the owner's expense, of any inoperable vehicle or other personal property stored in the garage that is taking up one of the two required parking spaces when an owner/tenant is parking on the street.
 - a. **All alleys are NO PARKING zones.**
 - b. Parking is allowed on the driveway bib providing the entire vehicle fits on the bib and does not protrude into the alley.
 - c. No parking within 15 feet of a fire hydrant.
 - d. No parking within 20 feet of a crosswalk.
 - e. No parking within 20 feet of any corner
 - f. No parking in front of a private driveway or within 5 feet of neighbor's driveway, to allow for backing up.
 - g. No parking on sidewalks or street planting strips. No parking in any place where signs or painted street indicate NO PARKING.
 - h. No parking within 10 feet of either side of the mail boxes.
 - i. It is a violation to park more than 12 inches from the curb.
 - j. Where parking is permitted, cars must be parked in the direction of traffic.
 - k. No parking within any fire zone or fire exit.
 - l. Any vehicle that does not have a current vehicle license is subject to towing.
 - m. Vehicles may not be parked on the street, in the same place, for more than 72 hours.

DI. Infractions

Parking infractions will be processed as follows:

1. Parking violation sticker placed on vehicle. This is considered a warning and 7 days notice to tow at owners expense.
2. Violations must be corrected within 7 days of receipt of the parking violation sticker to complete the corrective action. If corrective action is not taken within 7 days of the warning notice, the vehicle will be impounded at the vehicle owners expense.
3. If the infraction is corrected no further action shall be taken unless the same infraction is committed within 120 days, then it shall be treated as if the infraction was not corrected and will proceed with towing at the vehicle owners expense as well as a fine.
4. Parking infractions presenting an immediate safety issue (parking in front of a fire hydrant, a fire zone, cross walks, at intersection corners too close to an intersection), and blocking another residents driveway may result in immediate towing at vehicles owners expense as well as a fine.
5. Failure to comply with the above rules of this section is a violation of the Rules and Regulations and will result in fines to the homeowner per the fine schedule described in section XII paragraph C for repeat offenses, as well as impounding the vehicle in violation.
6. Any vehicle impounded or towed will be done so the expense of the owner of the vehicle.

VI. ARCHITECTURAL CONTROL

A. Summary - No building shall be erected, placed or altered on any lot (residential or nonresidential) on the property until the building plans, specifications, and plot plan showing the nature, kind, shape, height, materials and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision.

B. Architectural Control Categories

1. Paint – All homeowners who wish to change existing exterior color, must submit color schemes to the Master Board, Architectural Control Committee for approval prior to the work commencing.
2. Fencing – Fencing material and plans must maintain the same features and look as existing fences.
3. Roofs – Roofing material must be replaced with what is currently used on the home.
4. Remodeling or Other changes - For any significant changes to the street appearance or 'footprint' of the home (including additions, decks, patios, siding, or landscaping), plans and a description of materials to be used must be submitted to the Architectural Control Committee for approval prior to the work commencing. The homeowner is solely responsible for determining whether a County permit is required and for compliance with all governmental permitting and construction requirements.
5. Other Structures – On any other structure (such as sheds, garages, carports) construction plans and a description of materials and colors to be used must be submitted to the Architectural Control Committee or Master Board for approval prior to the work commencing. It is expected that any structure will be consistent with the current look of the neighborhood.

*** At the Board's discretion, legal action may be taken against the violating homeowner at any point once a violation has been confirmed. Additional fines may continue to be assessed while the legal action is in process if the homeowner continues to violate the declaration. All legal expenses associated with the enforcement of this declaration are recoverable from the violating homeowner. ***

C. Infractions - Once a homeowner has committed a violation by not obtaining a written approval from the Architectural Control Committee/Master Board prior to the commencement of work and has been notified in writing of such, it may result in the homeowner being assessed fines and:

1. Repaint their home with approved color schemes.
2. Remove fencing in its entirety from the property.
3. Redo the remodel or change in such a way that the home/property's appearance is consistent with the community.

VII. ANIMALS-PETS

A. Summary - Domestic household pets, such as dogs and cats, may be kept by the unit owners provided that the keeping of the pets shall be subject to such reasonable rules and regulations as the Board may from time to time adopt and in accordance with the Declaration.

1. All pet owners are financially responsible for any damages caused by their pets, including but not limited to, grass, bark, shrubs and common areas.
2. All pets on the premises must be properly licensed per local law.
3. All dogs and cats must be properly immunized.
4. Pets must be on a leash, carried, or caged while outside the units. No pets shall be left free to roam, and no pets shall be tethered outside the unit in any common or limited common areas.

B. Excessive Noise

1. Pet owners shall control pet noise so as not to disturb other residents.
2. Repeated and/or regular excessive barking, or other noises, by a resident's pet(s) may be considered to be reasonably objectionable by neighbors. Dog owners will take all necessary steps to limit noise generated by their pets which could interfere with neighbors' quiet enjoyment of their homes and properties. Failure of a home owner/resident to comply may result in the imposition of fines and the complaint may be referred to Animal Control.

C. Scooping

1. It is the responsibility of each Meadows in Marysville resident to properly dispose of the fecal waste produced by their pet(s).
2. While the pet is on the resident's property, the resident must collect and dispose of any fecal waste generated by the pet in a timely manner so that neither the aroma nor the appearance is offensive to other Meadows in Marysville residents.
3. While the pet is off of the resident's property and within the common residential area or parks, the resident is responsible for the immediate clean-up of their pet's fecal droppings. Each resident must carry with them some type of device (plastic bags, pooper-scooper, shovel, etc.) for cleaning up after their pet. Leaving the site of the dropping without collecting the fecal matter is a violation of this rule whether on another homeowner's property, park, or on a Meadows in Marysville sidewalk.
4. Poop and Scoop. If a resident pet owner is not compliant, the pet waste will be removed at the Owner's expense. Additional fines will be assessed.

D. Infractions

1. Failure to comply with these Rules and Regulations could result in the homeowner being fined.

Residents may document such incidents and file a complaint with the Management Company and the Homeowner's Board. With most telephones having the capability of taking pictures, residents are encouraged to document the offense with a photo of the offender. It is also encouraged to request to see the equipment/bag on a person walking their dog(s) if it is not visible. If no bag is on the person, please report this as well. The Meadows in Marysville Master Board will follow the guidance of The City of Marysville:

0.4.210 Trespassing dogs and cats prohibited – Requirement to remove fecal matter.

It is a civil infraction to fail to remove fecal matter deposited by an animal on the property of another before the owner and/or said animal leave the immediate area in which the fecal matter was deposited.

It is a civil infraction for a person to fail to have in his or her possession the equipment necessary to remove fecal matter deposited by an animal when on public property or a public right-of-way. (Ord. 2404 § 1, 2002; Ord. 2013 § 21, 1995).

2. The board may at any time require the removal of any animal at the owner's expense that it finds is disturbing other owners unreasonably, in the Board's determination, and may exercise the authority for specific animals even though other animals are permitted to remain.

VIII. COMMERCIAL AND BUSINESS USE OF PROPERTY**A. Summary** - Commercial and Business Use of Property is restricted. Commercial development and

business use of any property is absolutely prohibited. Home-based businesses are subject to the approval of the Board of the Homeowners Association. The Board may adopt Rules and Regulations or policies from time to time which provide guidance or parameters for members regarding such home-based business' factors and requirements and those aspects of business use which are not acceptable. Restrictions can be placed on the type of business, the size and number of vehicles, as well as materials or supplies. The goal is to prevent activities which are or may become an annoyance or nuisance to the neighborhood."

B. Commercial property

1. Using any property as a store, shop, warehouse, etc. rather than using it as a residence is prohibited. Our community is zoned, by Snohomish County, as a residential neighborhood.

C. In-Home Businesses

1. Any resident currently operating or planning to operate an in-home business from a property in the Meadows in Marysville must notify the Board and obtain approval. The request should be submitted in writing and include the following information:
 - a. Name of property owner, owner and name of the business as well as the type of business.
 - b. Number of customers and how those customers are served.
 - c. Number of vehicles, including delivery trucks and customers that can be expected and the times of day they are expected.
 - d. Amount and types of products to be stored on the property and where on the property they are to be stored.
 - e. Approx. square footage of the home and square footage to be occupied by the business.
2. The operation of any auto repair business within The Meadows in Marysville is prohibited.
3. No commercial vehicle over 7500 lbs GVW may be parked in a driveway or on the street between 6 p.m.-6 a.m. within Meadows in Marysville, even if the owner of the vehicle resides there.
4. No signs may be posted identifying or advertising the in-home business.
5. The Board may revoke permission for any in-home business if it becomes nuisance to the neighbors and community or the information provided for approval proves to be inaccurate.
6. Any resident may file a complaint regarding an in-home business, asking the Board to consider revoking permission for its operation.

D. Infractions

1. Failure to comply with the above rules of this section is a violation of the Rules and Regulations and the homeowner may be fined. The Board may impose fines on the homeowner for repeat offenses, as well as notify the appropriate zoning or licensing agencies.

IX. OFFENDING CONDUCT

A. Noise - All residents and guests of the Meadows in Marysville are expected to refrain from making or allowing noise on and from their property that adversely impacts the quiet enjoyment by neighbors of their properties, which shall include without limitation compliance with City of Marysville Ordinances regarding noise levels of music, etc. The Board may impose fines on the homeowners for repeat offenses.

1. Quiet hours are defined as 10:00 p.m. – 8:00 a.m., all week.
2. Meadows community park quiet hours are defined as 8 p.m. – 8:00 a.m. Sunday thru Thursday, and 10:00 p.m. – 8:00 a.m. on Fridays and Saturday
3. The use of fireworks must comply with the City of Marysville Laws:
4. Current City of Marysville laws BAN ALL Fireworks.
5. Racing or revving of motor vehicles or other engines will not be permitted.

The City of Marysville ordinance reads as follows:

6.76.060 Public nuisance and disturbance noises.

It is unlawful for any person to cause, or for any person in possession of property to allow to originate from said property, sound that is a public nuisance. The following sources of sound are defined to be public nuisances, except to the extent that they may be specifically exempted by other provisions of this chapter:

- (1) Frequent, repetitive or continuous noise made by any animal which unreasonably disturbs or interferes with peace, comfort and repose of property owners or possessors, except that such sounds shall be exempt when originating from lawfully operated animal shelters, kennels, pet shops, and veterinary clinics;*
- (2) The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;*
- (3) The creation of frequent, repetitive or continuous noise in connection with the starting, operation, repair, rebuilding, or testing of any motor vehicle, motorcycle, off-highway vehicle, or internal combustion engine within Class A EDNA, so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property;*
- (4) Yelling, shouting, hooting, whistling or singing on or near the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time and place so as to unreasonably disturb or interfere with peace, comfort and repose of owners or possessors of real property;*
- (5) The use of a sound amplifier or other device capable of producing or reproducing amplified sound on public streets for the purpose of commercial advertising or sales or for attracting the attention of the public to any vehicle, structure or property or the contents therein, except that vendors whose sole method of selling is from a moving vehicle shall be exempt from this subsection;*
- (6) The making of any loud and raucous noise which unreasonably interferes with the use of any school, church, hospital, sanitarium, nursing or convalescent facility;*
- (7) The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment, or condominium which unreasonably interferes with the peace, comfort and repose of owners or possessors of real property, such as sounds from musical instruments, audio sound systems, band sessions, or social gatherings;*
- (8) Sound from motor vehicle audio systems, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than 75 feet from the source, and if not operated upon the property of the operator;*
- (9) Sound from audio equipment, radios and compact disc players, operated at a volume so as to be audible greater than 75 feet from the source, and if not operated upon the property of the operator; and*

6.76.070 Motor vehicle noise levels.

(1) Noise Standards; Violations. No person shall operate any motor vehicle or any combination of such vehicles upon any public highway in violation of standards specified in WAC [173-62-060\(1\)](#) through (4), which section is hereby adopted by reference. For purposes of this chapter, "public highway" means the entire width between the boundary lines of every road, street, alley, lane, boulevard, parking lot, and every way or place in the city, whether publicly or privately maintained, when any part thereof is open at any time to the use of the public for purposes of vehicular traffic.

**** Board can take enforcement action against repeat noise offenders even if their conduct does not fall within the cited ordinances. ****

B. Harassment/ Violent behavior

1. Members and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors.

2. In such cases where a resident or guest of the Meadows in Marysville is engaging in conduct which threatens, intimidates or unreasonably annoys a neighbor or neighbors and adversely effects the neighbors and/or the neighborhood or community welfare, residents are encouraged to contact the Marysville Police. Behavior which includes but is not limited to profane, intimidating, vandalism, and/or abusive physical or verbal conduct directed at or which affects a neighbor or neighbors should not be tolerated. Residents may also request that, and Residents may document such behavior and records of complaints and file a complaint with the Board of the Homeowners Association. The Board has the option to recommend further involvement of law enforcement, legal action by the victim(s), or impose fines on the homeowner. However, it is not the responsibility of the Board to resolve conflicts between neighbors. The intention behind this Rule is to prevent or stop unreasonably offensive conduct which adversely affects a neighbor or neighbors, is not an isolated incident, and has an adverse impact on surrounding neighbors. It is recognized in a civilized society that such conduct adversely affects the safety and welfare of the neighborhood and community at large.

X. RENTAL/LEASING OF THE MEADOWS IN MARYSVILLE PROPERTY

A. Summary - By Resolution by the Board of Directors on September 13, 2014; The Board prohibits the renting or leasing of any unit in The Meadows in Marysville for any time period less than (6) months.

B. Identification of Renters

1. The homeowner must provide the HOA or Property Management Company with the name and contact information for the renter(s). This must be done within 30 days of the renter moving into the property and it must be done every time the renter changes.
2. It is the responsibility of the Home Owner to provide the renter a copy of the Rules and Regulations and the CC&Rs.

C. Compliance with CC&Rs

1. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration and the Bylaws and Rules and Regulations of the Meadows in Marysville Master Associations.

D. FINES and LATE FEES

A. Beginning August 1, 2020, if a quarterly payment is not received within 30 days of the billing date, the late fee will be \$100/month.

B. Summary - The Association, and each owner and/or contract purchaser of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration"

C. Warning letters

1. Any homeowner/resident committing an infraction will be notified in writing of the infraction, the expected corrective actions, as well as a timeline or deadline for completing the corrective action. The letter will also notify the homeowner/resident if any fines are being instituted for the infraction.
2. Any homeowner/resident or visitor committing a parking infraction will be notified by either a Reminder Ticket on the vehicle window and/or a written infraction.
3. Fines may be instituted subject to the procedures set forth in these Rules.
4. The Homeowner can contact the Board to explain any extenuating circumstances and seek assistance.

C. Fines

1. Any infraction of the rules and regulations after the first Warning Letter to be processed as follows:
 - a. First violation: \$50.00
 - b. Second violation: \$100.00
 - c. Third violation: \$500.00
2. The homeowner has 14 days from receipt of the first letter to complete the corrective action. The fine must be paid within 30 days of the receipt of the fine letter.
3. If the infraction is corrected no further action shall be taken unless the same infraction is committed within 120 days, then it shall be treated as if the infraction was not corrected, and the first violation fine of \$50.00 will be issued.
4. If any unpaid fines remain outstanding after the resolution of the infraction, the assessment or adjudication more than 90 days, interest shall commence at the current published interest rate on the unpaid balance per month. If the fines remain unpaid, the Meadows in Marysville Homeowner Association may commence the filing of a lien for all outstanding fines and any unpaid assessments as of that date and if necessary seek foreclosure relief on the lien. All associated costs and attorney's fees will be assessed to the offending homeowner as provided in the CC&R.
5. At the Board's discretion, legal action may be taken against the violating homeowner at any time after a compliance deadline is given to owner, and nothing in these Rules is intended to waive or otherwise modify the Association's legal right(s) to take other enforcement measures in order to secure or achieve compliance.
6. Remedies for Failure to Maintain/Right of Association to Perform Maintenance: If any Lot Owner shall fail to properly maintain his Lot or the exterior of his home located thereon, or fails to maintain the Lot and the exterior of the home in the same condition as a reasonably prudent homeowner and in keeping with the overall standards of the community, or in a manner which preserves the drainage for other Lots, the Association shall notify the Lot Owner in writing of the maintenance required. If the maintenance is not performed within thirty (30) days of the date notice is delivered, or within such other reasonable time period given by the Association based on the nature of the maintenance required, the Association shall have the right to go on Owner's property and conduct and provide such maintenance, and to levy an assessment against the non-performing Lot Owner and his Lot for the cost of providing the maintenance. The assessment shall constitute a personal obligation of the Lot Owner and also a lien against the Lot owned by the non-performing Lot Owner and may be collected and foreclosed upon in the same manner as any other delinquent regular or special assessment. The Association shall have all remedies for collection as provided in its Declaration as if the costs constituted an assessment. In the event that emergency repairs are needed to correct a condition on a Lot which poses a substantial risk of injury or significant property damage to others, the Association may immediately perform such repairs as may be necessary after the Association has attempted to give notice to the Lot Owner of the repairs necessary. Such notice in emergency circumstances shall be sufficient if attempted verbally or in writing immediately prior to the Association's undertaking the necessary repairs. Emergency repairs performed by the Association, if not paid for by the Lot Owner, may be collected by the Association in the manner provided for herein notwithstanding the failure of the Association to give the Lot Owner the thirty (30) day notice.

D. Rule Enforceability

1. If any portion of these Rules and Regulations is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions of the Rules and Regulations.
2. The decision to not enforce or failure to enforce any Rule and Regulation does not negate the enforceability of the Rules and Regulation nor does it prevent future enforcement of the Rules and Regulations and imposition of fines.

Order: GFZX6NYYY
 Address: 4541 148th St NE
 Order Date: 07-15-2026
 Document not for resale
 HomeWiseDocs

XII. APPEAL PROCESS

A. Summary - Any homeowner determined by the Board to be in violation of any of the Meadows in Marysville Homeowners Associations Bylaws, CC&Rs or Rules and Regulations may request a hearing to offer a defense to the finding of violations and/or the imposition of fines.

B. Hearing Request Procedure

1. The Homeowner must complete a written Request of Appeal which shall be sent to the Property Management Company.
 - a. Homeowner's Name and address
 - b. Homeowner's reason and basis for an appeal
 - c. Homeowner shall present a copy of all supporting documentation
 - d. Homeowner shall present the names of any attending attorneys, witnesses or other collaborating guests.
 - e. Homeowner shall sign and date Request for Appeal.

C. Hearing Procedure

1. The Board President will assemble a minimum of two of the current members of the Meadows in Marysville' Board and one non-Board member homeowner to act as a Review Board within seven (7) calendar days following receipt of a complete written Request for Appeal. In the event that there is no non-Board member available, the 3rd member of the Review Board will be a third Board Member.
2. The appealing homeowner shall so be advised of the receipt of the Request of Appeal. The Review Board will, within ten (10) calendar days following the formation of the Review Board, send written notice to owner of the hearing date, which will take place on an evening, time and location to be determined by the Review Board.
3. The Review Board will permit the appealing homeowner up to thirty minutes to explain the circumstances of the appeal and provide grounds as to why the violation and fine should be waived, reduced or cancelled.
4. The Review Board, at the conclusion of the presentation, will adjourn to review the circumstances of the Request of Appeal as presented.
5. The Review Board will send a written notice to the homeowner as to the Review Board's decision within seven (7) calendar days after the hearing takes place.
6. The Review Board, if finding in favor of the appealing homeowner shall advise the homeowner as to whether the fines imposed are reduced, modify or waived. Any adjustment(s) shall reflect on the homeowner's account the following month.
7. If the Review Board determines the explanation was inadequate to justify a reduction, modification or waiver of the violation and/or fines, the fines must be paid in full even if the offending cause has been removed or corrected.

XIII. USE OF PARKS AND COMMON ELEMENTS

A. Summary - The Meadows in Marysville owns 2 parks for recreational use, these are considered common properties. These areas are maintained by the HOA. All CC&Rs as well as Rules and Regulations apply to the common properties. In addition, the following rules have been adapted by the Board of Trustees for use of the parks.

B. Use by residents

1. All common properties may be used by any Meadows in Marysville homeowner or resident, as well as accompanied guests. All other persons are trespassing.

C. Park hours

1. Parks are open daily for use from sunrise to sunset. From sunset to sunrise they are **CLOSED**, and anyone in the parks is trespassing on the property. No drugs or alcohol (of any type) may be consumed or used in the PARK properties.

D. Litter and Vandalism

1. It is the responsibility of the owner/residents to remove all garbage brought to the parks. Littering and vandalism are considered property damage. This is not tolerated in the parks/common properties. Violators will be prosecuted as allowed by local laws.

E. Fireworks

1. The use of fireworks must comply with the City of Marysville Ordinance:

Chapter 9.20 FIREWORKS**9.20.020 Possession, use, sale, and discharge of fireworks unlawful.**

(1) It is unlawful for any person to possess, use, sell, transfer, discharge, ignite, or explode any fireworks within the city; provided, that this prohibition shall not apply to the following activities, when authorized by a state license and city permit:

(a) Duly authorized public displays, as provided in Chapter 70.77 RCW; and

(b) Duly authorized use by religious organizations or private organizations or persons for religious or other specific purposes on an approved date and in an approved location, as provided in RCW 70.77.311, and authorized by the Marysville fire marshal.

(2) Trick and novelty devices, as defined by state law, are not fireworks for the purposes of this chapter.

(3) This chapter does not prohibit the use of torpedoes, flares, or fuses by motor vehicles, railroads, or other transportation agencies for signal purposes or illumination or for use in forest protection activities. (Ord. 3014 § 1 (Exh. A), 2016).

9.20.120 Penalties for violations.

(1) Any person possessing, using, discharging, igniting, or exploding any consumer firework in violation of this chapter has committed a civil infraction.

(a) For a period of 365 days after the effective date of the ordinance codified in this chapter, a violation of this subsection shall be a Class 3 civil infraction.

(b) For the period beginning on the three-hundred-sixty-sixth day after the effective date of the ordinance codified in this chapter until the seven-hundred-thirtieth day after the effective date of the ordinance codified in this chapter, a violation of this subsection shall be a Class 2 civil infraction.

(c) Beginning on the seven-hundred-thirty-first day after the effective date of the ordinance codified in this chapter, a violation of this subsection shall be a Class 1 civil infraction.

(d) The penalties and assessments for each class of infraction shall be as set by state law. Base penalties shall be as set forth in RCW 7.80.120 as now enacted or subsequently amended. Public safety and education assessments shall be as set forth in RCW 3.62.090 as now enacted or subsequently amended. The base penalty amounts and public safety and education assessments at the time of the adoption of the ordinance codified in this chapter are shown in the table below. The table is for illustrative purposes only and the amount of the base fine and the public safety and education assessments shall be as provided by state law.

Class	Base Penalty per RCW 7.80.120	Public Safety and Education Assessment per RCW 3.62.090(1)	Public Safety and Education Assessment per RCW 3.62.090(2)	Total Fine
Class 1	250	175	88	\$513
Class 2	125	88	44	\$257
Class 3	50	35	18	\$103

- (2) Any person selling or transferring any consumer firework in violation of this chapter is guilty of a misdemeanor.
- (3) Any person possessing, using, selling, transferring, discharging, igniting, or exploding any display firework in violation of this chapter is guilty of a gross misdemeanor.
- (4) Any person possessing, using, selling, transferring, discharging, igniting, or exploding any dangerous firework, as defined by state law, is guilty of a gross misdemeanor.
- (5) Any fireworks that are possessed or used in violation of this chapter may be confiscated. (Ord. 3014 § 1 (Exh. A), 2016).

XIV. SECURITY AND SAFETY

A. Summary - Activities, which could cause injury to self or others or damage to common areas or other units, are prohibited. The cost of repairing any such damage shall be the financial responsibility of the party causing such damage and the owner.

1. All residents shall promote to the fullest extent possible the security of the complex, its buildings, common areas and surrounding grounds, by observance of the Rules and Regulations and the exercise of common sense.
2. All residents shall report all incidents of theft, vandalism and breaches of peace to the police and the Property Management Company immediately. Forms are on the website.

The following signatures of Board officers indicate that the Board has adopted the Rules and Regulations. The signatures below refer to the Rules and Regulations that were adopted and went into effect January 1, 2018 as well as amendments that were made subsequently and prior to the date below.

This page should be signed each time a change is made to the Rules and Regulation, with notation of the specific changes.

President - Joseph Farrow

Date 11-4-17

Vice-President- Danial Groce

Date 11/4/17

Treasurer- Wendy Knowles

Date 10/27/17

Special Assessments
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

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

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Special Assessments
Meadows at Marysville Master Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

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

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Meadows in Marysville Master

Run Date: 07/20/2026

Run Time: 12:03 PM

BALANCE SHEET As of: 06/30/2026 Assets

Account #	Account Name	Total
Cash		
1120	Operating Account	\$17,823.31
	CASH TOTAL:	\$17,823.31
Reserves		
1220	Maintenance Reserves	\$248,561.25
1250	FCB CDARS 1768 26W 3.50% 07/09/2026	\$54,694.90
	RESERVES TOTAL:	\$303,256.15
Current Assets		
1500	Prepaid Insurance	\$834.36
	CURRENT ASSETS TOTAL:	\$834.36
Other Assets		
1700	Due To (From) Operating-Reserve Expense	\$6,957.84
1705	Due To (From) Reserves-Reserve Expense	(\$6,957.84)
	OTHER ASSETS TOTAL:	\$0.00
	TOTAL ASSETS:	\$321,913.82

Liabilities

Account #	Account Name	Total
Current Liabilities		
2100	Accounts Payable	\$2,875.59
2200	Prepaid Owners Assessment	\$5,467.50
	CURRENT LIABILITIES TOTAL:	\$8,343.09
	TOTAL LIABILITIES:	\$8,343.09

Equity

Account #	Account Name	Total
Equity		
2900	Retained Earnings	\$15,397.03
2905	Retained Earnings-Reserve	\$255,280.46
	EQUITY TOTAL:	\$270,677.49
	Current Year Net Income/(Loss)	\$42,893.24
	TOTAL EQUITY:	\$313,570.73

Account #	Account Name	Total
	TOTAL LIABILITIES AND EQUITY:	<u>\$321,913.82</u>

Fox Run
BALANCE SHEET
As of: 06/30/2026
Assets

Run Date: 07/20/2026
Run Time: 12:01 PM

Account #	Account Name	Total
Operating Cash		
01120	CIT - Cash Checking	\$130,211.20
	OPERATING CASH TOTAL:	\$130,211.20
Operating Reserves		
01200	CIT - Maint Reserve	\$34,359.24
	OPERATING RESERVES TOTAL:	\$34,359.24
Current Assets		
01500	Prepaid Insurance	\$397.50
	CURRENT ASSETS TOTAL:	\$397.50
Receivables		
01600	Assessment Receivable	\$14,551.13
01625	Late Charge Receivables	\$5,115.00
01652	Interest Income Receivable	\$86.96
01653	Legal Reimbursement Receivable	\$309.22
01660	Allowance for Bad Debt	(\$1,623.33)
01675	Delinquency Admin Fee - Receivable	\$370.00
	RECEIVABLES TOTAL:	\$18,808.98
	TOTAL ASSETS:	\$183,776.92

Liabilities

Account #	Account Name	Total
Current Liabilities		
02100	Accounts Payable	\$5,228.68
02200	Prepaid Assessments	\$18,173.56
	CURRENT LIABILITIES TOTAL:	\$23,402.24
	TOTAL LIABILITIES:	\$23,402.24

Equity

Account #	Account Name	Total
Equity		
02900	Retained Earnings	\$121,180.56
02910	Retained Earnings-Reserves	\$34,325.08
	EQUITY TOTAL:	\$155,505.64

Account #	Account Name	Total
	Current Year Net Income/(Loss)	\$4,869.04
	TOTAL EQUITY:	\$160,374.68
	TOTAL LIABILITIES AND EQUITY:	\$183,776.92

Articles of Incorporation
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal,
hereby issue this

CERTIFICATE OF INCORPORATION

to

**FOX RUN, A SINGLE FAMILY CONDOMINIUM OWNERS
ASSOCIATION**

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated
below.

Date: 10/21/2010

UBI Number: 603-057-645

APPID: 1854254



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
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**ARTICLES OF INCORPORATION
OF
FOX RUN, A SINGLE FAMILY CONDOMINIUM OWNERS ASSOCIATION**

The undersigned, for the purpose of forming a corporation under the nonprofit laws of the State of Washington, RCW 24.03, and as required by the Washington Condominium Act, RCW 64.34 ("Act"), hereby adopts the following Articles of Incorporation.

**Article 1
NAME**

The name of the corporation is Fox Run, a Single Family Condominium Owners Association, hereinafter called the "Association."

**Article 2
REGISTERED OFFICE AND AGENT**

The name of the initial Registered Agent of the Association is David B. Johnson. The street address of the Registered Office, which is also the address of the Registered Agent, is 1801 Grove Street, Unit B; Marysville, Washington 98270.

**Article 3
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and management of the Condominium created by the recording of that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded with the County in which the property is located, and to promote the health, safety and welfare of the owners of Units within said Condominium and any additions thereto as may be brought within the jurisdiction of this Association, and for this purpose to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Act as amended from time to time, and the Declaration, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length; and any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Washington by law may now or hereafter have or exercise.

**Article 4
MEMBERSHIP AND VOTING**

Provisions for the qualification and voting rights of members of the Association are as set forth in the Declaration and the Bylaws of the Association, as the same may be amended from time to time.

**Article 5
BOARD OF DIRECTORS**

The affairs of the Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant. Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant still owned all of the units), and unless the Bylaws are amended at that meeting, the Board shall be composed of three (3) Members (not including a Board member designated by Declarant), a majority of whom must be Owners of Units in the Condominium. The address and name(s) of the person(s) who shall initially serve in the capacity of directors until the selection of their successors is: David B. Johnson; 1801 Grove Street, Unit B; Marysville, Washington 98270.

**Article 6
LIABILITY**

Provisions limiting the liability of Board members and other persons participating in the management of the Association, and providing for indemnification of such persons by the Association, are as set forth in the Declaration, as the same may be amended from time to time, and shall apply to any initial Board elected by Declarant as well as to any Board elected by Unit Owners other than Declarant.

**Article 7
DISSOLUTION**

The Association may be dissolved by removal of the Property from the provisions of the Act, by the procedures outlined in RCW 64.34.268, as amended, and in the Declaration, as amended. In the event of such dissolution, then, unless members of the Association having at least 80% of the total votes in the Association elect to sell the assets of the Association as prescribed in the Act, the assets of the Association shall be owned by all members of the Association as tenants in common according to their percentages of undivided interest in common areas and facilities, as set forth in the Declaration, as amended.

**Article 8
DURATION**

The corporation shall exist perpetually.

**Article 9
INCORPORATOR**

The name and address of the incorporator is David B. Johnson; 1801 Grove Street, Unit B; Marysville, Washington 98270.

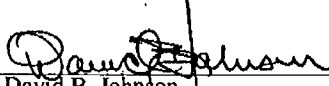
The undersigned incorporator has signed these Articles of Incorporation as duplicate signed originals dated as of October 12, 2010, under penalty of perjury.


David B. Johnson, Incorporator

**CONSENT TO APPOINTMENT AS REGISTERED AGENT
OF FOX RUN, A SINGLE FAMILY CONDOMINIUM OWNERS ASSOCIATION**

David B. Johnson hereby consents to serve as Registered Agent, in the State of Washington, for the above-named Association. The undersigned understands that as agent for the Association, it will be his or her responsibility to receive Service of Process in the name of the Association; to forward all mail to the Association; and to immediately notify the Office of the Secretary of State in the event of resignation by the undersigned, or of any change in the Registered Office address of the Association.

DATED as of October 12, 2010


David B. Johnson

Address of Registered Agent: 1801 Grove Street, Unit B; Marysville, Washington 98270

Articles of Incorporation
Meadows at Marysville Master Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

WHEN RECORDED RETURN TO

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
315 NW 201st Place
Shoreline, WA 98177
206-533-0805



200704040242 9 PGS
04/04/2007 10 34am \$40.00
SNOHOMISH COUNTY, WASHINGTON

Document Title: DEVELOPMENTAL DECLARATION (Covenants)

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

1 LISS-Eagle Point, LLC

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

1 Master HOA For The Meadows in Marysville

Legal description (abbreviated)

NE ¼, SE ¼ & NW ¼, SE ¼, Section 33, Township 31 N, Range 5 E W M

Additional legal is on exhibit A of document

Reference Number(s) of Documents assigned or released 200612110690

Assessor's Property Tax Parcel/Account Numbers: 31053300400100

Additional parcel numbers are on page of the document

DEVELOPMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

MARYSVILLE, WASHINGTON

THIS DEVELOPMENTAL DECLARATION is made this 28th day of March, 2007, by the undersigned, hereinafter collectively referred to as "Declarant"

RECITALS

A. Declarant owns certain real property ("Property") located within the State of Washington, which property is more particularly described in Exhibit A attached hereto and incorporated herein by reference

B. The Property is a residential development being developed in accordance with the ordinances, regulations and permits approved by the City of Marysville ("City"), Snohomish County, Washington

C. The development will consist of approximately two hundred eighty-seven (287) single family detached dwellings units, 84 multifamily dwelling units located in various multifamily structures, and common facilities (including private driving areas, parks, detention pond, pedestrian path, etc.) to be available for the joint and mutual use of all occupants of the development. It is also contemplated that the development will function as an integrated whole. Approval of the Property was based on compliance with the ordinances and regulations of the City, and with site specific conditions imposed on this Property

D. The Property consists of a single site currently owned by Declarant. Declarant may create a condominium on the site pursuant to the Washington Condominium Act, which condominium would be governed by a condominium declaration and condominium owners association, which could also include two or more sub-condominiums and sub-condominium associations. The condominium declarations, condominium surveys, and condominium association articles and bylaws shall collectively be referred to herein as "Condominium Documents"

E. For the benefit and protection of the Property, to enhance its value and attractiveness, and as an inducement to lenders and investors to make and purchase loans within the Property, Declarant hereby establishes and declares the following Developmental Declaration. The Developmental Declaration is also intended to assure compliance with the ordinances and regulations of the City, and with site specific conditions imposed on the Property

NOW, THEREFORE, Declarant hereby declares that the Property described herein shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following uniform covenants, conditions, restrictions, reservations, grants of easement, rights, rights-of-way, and equitable servitudes. Any conveyance, transfer, sale, assignment, lease or sublease of an interest in the Property, shall and hereby is deemed to incorporate by reference all provisions of this Developmental Declaration. The provisions of this Developmental Declaration shall be enforceable by Declarant, any Owner, any Association, any first mortgagee of an interest in the Property, and the City

1) INTERPRETATION

- a) **Covenant Running with Land.** It is intended that this Developmental Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns
- b) **Definitions.**
 - i) **"Common Area"** shall mean all real property (including the improvements thereto) that are for the common use and enjoyment of the Property and the Owners and occupants thereof and shall include all Common Area provided for the City's permits and approvals, or in this Developmental Declaration
 - ii) **"Declarant"** shall mean the undersigned Declarant (being the sole Owners of the Property) and its successors and assigns if such successors or assigns should acquire an interest in the Property from the Declarant for the purpose of development and by written instrument in recordable form be specifically assigned the rights and duties of Declarant. It is understood that Declarant may assign all or any of Declarant's rights to a successor declarant as to the property conveyed to such successor and retain the Declarant's rights as to the property still owned by Declarant
 - iii) **"Developmental Declaration"** shall mean this declaration and any amendments thereto
 - iv) **"Mortgage"** shall mean a recorded mortgage or deed of trust that creates a lien against a fee ownership interest in the Property and shall also mean a real estate contract for the sale of a Unit

v) **"Mortgagee"** shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract

vi) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any interest in the Property, and, except as may be otherwise expressly provided herein, shall, in the case of an interest which has been sold pursuant to a real estate contract, include any person of record holding a vendee's interest under such real estate contract, to the exclusion of the vendor thereunder. Any person or entity having such an interest merely as security for the performance of an obligation shall not be considered an owner

vii) **"Person"** shall include natural persons, partnerships, corporations, associations and personal representatives

viii) **"Property"** shall mean the real estate described in Exhibit A attached hereto

ix) **"Unit"** shall mean a physical portion of a condominium designated for separate ownership, the boundaries of which are described pursuant to the Washington Condominium Act

2) **USE AND MAINTENANCE OF COMMON AREAS.** All land within the Property and the Owners thereof shall have a joint and mutual right of access to and use of the Common Areas. The Common Areas shall exclude those portions of Common Areas (and improvements thereto) which have been or may hereafter be, dedicated to and owned by a governmental entity. The Common Areas within the Property shall for all purposes be under the joint and mutual control, management and administration of the Owners of the land within the Property (or the Association or sub-associations which may govern such land). The Owners of such land within the Property (or the Association or sub-associations which may govern any such land) have the joint and mutual responsibility and obligation to maintain, repair and administer Common Areas within the Property in a clean, attractive, sanitary and safe condition and in full compliance with applicable governmental laws, rules and regulations, and the provisions of this Developmental Declaration.

3) **OWNERS' ASSOCIATION**

a) **Establishment.** In the event the Property is established as a condominium pursuant to the Washington Condominium Act, a condominium owners association ("Association") shall be formed, to which all Condominium Unit Owners will be members, provided, so long as a Property is owned by a single Owner, such Owner may elect not to form an association and as owner directly perform all of the duties and functions that would otherwise be the responsibility of such an association, provided further, sub-associations may also be formed pursuant to the Washington Condominium Act.

b) **Form of Association.** The Association shall be a non-profit corporation formed and operated pursuant to Title 24, Revised Code of Washington. The Association shall be governed by the Articles of Incorporation and Bylaws of such Association and any recorded additional declaration of covenants, conditions and restrictions applicable to that Association.

c) **Responsibility of Association.** With respect to the Common Areas within the Property, the Association shall have the responsibility to perform all of the duties provided for in the Developmental Declaration, or in the Property, or otherwise provided by applicable law.

d) **Membership.**

i) **Qualification.** The Owner or Owners of a fee interest in the land within the Property (including Declarant) shall be a member of the Association. Such ownership shall be the sole qualification for membership in the Association.

ii) **Transfer of Membership.** The Association membership of each Owner (including Declarant) shall be appurtenant to the interest in the Property giving rise to such membership, and shall not be assigned, conveyed, pledged or alienated in any way except upon the transfer of title to said interest and then only to the transferee of title to such interest. Any attempt to make a prohibited transfer shall be void. Any transfer of title to an interest in the Property shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

iii) **Condominium Unit Owners.** If a condominium is created within the Property pursuant to the Washington Condominium Act, each condominium unit shall be deemed a separate ownership interest for purposes of this Developmental Declaration.

4) **COMPLIANCE WITH DECLARATION**

a) **Compliance of Owner.** Each Owner and each Association shall comply strictly with the provisions of this

Developmental Declaration, and all other applicable laws, rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by an Association or by the aggrieved Owner on his own or by the City against the party (including an Owner or the Association) failing to comply.

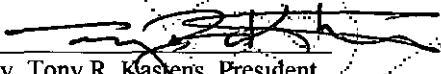
- b) **Compliance of Lessee.** Each Owner who shall rent or lease his ownership interest (or any interest therein) shall insure that the lease or rental agreement will be in writing and subject to the terms of this Developmental Declaration. Said agreement shall further provide that failure of any lessee to comply with the provisions of said documents shall be a default under the lease.
 - c) **Attorneys' Fees.** In any action to enforce the provisions of this Developmental Declaration, the prevailing party in such legal action shall be entitled to an award for reasonable attorneys' fees and all costs and expenses reasonably incurred in preparation for or prosecution of said action, in addition to taxable costs permitted by law.
 - d) **No Waiver of Strict Performance.** The failure of an Association or Owner or City, in any one or more instances to insist upon or enforce the strict performance of any of the terms, covenants, conditions or restrictions of this Developmental Declaration shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver of any provision hereof shall be deemed to have been made unless expressed in writing.
 - e) **Remedies Cumulative.** The remedies provided are cumulative, and such remedies may be pursued concurrently, as well as any other remedies which may be available under law although not expressed herein.
- 5) **DEVELOPMENTAL CONDITIONS. (Parking)** Pursuant to City of Marysville requirements, a minimum of two (2) on-site parking spaces per detached single family residential unit is required to be maintained for parking of operable passenger vehicles at all times. Storage of materials which preclude the parking of an operable passenger vehicle and/or storage of boats, motor homes, trailers, campers or other recreational vehicles within garage units is prohibited if the garage unit is necessary to meet the minimum two (2) stall parking requirement. On-street parking cannot be counted toward the required parking spaces.
- 6) **TERM OF DEVELOPMENTAL DECLARATION.** The covenants contained herein shall run with and bind the land for a term of twenty (20) years from the date this Developmental Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument executed in accordance with Section 7 below shall be recorded, abandoning or terminating this Developmental Declaration.
- 7) **DECLARATION/PLAT AMENDMENT**
- a) **Developmental Declaration Amendment.** Amendments to the Developmental Declaration shall be made by an instrument in writing entitled "Amendment to Developmental Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Developmental Declaration, any proposed amendment must be approved by a majority of Owners within the Property.
 - b) **Conform to Construction.** Declarant, upon Declarant's sole signature, and as an attorney-in-fact for all Unit Owners and Associations with an irrevocable power coupled with an interest, may at any time, until all ownership interests have been sold by Declarant, file an amendment to the Developmental Declaration and to the Property to conform data depicted therein to improvements as actually constructed and to otherwise comply with all governmental laws, rules and regulations.
 - c) **Conform to Lending Institution Guidelines.** So long as Declarant continues to own one or more Units, Declarant, on his signature alone, and as an attorney-in-fact for all Owners and Associations with an irrevocable power coupled with an interest, may file such amendments to the Developmental Declaration and Property as are necessary to meet the then requirements of Federal National Mortgage Association, Veterans Administration, Federal Home Loan Mortgage Corporation, or other agencies, institutions or lenders financing and/or title insuring the purchase of a Unit from the Declarant.
 - d) **Permit Development.** So long as Declarant continues to own a fee interest in the Property, Declarant, on its signature alone, and as an attorney-of-fact for all Owners and Associations with an irrevocable power coupled with and interest, may file such amendments to the Developmental Declaration and Property as are necessary to exercise the rights and powers provided to the Declarant hereunder.
- 8) **MISCELLANEOUS**
- a) **Delivery of Notices and Documents.** Any written notice, or other document as required by this Developmental Declaration, may be delivered personally or by mail. If by mail, such notice, unless expressly provided for

herein to the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received forty-eight (48) hours after a copy thereof has been deposited in the United States mail, postage prepaid

- b) **Successor and Assigns.** This Developmental Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Declarant and the heirs, personal representatives, grantees, lessees, sublessees and assignees of the Owners
 - c) **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof
 - d) **Effective Date.** The Developmental Declaration shall take effect upon recording
- 9) **MODIFICATIONS REQUIRE GOVERNMENTAL CONSENT.**
- a) Any modifications to this Developmental Declaration will require the prior written consent of the City
 - b) The Developmental Declaration will control over any other covenant, condition, restriction or easement that may be recorded against the Property

IN WITNESS WHEREOF, Declarant has executed this Developmental Declaration the day and year first hereinabove written

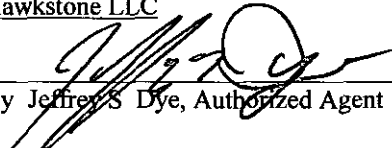
DECLARANT: L155-1 Eagle Point, LLC
By Barclays North, Inc, Sole Member


By Tony R. Klastens, President

~~**DECLARANT:** Bristol Court LLC~~

~~By _____
Its _____~~

DECLARANT: Hawkstone LLC


By Jeffrey S. Dye, Authorized Agent

the heirs, personal representatives, successors and assigns of Declarant and the heirs, personal representatives, grantees, lessees, sublessees and assignees of the Owners

- c) **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof
- d) **Effective Date.** The Developmental Declaration shall take effect upon recording
- 9) **MODIFICATIONS REQUIRE GOVERNMENTAL CONSENT.**
- a) Any modifications to this Developmental Declaration will require the prior written consent of the City
- b) The Developmental Declaration will control over any other covenant, condition, restriction or easement that may be recorded against the Property

IN WITNESS WHEREOF, Declarant has executed this Developmental Declaration the day and year first hereinabove written

DECLARANT: L155-1 Eagle Point, LLC
By Barclays North, Inc, Sole Member

By Tony R. Kastens, President

DECLARANT: Regent Homes Inc.

By mm
Its pres.

DECLARANT: _____

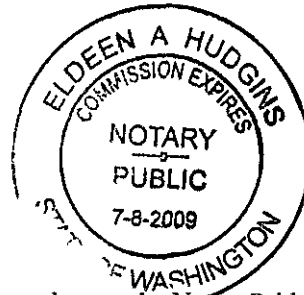
By _____
Its _____

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 20th day of March, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeffrey S Dye, to me personally known (or proven on the basis of satisfactory evidence) to be the Authorized Agent of Hawkstone LLC, a Washington Limited Liability Company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument

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

Eldeen A. Hudgins
NOTARY PUBLIC in and for the State of
Washington, residing in Everett
My commission expires 7-8-2009
Print Notary Name Eldeen A. Hudgins

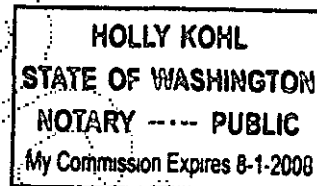


STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 23rd day of March, ²⁰⁰⁷~~2007~~, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tony Kastens, to me personally known (or proven on the basis of satisfactory evidence) to be President of Barclays North, Inc., 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

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

Holly Kohl
NOTARY PUBLIC in and for the State of
Washington, residing in Lynnwood
My commission expires 8-1-2008
Print Notary Name Holly Kohl



STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this _____ day of _____, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me personally known (or proven on the basis of satisfactory evidence) to be _____ of _____, the _____ that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

NOTARY PUBLIC in and for the State of
Washington, residing in _____
My commission expires _____
Print Notary Name _____

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 21 day of March, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Greg Hansen, to me personally known (or proven on the basis of satisfactory evidence) to be CEO of Regent Homes, Inc., the Corp that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Mara Felzenberg

NOTARY PUBLIC in and for the State of
Washington, residing in Tacoma
My commission expires 8-14-08
Print Notary Name Mara Felzenberg

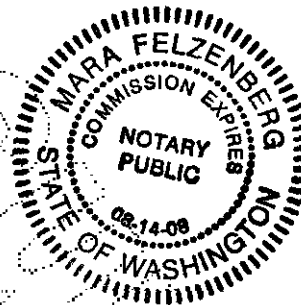


**EXHIBIT A
TO
DEVELOPMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Legal Description of Property

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 31, RANGE 5 EAST, W M, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS
BEGINNING AT THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER, THENCE NORTH 86°27'20" WEST ALONG THE NORTH LINE OF SAID NORTH HALF FOR 1658 15 FEET, THENCE SOUTH 11°00'00" EAST 228 18 FEET, THENCE SOUTH 87°41'03" EAST 81 26 FEET, THENCE SOUTH 02°18'57" WEST FOR 600 77 FEET, THENCE SOUTH 87°41'03" EAST FOR 85 00 FEET, THENCE SOUTH 02°18'57" WEST FOR 508 00 FEET TO THE SOUTH LINE OF SAID NORTH HALF, THENCE SOUTH 87°41'03" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF FOR 1124 78 FEET TO THE CENTERLINE OF RIGHT-OF-WAY EASEMENT GRANTED TO THE TRANS MOUNTAIN OIL CORPORATION AS RECORDED IN VOLUME 631 OF DEEDS, PAGE 557, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, THENCE NORTH 16°10'43" WEST ALONG SAID EASEMENT 654 06 FEET, THENCE SOUTH 86°27'00" EAST FOR 504 73 FEET TO THE EAST LINE OF SAID NORTH HALF, THENCE NORTH 03°44'21" EAST ALONG THE EAST LINE OF SAID NORTH HALF 46 00 FEET, THENCE NORTH 86°27'20" WEST FOR 207 91 FEET, THENCE NORTH 03°32'40" EAST FOR 90 00 FEET, THENCE NORTH 50°00'00" EAST FOR 90 00 FEET, THENCE SOUTH 84°47'59" EAST FOR 143 27 FEET TO THE EAST LINE OF SAID NORTH HALF, THENCE NORTH 03°44'21" EAST ALONG THE EAST LINE OF SAID NORTH HALF FOR 492 15 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PORTION LYING WITHIN EAST 51ST AVENUE NORTHEAST (ALSO KNOWN AS SHOULTES ROAD) AND ANY PORTION LYING EAST OF SAID ROAD, AND MORE FULLY DESCRIBED AS FOLLOWS,

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, W M, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION, THENCE NORTH 86°27'20" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, 30 00 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF 51ST AVENUE NORTHEAST (ALSO KNOWN AS SHOULTES ROAD) AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH 86°27'20" WEST ALONG THE NORTH LINE 1628 15 FEET, THENCE SOUTH 11°00'00" EAST 228 18 FEET, THENCE SOUTH 87°41'03" EAST 81 26 FEET, THENCE SOUTH 02°18'57" WEST FOR 600 77 FEET, THENCE SOUTH 87°41'03" EAST FOR 85 00 FEET, THENCE SOUTH 02°18'57" WEST FOR 508 00 FEET TO THE SOUTH LINE OF SAID SUBDIVISION, THENCE SOUTH 87°41'03" EAST ALONG SAID SOUTH LINE 1124 78 FEET TO THE CENTERLINE OF RIGHT-OF-WAY EASEMENT GRANTED TO THE TRANS MOUNTAIN OIL CORPORATION AS RECORDED IN VOLUME 631 OF DEEDS, PAGE 557, RECORDS OF SAID COUNTY, THENCE NORTH 16°10'43" WEST ALONG SAID EASEMENT 654 06 FEET, THENCE SOUTH 86°27'20" EAST 474 81 FEET TO SAID WEST MARGIN (FORMERLY A RECORD DISTANCE OF 504 73 FEET TO THE EAST LINE OF SAID SUBDIVISION), THENCE NORTH 03°43'55" EAST ALONG SAID MARGIN 46 00 FEET (FORMERLY A RECORD BEARING OF NORTH 03°44'21" EAST ALONG SAID EAST LINE), THENCE NORTH 86°27'20" WEST FOR 177 99 FEET (FORMERLY A RECORD DISTANCE OF 207 91 FEET FROM SAID EAST LINE), THENCE NORTH 03°32'40" EAST FOR 90 00 FEET, THENCE NORTH 50°00'00" EAST FOR 90 00 FEET, THENCE SOUTH 84°47'59" EAST 113 29 FEET TO SAID WEST MARGIN (FORMERLY A RECORD DISTANCE OF 143 27 FEET TO SAID EAST LINE), THENCE NORTH 03°43'55" EAST ALONG SAID WEST MARGIN 491 29 FEET TO THE POINT OF BEGINNING (FORMERLY A RECORD BEARING AND DISTANCE OF NORTH 03°44'21" EAST 492 15 FEET ALONG SAID EAST LINE)

EXCEPT THAT PORTION DEDICATED TO THE CITY OF MARYSVILLE UNDER DEED RECORDED UNDER SNOHOMISH COUNTY RECORDING NO 200607030761

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

N:\LAND DEVELOPMENT\PROJECTS\L155-1 EAGLE POINT 211 - PM FILE CONDO DOCS\L155-1 DEV CCR 3-23-07.DOC

Order # FZM0000000
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

Balance Sheet and Revenue and Expense Statement
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

Fox Run
BALANCE SHEET
As of: 05/31/2026
Assets

Run Date: 06/18/2026
Run Time: 02:54 PM

Account #	Account Name	Total
Operating Cash		
01120	CIT - Cash Checking	\$132,030.07
	OPERATING CASH TOTAL:	\$132,030.07
Operating Reserves		
01200	CIT - Maint Reserve	\$34,355.00
	OPERATING RESERVES TOTAL:	\$34,355.00
Current Assets		
01500	Prepaid Insurance	\$530.00
	CURRENT ASSETS TOTAL:	\$530.00
Receivables		
01600	Assessment Receivable	\$16,321.13
01625	Late Charge Receivables	\$5,210.00
01650	Other Income Receivable	\$30.00
01652	Interest Income Receivable	\$86.96
01653	Legal Reimbursement Receivable	\$309.22
01660	Allowance for Bad Debt	(\$1,623.33)
01675	Delinquency Admin Fee - Receivable	\$380.00
	RECEIVABLES TOTAL:	\$20,713.98
	TOTAL ASSETS:	\$187,629.05

Liabilities

Account #	Account Name	Total
Current Liabilities		
02100	Accounts Payable	\$5,116.54
02200	Prepaid Assessments	\$15,406.69
	CURRENT LIABILITIES TOTAL:	\$20,523.23
	TOTAL LIABILITIES:	\$20,523.23

Equity

Account #	Account Name	Total
Equity		
02900	Retained Earnings	\$121,180.56
02910	Retained Earnings-Reserves	\$34,325.08
	EQUITY TOTAL:	\$155,505.64

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
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Account #	Account Name	Total
	Current Year Net Income/(Loss)	\$11,600.18
	TOTAL EQUITY:	\$167,105.82
	TOTAL LIABILITIES AND EQUITY:	\$187,629.05

Balance Sheet and Revenue and Expense Statement Meadows at Marysville Master Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

Meadows in Marysville Master

Run Date: 06/18/2026

Run Time: 02:51 PM

BALANCE SHEET As of: 05/31/2026 Assets

Account #	Account Name	Total
Cash		
1120	Operating Account	\$23,490.26
	CASH TOTAL:	\$23,490.26
Reserves		
1220	Maintenance Reserves	\$242,687.96
1250	FCB CDARS 1768 26W 3.50% 07/09/2026	\$54,694.90
	RESERVES TOTAL:	\$297,382.86
Current Assets		
1500	Prepaid Insurance	\$1,042.94
	CURRENT ASSETS TOTAL:	\$1,042.94
Other Assets		
1700	Due To (From) Operating-Reserve Expense	\$6,957.84
1705	Due To (From) Reserves-Reserve Expense	(\$6,957.84)
	OTHER ASSETS TOTAL:	\$0.00
	TOTAL ASSETS:	\$321,916.06

Liabilities

Account #	Account Name	Total
Current Liabilities		
2100	Accounts Payable	\$3,350.92
	CURRENT LIABILITIES TOTAL:	\$3,350.92
	TOTAL LIABILITIES:	\$3,350.92

Equity

Account #	Account Name	Total
Equity		
2900	Retained Earnings	\$15,397.03
2905	Retained Earnings-Reserve	\$255,280.46
	EQUITY TOTAL:	\$270,677.49
	Current Year Net Income/(Loss)	\$47,887.65
	TOTAL EQUITY:	\$318,565.14
	TOTAL LIABILITIES AND EQUITY:	\$321,916.06

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

Board Meeting Minutes
Fox Run Condominium Association

Order: GFZX6NYYY
Address: 4541 148th St NE
Order Date: 07-15-2026
Document not for resale
HomeWiseDocs

Meadows Master Association Meeting Minutes July 2, 2025

The meeting was requested by two of the sub-association board members from Hawkstone & Deer Field to discuss concerns.

Meeting date: July 2, 2025

In attendance: Wendy Knowles, Sue Bueing, Heidi Ingrao Nunez, Carren Thornton & Karen Williams from Condominium Management.

The meeting was called to order at 6:00 pm. Concerns discussed were parking issues in all communities, parking issues near the bus stop & one homeowner's fence construction.

The parking issues are dealt with by volunteer board members & are addressed as quickly as possible, and per the requirements in place. The Parking near the bus stop is difficult to control as parents arrive and wait for their kids to get off the bus. They should not block other owners' driveways while waiting; this was the biggest issue. Adding something to the rules and regulations was discussed. Monitoring and enforcing rules would be a challenge.

The homeowner with the new fence installed submitted the correct ACC information required in advance of any work starting. Research was done to confirm the property line location & found to be where the homeowner requested they be allowed to install the fence. The request was approved with the requirement that the fence match other owners currently installed fences. The homeowner had the fence installed. This was handled correctly and is each owner's right to enclose their yard.

Meeting adjourned at 7:00pm.

Fox Run/ Meadows Budget Ratification Meeting

November 20, 2024 Using Zoom

Meeting called to order at 11:05 am

Wendy Knowles , President, and Amber Devolder Secretary and Karen Williams, Property Manager in attendance

Asked for questions about the budget from those attending – clarification was made about what the master association (The Meadows at Marysville) is responsible for in relation to issues at Fox Run

- Irrigation (master association) needs some repairs and work on timing of when the irrigation is on
- Talked about trash at the mail kiosk – will suggest to the master association that there is an additional recycle bin for mail “trash”

Call for ratification for Fox Run proposed 2025 budget – budget was ratified

Call for ratification for Meadows proposed 2025 budget – budget was ratified

Meeting adjourned at 11:35 am.

Board Meeting Minutes
Meadows at Marysville Master Association

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