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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. 31N, RGE. 5E, W.M.

XX Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

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☐ 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**

TABLE OF CONTENTS

Article 1		
	INTERPRETATION	1
	1.1 <u>Liberal Construction</u>	1
	1.2 <u>Consistent with Act</u>	1
	1.3 <u>Covenant Running With Land</u>	2
	1.4 <u>Percentage of Owners or Mortgagees</u>	2
	1.5 <u>Declarant Is Original Owner</u>	2
	1.6 <u>Captions and Exhibits</u>	2
	1.7 <u>Inflationary Increase in Dollar Limits</u>	2
	1.8 <u>Definitions</u>	2
	1.9 <u>Construction and Validity</u>	6
Article 2		
	DESCRIPTION OF REAL PROPERTY	6
Article 3		
	DESCRIPTION OF UNITS	6
	3.1 <u>Number of Units</u>	7
	3.2 <u>Unit Number</u>	7
	3.3 <u>Unit Description</u>	7
	3.4 <u>Access to Common Ways and Public Streets</u>	7
Article 4		
	BOUNDARIES	7
	4.1 <u>Unit Boundaries</u>	7
	4.2 <u>Monuments as Boundaries</u>	7
	4.3 <u>Relocation of Boundaries; Adjoining Units</u>	7
Article 5		
	DESCRIPTION OF OTHER IMPROVEMENTS	7
	5.1 <u>Recreational Facilities</u>	7
	5.2 <u>Parking</u>	7
	5.3 <u>Moorage Slips</u>	7
Article 6		
	COMMON ELEMENTS	7
	6.1 <u>Description</u>	7
	6.2 <u>Right to Use</u>	8
Article 7		
	LIMITED COMMON ELEMENTS	8
	7.1 <u>Limited Common Elements</u>	8
	7.2 <u>Boundary</u>	8
	7.3 <u>Reallocation</u>	8
Article 8		
	ALLOCATED INTERESTS	9
Article 9		
	OWNER'S ASSOCIATION	9
	9.1 <u>Form of Association</u>	9
	9.2 <u>Membership</u>	9
	9.3 <u>Voting</u>	9

9.4	<u>Meetings, Notices and Quorums</u>	10
9.5	<u>Bylaws of Association</u>	10

Article 10

	MANAGEMENT OF CONDOMINIUM	10
10.1	<u>Administration of the Condominium</u>	10
10.2	<u>Election and Removal of Board and Officers</u>	10
10.3	<u>Management by Board</u>	11
10.4	<u>Authority of the Association</u>	11
10.5	<u>Borrowing by Association</u>	12
10.6	<u>Association Records and Funds</u>	13
10.7	<u>Association as Trustee</u>	13
10.8	<u>Common Elements, Conveyance, Encumbrance</u>	13
10.9	<u>Termination of Contracts and Leases</u>	14
10.10	<u>Governmentally Required Maintenance, etc.</u>	14
10.11	<u>Maintenance, Repair, Inspection and Warranty</u>	14
10.12	<u>Association Litigation</u>	14

Article 11

	USE; REGULATION OF USES; ARCHITECTURAL UNIFORMITY	15
11.1	<u>Residential Units</u>	15
11.2	<u>Vehicle Parking Restrictions</u>	15
11.3	<u>Common Elements</u>	16
11.4	<u>Unit Maintenance</u>	16
11.5	<u>Alterations of Units</u>	17
11.6	<u>Limited Common Element Maintenance</u>	17
11.7	<u>Exterior Appearance</u>	17
11.8	<u>Effect on Insurance</u>	17
11.9	<u>Signs</u>	18
11.10	<u>Pets</u>	18
11.11	<u>Offensive Activity</u>	18
11.13	<u>Common Element Alterations</u>	18
11.14	<u>Rules</u>	18
11.15	<u>Rental Units</u>	19
11.16	<u>Maintenance of View</u>	19
11.17	<u>Timesharing</u>	19
11.18	<u>Fences</u>	19
11.19	<u>Fireplaces</u>	19
11.20	<u>Utilities</u>	19
11.21	<u>Slope Maintenance</u>	20
11.22	<u>Hazardous Substances</u>	20
11.23	<u>Notice and Opportunity to Be Heard</u>	20

Article 12

	COMMON EXPENSES AND ASSESSMENTS	20
12.1	<u>Estimated Expenses</u>	20
12.2	<u>Payment by Owners</u>	20
12.3	<u>Commencement of Assessments</u>	21
12.4	<u>Allocated Liability</u>	21
12.5	<u>Limited Common Element</u>	21
12.6	<u>Only Some Units Benefitted</u>	21
12.7	<u>Insurance Costs</u>	21
12.8	<u>Utility Costs</u>	21
12.9	<u>Assessments for Judgment</u>	21
12.10	<u>Owner Misconduct</u>	21
12.11	<u>Reallocation</u>	21
12.12	<u>Lien For Assessments</u>	21
12.13	<u>Owner Liability</u>	22
12.14	<u>Late Charges</u>	22
12.15	<u>Attorneys Fees</u>	22
12.16	<u>Assessment Certificate</u>	22
12.17	<u>Acceleration of Assessments</u>	23
12.18	<u>Delinquent Assessment Deposit; Working Capital</u>	23

Article 13		
	INSURANCE	23
13.1	<u>In General</u>	23
13.2	<u>Coverage Not Available</u>	24
13.3	<u>Required Provisions</u>	24
13.4	<u>Claims Adjustment</u>	24
13.5	<u>Owner's Additional Insurance</u>	24
13.6	<u>Certificate</u>	25
13.7	<u>Notification on Sale of Unit</u>	25
Article 14		
	DAMAGE OR DESTRUCTION; RECONSTRUCTION	25
14.1	<u>Definitions; Significant Damage; Repair; Emergency Work</u>	25
14.2	<u>Initial Board Determinations</u>	25
14.3	<u>Notice of Damage or Destruction</u>	25
14.4	<u>General Provisions</u>	25
14.5	<u>Restoration of Unit.</u>	26
Article 15		
	CONDEMNATION	26
15.1	<u>In General</u>	26
15.2	<u>Partial Unit Condemnation</u>	26
15.3	<u>Common Element Condemnation</u>	26
15.4	<u>Recording of Judgment</u>	26
15.5	<u>Association to Represent Owners</u>	26
Article 16		
	COMPLIANCE WITH DECLARATION	27
16.1	<u>Enforcement</u>	27
16.2	<u>No Waiver of Strict Performance.</u>	27
Article 17		
	LIMITATION OF LIABILITY	27
17.1	<u>Liability for Utility Failure, Etc.</u>	27
17.2	<u>No Personal Liability</u>	27
17.3	<u>Indemnification of Board</u>	27
17.4	<u>Legal</u>	27
Article 18		
	MORTGAGEE PROTECTION	27
18.1	<u>Change in Manager</u>	27
18.2	<u>Abandonment of Condominium Status</u>	28
18.3	<u>Partitions and Subdivision</u>	28
18.4	<u>Change in Percentages</u>	28
18.5	<u>Copies of Notices</u>	28
18.6	<u>Effect of Declaration Amendments</u>	28
18.7	<u>Insurance</u>	28
18.8	<u>Inspection of Books.</u>	29
Article 19		
	EASEMENTS	29
19.1	<u>General</u>	29
19.2	<u>Utility, Etc., Easements</u>	29
19.3	<u>Association Functions.</u>	29
19.4	<u>Declarant Functions.</u>	29
19.5	<u>Encroachments</u>	29
Article 20		
	PROCEDURES FOR SUBDIVIDING OR COMBINING	29
20.1	<u>Procedure</u>	29
Article 21		

AMENDMENT OF DECLARATION, SURVEY MAP, PLANS	30
21.1 <u>In General</u>	30
21.2 <u>Challenge to Validity</u>	30
21.3 <u>Recording</u>	30
21.4 <u>General Limitations</u>	30
21.5 <u>Execution</u>	30
21.6 <u>Special Declarant/Development Rights.</u>	30
21.7 <u>Material Amendments</u>	30
21.8 <u>Map and Plans Amendment</u>	31
21.9 <u>Lender Requirements</u>	31
Article 22	
MISCELLANEOUS	31
22.1 <u>Notices for All Purposes.</u>	31
22.2 <u>Severability</u>	31
22.3 <u>Conveyances; Notice Required</u>	31
22.4 <u>Transfer of Declarant's Powers</u>	32
22.5 <u>Effective Date</u>	32
ARTICLE 23	
SPECIAL DECLARANT RIGHTS	
DEVELOPMENT RIGHTS	32
23.1 <u>Special Declarant Rights</u>	32
23.2 <u>Development Rights</u>	32
23.3 <u>Liability for Damage</u>	35
23.4 <u>Declarant's Easements</u>	35
Article 24	
CONSTRUCTION OF UNIT STRUCTURES	35
Article 25	
DISPUTE RESOLUTION	36
25.1 <u>Policy - Mediation.</u>	36
25.2 <u>Binding Arbitration.</u>	36
25.3 <u>Hearing - Law - Appeal Limited.</u>	36
25.4 <u>Warranty Dispute</u>	36
Article 26	
PARTY WALLS	36
26.1 <u>General Rules of Law Apply</u>	36
26.2 <u>Sharing Repair and Maintenance.</u>	36
26.3 <u>Destruction by Fire or Other Casualty</u>	36
26.4 <u>Weatherproofing</u>	37
26.5 <u>Right to Contribution Runs with Land.</u>	37
EXHIBIT A - Description of Real Property; Miscellaneous Data	
EXHIBIT B - Unit Data, Allocated Interests	

**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 or Association may, in the discretion of the Board, be increased proportionately by the increase in the consumer price index for the City of Seattle, Washington for All Urban Consumers, 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.

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 1.837. 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:

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

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

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.

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 Mortgage 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 reasonable 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 Owners 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 guaranties) 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.

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 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.

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

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.

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.

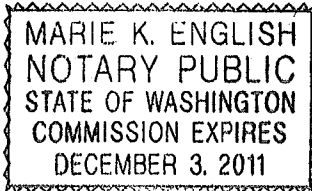
BY: David B. Johnson
David B. Johnson, Member

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.



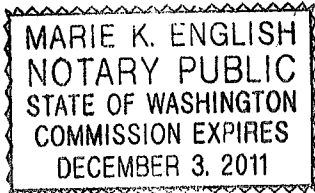
Marie K English
Notary Public in and for the State Of Washington
Residing In Arlington
My Commission Expires: Dec 3, 2011
Print Notary Name: Marie K English

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 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:

1. 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").
2. 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.
3. 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 OWN: (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.
- d. **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.**
- a. The Survey Map and Plans show the legal description of the vertical boundaries of Units.
 - b. Each of the Units shown on the Survey Map and Plans will accommodate the construction of one or more residential single family dwelling structures.
 - c. 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.
 - d. 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 CONDOMINIUM						
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.						
				ALL POSSIBLE PHASES	PHASE 1	
UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED	*** ALLOCATED
				[] construction plan estimate	INTEREST	INTEREST
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT	Common Expense, Votes & Common Elements	Common Expense, Votes & Common Elements
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
	# of Bathrms	# of Bdrms	# of FrPlcs	UNIT	Common Expense, Votes & Common Elements	Common Expense, Votes & Common Elements
	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	* & **	* & **	* & **	4,329	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
	# of Bathrms Bdrms 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	
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
	# of Bathrms Bdrms 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	
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 Bdrms 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
	# of Bathrms Bdrms 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	
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				589,229	1	



201012010590 10 PGS
12/01/2010 2:22pm \$71.00
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):

71701 5971702
**AMENDMENT TO DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR FOX RUN, A SINGLE FAMILY CONDOMINIUM [adding Phase 2]**

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

NW 1/4 SE 1/4 33 31 05 SEC 33-31-05
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

CHUGACH TITLE INSURANCE COMPANY HAS PLACED
THIS DOCUMENT OF RECORD AS A CUSTOMER
CONSENT AND ACCEPTS NO LIABILITY FOR THE
ACCURACY OR VALIDITY OF THE DOCUMENT.

**FIRST AMENDMENT TO DECLARATION OF
FOX RUN, A SINGLE FAMILY CONDOMINIUM
[adding Phase 2]**

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

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 Nos. **201010190456**; 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.

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. **PHASE 2 AMENDMENT**. Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:

(a) Phase 2 (including the land more particularly described as such Phase in Paragraph 1c of the First 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;

(b) The Floor Location, Unit Description and Unit Square Footage for Phases 1 and 2 are set forth in the First Amended Exhibit B.

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

2. **EFFECTIVE DATE**. This Amendment shall take effect upon recording.

3. **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.

DATED AS OF: November 22, 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 and First Amended Exhibit A as Phases 1 and 2 (excluding units 117 through 126, inclusive).

ENCORE HOMES, INC.

BY: David B. Johnson 11/23/10
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.

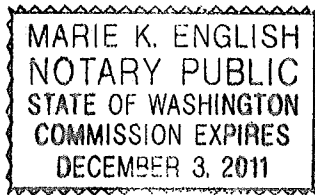
BY: David B. Johnson 11/23/10
David B. Johnson, Member

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: Dec 3, 2011.

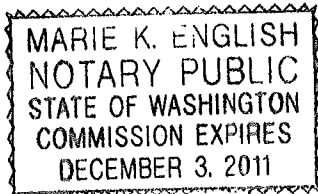
Print Notary Name: Marie K English.

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 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
FIRST AMENDED EXHIBIT A
TO THE DECLARATION**

1. DESCRIPTION OF REAL PROPERTY INCLUDED IN CONDOMINIUM:

c. LEGAL DESCRIPTION OF PHASE 2:

UNITS 39 THROUGH 54, 56 THROUGH 58, 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.

d. LEGAL DESCRIPTION OF REMAINDER OF PHASES:

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

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

FIRST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA (PhaseS 1 & 2)

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.

				ALL POSSIBLE PHASES	PHASES 1 & 2	
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			
	Bathrms	Bdrms	FrPlcs			
	See NOTES 1 & 2			See Note 2	See NOTE 3	
PHASE 1A						
13	* & **	* & **	* & **	5,219	1/253	1/231
14	* & **	* & **	* & **	2,967	1/253	1/231
15	* & **	* & **	* & **	2,881	1/253	1/231
16	* & **	* & **	* & **	2,894	1/253	1/231
17	* & **	* & **	* & **	2,896	1/253	1/231
18	* & **	* & **	* & **	2,907	1/253	1/231
19	* & **	* & **	* & **	2,923	1/253	1/231
20	* & **	* & **	* & **	2,924	1/253	1/231
21	* & **	* & **	* & **	2,924	1/253	1/231
22	* & **	* & **	* & **	2,924	1/253	1/231
23	* & **	* & **	* & **	2,924	1/253	1/231
24	* & **	* & **	* & **	2,924	1/253	1/231
25	* & **	* & **	* & **	2,924	1/253	1/231
26	* & **	* & **	* & **	2,924	1/253	1/231
27	* & **	* & **	* & **	2,924	1/253	1/231
28	* & **	* & **	* & **	3,660	1/253	1/231
29	* & **	* & **	* & **	5,426	1/253	1/231
30	* & **	* & **	* & **	4,440	1/253	1/231
31	* & **	* & **	* & **	3,774	1/253	1/231
32	* & **	* & **	* & **	3,774	1/253	1/231
33	* & **	* & **	* & **	3,774	1/253	1/231
34	* & **	* & **	* & **	3,774	1/253	1/231
35	* & **	* & **	* & **	3,774	1/253	1/231
36	* & **	* & **	* & **	3,774	1/253	1/231
37	* & **	* & **	* & **	3,774	1/253	1/231
38	* & **	* & **	* & **	5,943	1/253	1/231

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED	*** ALLOCATED
				[] construction plan estimate	INTEREST	INTEREST
	# of Bathrms Bdrms 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	
PHASE 1B						
102	* & **	* & **	* & **	3,000	1/253	1/231
103	* & **	* & **	* & **	2,550	1/253	1/231
104	* & **	* & **	* & **	2,550	1/253	1/231
105	* & **	* & **	* & **	2,550	1/253	1/231
106	* & **	* & **	* & **	2,550	1/253	1/231
107	* & **	* & **	* & **	2,550	1/253	1/231
108	* & **	* & **	* & **	2,968	1/253	1/231
109	* & **	* & **	* & **	2,924	1/253	1/231
110	* & **	* & **	* & **	2,550	1/253	1/231
111	* & **	* & **	* & **	2,550	1/253	1/231
112	* & **	* & **	* & **	2,550	1/253	1/231
113	* & **	* & **	* & **	2,550	1/253	1/231
114	* & **	* & **	* & **	2,550	1/253	1/231
115	* & **	* & **	* & **	2,876	1/253	1/231
116	* & **	* & **	* & **	3,247	1/253	1/231
117	* & **	* & **	* & **	2,924	1/253	1/231
118	* & **	* & **	* & **	2,924	1/253	1/231
119	* & **	* & **	* & **	2,924	1/253	1/231
120	* & **	* & **	* & **	2,924	1/253	1/231
121	* & **	* & **	* & **	2,924	1/253	1/231
122	* & **	* & **	* & **	2,924	1/253	1/231
123	* & **	* & **	* & **	2,924	1/253	1/231
124	* & **	* & **	* & **	2,924	1/253	1/231
125	* & **	* & **	* & **	2,924	1/253	1/231
126	* & **	* & **	* & **	2,924	1/253	1/231
127	* & **	* & **	* & **	2,924	1/253	1/231
128	* & **	* & **	* & **	2,924	1/253	1/231
129	* & **	* & **	* & **	5,254	1/253	1/231
130	* & **	* & **	* & **	2,907	1/253	1/231
131	* & **	* & **	* & **	2,932	1/253	1/231
132	* & **	* & **	* & **	4,329	1/253	1/231
133	* & **	* & **	* & **	2,584	1/253	1/231
134	* & **	* & **	* & **	2,584	1/253	1/231
135	* & **	* & **	* & **	2,584	1/253	1/231
136	* & **	* & **	* & **	2,584	1/253	1/231
137	* & **	* & **	* & **	2,584	1/253	1/231
138	* & **	* & **	* & **	2,584	1/253	1/231
139	* & **	* & **	* & **	2,584	1/253	1/231
140	* & **	* & **	* & **	2,584	1/253	1/231
141	* & **	* & **	* & **	2,584	1/253	1/231
PHASE 1						
	TOTAL UNITS IN PHASE 1 = 66					

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE	*** ALLOCATED	*** ALLOCATED
				[] construction plan estimate	INTEREST	INTEREST
	# of Bathrms Bdrms 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	
PHASE 2						
39	* & **	* & **	* & **	3,032	1/253	1/231
40	* & **	* & **	* & **	3,225	1/253	1/231
41	* & **	* & **	* & **	3,225	1/253	1/231
42	* & **	* & **	* & **	3,892	1/253	1/231
43	* & **	* & **	* & **	2,907	1/253	1/231
44	* & **	* & **	* & **	2,907	1/253	1/231
45	* & **	* & **	* & **	2,907	1/253	1/231
46	* & **	* & **	* & **	2,907	1/253	1/231
47	* & **	* & **	* & **	2,907	1/253	1/231
48	* & **	* & **	* & **	2,828	1/253	1/231
49	* & **	* & **	* & **	2,828	1/253	1/231
50	* & **	* & **	* & **	2,907	1/253	1/231
51	* & **	* & **	* & **	2,907	1/253	1/231
52	* & **	* & **	* & **	2,907	1/253	1/231
53	* & **	* & **	* & **	2,907	1/253	1/231
54	* & **	* & **	* & **	2,907	1/253	1/231
56	* & **	* & **	* & **	3,131	1/253	1/231
57	* & **	* & **	* & **	3,131	1/253	1/231
58	* & **	* & **	* & **	3,063	1/253	1/231
142	* & **	* & **	* & **	4,227	1/253	1/231
143	* & **	* & **	* & **	2,890	1/253	1/231
144	* & **	* & **	* & **	2,890	1/253	1/231
145	* & **	* & **	* & **	5,267	1/253	1/231
146	* & **	* & **	* & **	2,584	1/253	1/231
147	* & **	* & **	* & **	2,584	1/253	1/231
148	* & **	* & **	* & **	2,584	1/253	1/231
149	* & **	* & **	* & **	2,584	1/253	1/231
150	* & **	* & **	* & **	2,584	1/253	1/231
151	* & **	* & **	* & **	2,584	1/253	1/231
152	* & **	* & **	* & **	2,584	1/253	1/231
153	* & **	* & **	* & **	2,584	1/253	1/231
154	* & **	* & **	* & **	2,584	1/253	1/231
155	* & **	* & **	* & **	4,298	1/253	1/231
156	* & **	* & **	* & **	2,898	1/253	1/231
157	* & **	* & **	* & **	2,899	1/253	1/231
158	* & **	* & **	* & **	4,299	1/253	1/231
159	* & **	* & **	* & **	2,924	1/253	1/231
160	* & **	* & **	* & **	2,924	1/253	1/231
161	* & **	* & **	* & **	2,924	1/253	1/231
162	* & **	* & **	* & **	2,924	1/253	1/231
163	* & **	* & **	* & **	2,924	1/253	1/231
164	* & **	* & **	* & **	2,924	1/253	1/231
165	* & **	* & **	* & **	2,924	1/253	1/231
166	* & **	* & **	* & **	2,924	1/253	1/231
167	* & **	* & **	* & **	2,924	1/253	1/231
168	* & **	* & **	* & **	2,924	1/253	1/231
169	* & **	* & **	* & **	3,717	1/253	1/231
170	* & **	* & **	* & **	2,518	1/253	1/231
171	* & **	* & **	* & **	2,518	1/253	1/231
172	* & **	* & **	* & **	3,632	1/253	1/231
173	* & **	* & **	* & **	2,924	1/253	1/231
174	* & **	* & **	* & **	2,924	1/253	1/231
175	* & **	* & **	* & **	2,924	1/253	1/231
176	* & **	* & **	* & **	2,924	1/253	1/231
177	* & **	* & **	* & **	2,924	1/253	1/231
178	* & **	* & **	* & **	2,924	1/253	1/231
179	* & **	* & **	* & **	2,924	1/253	1/231

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	
180	* & **	* & **	* & **	2,924	1/253	1/231
181	* & **	* & **	* & **	2,924	1/253	1/231
182	* & **	* & **	* & **	2,924	1/253	1/231
183	* & **	* & **	* & **	2,916	1/253	1/231
184	* & **	* & **	* & **	2,916	1/253	1/231
185	* & **	* & **	* & **	2,916	1/253	1/231
186	* & **	* & **	* & **	2,915	1/253	1/231
187	* & **	* & **	* & **	2,915	1/253	1/231
188	* & **	* & **	* & **	2,915	1/253	1/231
189	* & **	* & **	* & **	2,924	1/253	1/231
190	* & **	* & **	* & **	2,924	1/253	1/231
191	* & **	* & **	* & **	2,924	1/253	1/231
192	* & **	* & **	* & **	2,924	1/253	1/231
193	* & **	* & **	* & **	3,681	1/253	1/231
194	* & **	* & **	* & **	3,517	1/253	1/231
195	* & **	* & **	* & **	2,924	1/253	1/231
196	* & **	* & **	* & **	2,924	1/253	1/231
197	* & **	* & **	* & **	2,924	1/253	1/231
198	* & **	* & **	* & **	2,924	1/253	1/231
199	* & **	* & **	* & **	2,924	1/253	1/231
200	* & **	* & **	* & **	2,924	1/253	1/231
201	* & **	* & **	* & **	2,924	1/253	1/231
202	* & **	* & **	* & **	2,924	1/253	1/231
203	* & **	* & **	* & **	2,924	1/253	1/231
204	* & **	* & **	* & **	2,924	1/253	1/231
205	* & **	* & **	* & **	2,924	1/253	1/231
206	* & **	* & **	* & **	2,924	1/253	1/231
207	* & **	* & **	* & **	2,924	1/253	1/231
208	* & **	* & **	* & **	2,924	1/253	1/231
209	* & **	* & **	* & **	2,924	1/253	1/231
210	* & **	* & **	* & **	2,924	1/253	1/231
211	* & **	* & **	* & **	3,247	1/253	1/231
212	* & **	* & **	* & **	4,237	1/253	1/231
213	* & **	* & **	* & **	3,798	1/253	1/231
214	* & **	* & **	* & **	3,774	1/253	1/231
215	* & **	* & **	* & **	3,774	1/253	1/231
216	* & **	* & **	* & **	3,774	1/253	1/231
217	* & **	* & **	* & **	3,774	1/253	1/231
218	* & **	* & **	* & **	3,774	1/253	1/231
219	* & **	* & **	* & **	3,774	1/253	1/231
220	* & **	* & **	* & **	3,774	1/253	1/231
221	* & **	* & **	* & **	3,774	1/253	1/231
222	* & **	* & **	* & **	3,774	1/253	1/231
223	* & **	* & **	* & **	3,774	1/253	1/231
224	* & **	* & **	* & **	3,774	1/253	1/231
225	* & **	* & **	* & **	3,774	1/253	1/231
226	* & **	* & **	* & **	3,774	1/253	1/231
227	* & **	* & **	* & **	3,774	1/253	1/231
228	* & **	* & **	* & **	3,774	1/253	1/231
229	* & **	* & **	* & **	3,774	1/253	1/231
230	* & **	* & **	* & **	4,071	1/253	1/231
231	* & **	* & **	* & **	3,442	1/253	1/231
232	* & **	* & **	* & **	3,689	1/253	1/231
233	* & **	* & **	* & **	8,731	1/253	1/231
234	* & **	* & **	* & **	7,498	1/253	1/231
235	* & **	* & **	* & **	3,440	1/253	1/231
236	* & **	* & **	* & **	3,440	1/253	1/231
237	* & **	* & **	* & **	3,440	1/253	1/231
238	* & **	* & **	* & **	2,923	1/253	1/231
239	* & **	* & **	* & **	2,923	1/253	1/231

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	
240	* & **	* & **	* & **	2,923	1/253	1/231
241	* & **	* & **	* & **	2,922	1/253	1/231
242	* & **	* & **	* & **	2,922	1/253	1/231
243	* & **	* & **	* & **	2,922	1/253	1/231
244	* & **	* & **	* & **	2,922	1/253	1/231
245	* & **	* & **	* & **	2,921	1/253	1/231
246	* & **	* & **	* & **	2,921	1/253	1/231
247	* & **	* & **	* & **	2,921	1/253	1/231
248	* & **	* & **	* & **	2,920	1/253	1/231
249	* & **	* & **	* & **	2,920	1/253	1/231
250	* & **	* & **	* & **	2,920	1/253	1/231
251	* & **	* & **	* & **	2,920	1/253	1/231
252	* & **	* & **	* & **	2,919	1/253	1/231
253	* & **	* & **	* & **	2,919	1/253	1/231
254	* & **	* & **	* & **	2,919	1/253	1/231
255	* & **	* & **	* & **	2,918	1/253	1/231
256	* & **	* & **	* & **	2,918	1/253	1/231
257	* & **	* & **	* & **	2,918	1/253	1/231
258	* & **	* & **	* & **	2,918	1/253	1/231
259	* & **	* & **	* & **	2,917	1/253	1/231
260	* & **	* & **	* & **	2,917	1/253	1/231
261	* & **	* & **	* & **	2,917	1/253	1/231
262	* & **	* & **	* & **	5,347	1/253	1/231
263	* & **	* & **	* & **	2,890	1/253	1/231
264	* & **	* & **	* & **	2,890	1/253	1/231
265	* & **	* & **	* & **	4,286	1/253	1/231
266	* & **	* & **	* & **	2,584	1/253	1/231
267	* & **	* & **	* & **	2,584	1/253	1/231
268	* & **	* & **	* & **	2,584	1/253	1/231
269	* & **	* & **	* & **	2,584	1/253	1/231
270	* & **	* & **	* & **	2,584	1/253	1/231
271	* & **	* & **	* & **	2,584	1/253	1/231
272	* & **	* & **	* & **	2,584	1/253	1/231
273	* & **	* & **	* & **	2,584	1/253	1/231
274	* & **	* & **	* & **	2,584	1/253	1/231
275	* & **	* & **	* & **	4,445	1/253	1/231
276	* & **	* & **	* & **	3,058	1/253	1/231
277	* & **	* & **	* & **	3,083	1/253	1/231
278	* & **	* & **	* & **	5,611	1/253	1/231
279	* & **	* & **	* & **	2,588	1/253	1/231
280	* & **	* & **	* & **	2,588	1/253	1/231
281	* & **	* & **	* & **	2,589	1/253	1/231
282	* & **	* & **	* & **	2,589	1/253	1/231
283	* & **	* & **	* & **	2,589	1/253	1/231
284	* & **	* & **	* & **	2,589	1/253	1/231
285	* & **	* & **	* & **	2,590	1/253	1/231
286	* & **	* & **	* & **	2,590	1/253	1/231
287	* & **	* & **	* & **	2,590	1/253	1/231
PHASE 2						
	TOTAL UNITS IN PHASE 2 = 165					
PHASES 1 & 2						
TOTAL UNITS IN PHASES 1 & 2 = 231						1

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						
55	* & **	* & **	* & **	3,975	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	



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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)

NE 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

5971742
72 1/4
CHICAGO TITLE INSURANCE COMPANY HAS PLACED
THIS DOCUMENT ON RECORD AS A CUSTOMER
COURTESY AND ACCEPTS NO LIABILITY FOR THE
ACCURACY OR VALIDITY OF THE DOCUMENT.

SE 1/4 33-31-05

**SECOND AMENDMENT TO DECLARATION OF
FOX RUN, A SINGLE FAMILY CONDOMINIUM
[Adding Phase 3]**

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

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 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.

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. **PHASE 2 AMENDMENT**. Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:

(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;

(b) The Floor Location, Unit Description and Unit Square Footage for Phases 1, 2 and 3 are set forth in the Second Amended Exhibit B.

(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.

2. **EFFECTIVE DATE**. This Amendment shall take effect upon recording.

3. **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.

DATED AS OF: March 7, 2011

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, 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).

ENCORE HOMES, INC.

BY: David B. Johnson 3/24/11
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, 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)].

GARRETT FAMILY, LLC.

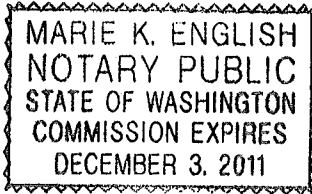
BY: David B. Johnson 3/27/11
David B. Johnson, Member

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.

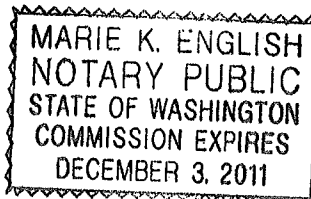
Print Notary Name: Marie K English.

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 FrPlcs	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