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Document Title: DECLARATION FOR SUMMERHILL VILLAGE, A  
CONDOMINIUM

DECLARANT: MACLEAN TOWNHOMES, L.L.C., a Washington  
limited liability company; and  
MACLEAN SOUTH, L.L.C., a Washington limited  
liability company

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Additional legal description is on Pages 58-59 of document.

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DECLARATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
SUMMERHILL VILLAGE, A CONDOMINIUM

Pursuant to the Act defined in Section 1.8.1 and for the purpose of submitting the Property hereinafter described (including the Land described in Exhibit A) to the provisions of said Act, the undersigned, being sole owner(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 uses or enjoyment, respecting the Property or any Unit 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 Property 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 Property 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.

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

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

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

1.7 Inflationary Increase in Dollar Limits. The 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 the 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 1990, RCW Chapter 64.34, as amended.

1.8.2 "Allocated Interests" means those undivided interests in the Common Elements, and the Common Element Expense Liability allocated to each Unit more particularly provided for in Article 8 and as shown on Exhibit C.

1.8.3 "Assessment" means all sums chargeable by the Association against a unit including, without limitation: (a)







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.

1.8.24 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Declaration affects, which Mortgage was recorded prior to the recordation of this Declaration. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units.

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

1.8.26 "Phase I" means the first phase of the Condominium consisting of all of the land described in Exhibit A and the Fifty-six (56) Units in Buildings 1 through 9, inclusive, and Building 30, all as shown on the Survey Map and Plans and the Limited Common Elements assigned thereto under this Declaration.

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

1.8.28 "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.

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

1.8.30 "Special Declarant Rights" means rights, if expressly reserved in this Declaration for the benefit of Declarant to:

(a) complete improvements indicated on Survey Map and Plans filed with the Declaration under RCW 64.34.232;

(b) exercise any Development Right under Section 24.2;

(c) maintain sales offices, management offices, signs advertising the Condominium, and models under Section 24.1.2;

(d) use assessments through the Common Elements for the purpose of making improvements within the Condominium or within property which may be added to the Condominium;

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

(f) make the Condominium subject to a master association under RCW 64.34.276.

1.8.31 "Subsequent Phase" means the creation by the Declarant of additional Units and associated Limited Common Elements on all or a portion of the Subsequent Phase Property pursuant to Article 2.

1.8.32 "Subsequent Phase Amendment" means an amendment to this Declaration recorded by the Declarant creating Units and Limited Common Elements on the Subsequent Phase Property pursuant to Article 2.

1.8.33 "Subsequent Phase Property" means that portion of the real property initially included in the Condominium upon which the Declarant has the right to create Units and assign Limited Common Elements or to withdraw, as described in Exhibit A and shown on the Survey Map and Plans, as it may be amended upon the creation of Units in a Subsequent Phase.

1.8.34 "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.

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

1.8.36 "Unit Owner" or "Owner" means a Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation; or is merely "renting" or "leasing" a Unit as defined in Section 1.8.38. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

1.9 Construction and Validity.

1.9.1 All provisions of the Declaration and Bylaws are severable.

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

1.9.3 In the event of an conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails except to the extent the 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 the Declaration or Survey Map and Plans or any amendment thereto to comply with the Act.

1.9.5 If the Declaration or Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition contained in Section 1.8.36, the term "Unit Owner" in such context shall, unless the Declaration or Bylaws otherwise provided, be deemed to include any director, officer, partner in, or trustee of any person, who is, either alone or in conjunction with another person or person, a Unit Owner. Any officer or director of the Association who would not be eligible to serve as such if they were not a director, officer, partner in, or trustee of such a person shall be disqualified from continuing in office if they cease 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 LAND; DEVELOPMENT IN PHASES

2.1 Description of Land. The real property initially included in the Condominium is described in Exhibit A, Paragraph 1. The Declarant reserves the right to withdraw from the Condominium all or a portion of the Subsequent Phase Property. In that connection, the Declarant reserves the right to execute, on behalf of the Unit Owners and the Association, any applications to governmental agencies or other documents or instruments necessary to establish the Subsequent Phase Property, or portion thereof that the Declarant desires to withdraw, as a legal lot.

2.2 Development in Phases. The Declarant intends to develop the Condominium in phases on the land described in Exhibit A. The first phase (Phase I) consists of the Fifty-six (56) Units located in Buildings 1 through 9, inclusive, and Building 30, all as listed in Exhibit C and as shown on the Survey Map and Plans. The Declarant may create up to an additional One Hundred Forty-four (144) Units in one or more Subsequent Phases by (a) recording an amendment to Exhibit A to remove that portion of the real property

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upon which the Units being created are located from the Subsequent Phase Property; (b) recording an amendment to Exhibit B listing all of the Units in the Condominium, including those being created, together with all of the information called for by that schedule; (c) recording an amendment to Exhibit C reallocating the Allocated Interests among all of the Units in accordance with Article 8 and Exhibit C; and (d) filing an amendment to the Survey Map and Plans showing the Units created by that phase and the Limited Common Elements assigned thereto and any remaining Subsequent Phase Property.

2.3 Improvements in Subsequent Phases. The improvements added to the property in a Subsequent Phase shall be consistent with the improvements in Phase I in terms of structure type and quality of construction. All Units in each phase shall be substantially completed before they are added to the Condominium. The Declarant shall be the beneficial owner of all improvements on the Subsequent Phase Property until Units have been created thereon and the Declarant shall be the owner of the Units thereby created until they are conveyed by the Declarant.

2.4 Liens. Any liens that arise in connection with the Declarant's ownership of or construction of improvements on the Subsequent Phase Property shall attach only to the Declarant's interest in any Units owned by the Declarant or against the Declarant's Development Rights and Special Declarant Rights and shall not adversely affect the rights of other Unit Owners or the priority of Mortgages on the Units. All taxes and costs relating to improvements on the Subsequent Phase Property before the Units therein have been created shall be paid by or allocated to the Declarant.

2.5 Election to Withdraw Land. The Declarant may at any time or times, elect to withdraw from the Condominium all or a portion of the Subsequent Phase Property, as it may be described in Exhibit A at that time, by (a) recording a notice of withdrawal signed only by the Declarant which describes the land being withdrawn; (b) recording an amendment to Exhibit A describing the land remaining in the Condominium; (c) recording an amendment to Exhibit A describing any remaining land subject to Development Rights; and (d) filing an amendment to the Survey Map and Plans showing the land remaining in the Condominium. At the time Declarant elects to withdraw land from the Condominium, Declarant may reserve for the benefit of such land the right to use the Common Elements of the Condominium by recording an amendment to the Declaration providing the terms of such use and any special costs or fees which will be charged for such use.

2.6 Expiration of Development Rights. The Development Rights specified herein shall terminate on the earlier of (a) the Seventh (7th) anniversary of the recording of this Declaration, or

(b) the recording of a notice signed by the Declarant that it no longer wishes to exercise any of the Development Rights;

#### ARTICLE 3

##### DESCRIPTION OF UNITS

Either Exhibits B or C, or both, attached hereto set 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.

3.3.2 The number of bathrooms, whole or partial, in any Unit.

3.3.3 The number of rooms designated primarily as bedrooms in any Unit.

3.3.4 The number of built-in fireplaces in any Unit.

3.3.5 The level or levels on which each Unit is located.

3.4 Access to Common Ways and Public Streets. Each Unit has direct access to Common Element stairways, lobbies, walls, parking areas and/or driveways, and all such Common Elements have direct access to public streets through Issaquah-Fall City Road.

#### ARTICLE 4

##### BOUNDARIES

The boundaries of a Unit are the unfinished interior surfaces of its perimeter walls, floors, ceilings, windows, and doors, and the Unit includes both the portions of the Building so described and the air space so encompassed. The perimeter boundaries of all Units are as located and depicted on the Survey Map and Plans. The vertical boundaries of each Unit are also as located and depicted on the Survey Map and Plans. The term "interior surfaces" shall not include paint, wallpaper, paneling, carpeting, tiles or other such decorative surface coverings or finishes. Said decorative finishes and coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors, and the

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like) located in and used in connection with said Unit or Limited Common Element, shall be deemed a part of said Unit or Limited Common Element.

#### ARTICLE 5

##### DESCRIPTION OF OTHER IMPROVEMENTS

Exhibit B 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 garage parking spaces.

5.3 Storage Spaces. The number of storage spaces, if any.

#### ARTICLE 6

##### DESCRIPTION OF COMMON ELEMENTS AND FACILITIES; CERTAIN ITEMS MAY BE MADE OWNER'S RESPONSIBILITY

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

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

6.2 Utilities. Installations of utility services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incineration; pipes, conduits, and wires, wherever they may be located whether in partitions or otherwise and whether they serve one Unit, all Units or the Common Elements; elevator shafts, tanks, pumps, motors, fans, compressors, ducts; and in general all apparatus and installations existing for common use; but excluding plumbing, electrical and similar fixtures, which fixtures are located within a Unit for the exclusive use of that Unit.

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

#### ARTICLE 7

##### DESCRIPTION OF LIMITED COMMON ELEMENTS

7.1 Limited Common Elements. The Limited Common Elements are allocated for the exclusive use of the Owner or Owners of the

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Unit or Units to which they are allocated or assigned, provided by law or other provisions of the Declaration or amendments thereto, and consist of:

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

7.2 Common to Limited Common Element. Sixty-seven Percent (67%) of the Unit Owners, including the Owner of the Unit to which the Limited Common Element will be assigned or incorporated, must agree to reallocate a Common Element as a Limited Common Element or to incorporate a Limited Common Element into an existing Unit. Such reallocation or incorporation shall not apply with respect to any such reallocation or incorporation made as a result of the exercise of any Development Right reserved by Declarant.

7.3 Reallocation. A Limited Common Element may be reallocated between Units only with the approval of the Board and by an Amendment to the 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 Section within Thirty (30) days, or within such other period provided by the Declaration, unless the proposed reallocation does not comply with the Condominium Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The Amendment shall be recorded in the names of the parties and of the Condominium. Such reallocation or incorporation shall be reflected in an Amendment to the 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, and the Common Expense Liability allocated to each Unit) are set forth in Exhibit C attached hereto. Any values used to establish the percentages required by the Act do not reflect, necessarily, the amount for which a Unit will be sold, from time to time, by Declarant or others. The Allocated Interest pertaining 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 Allocated 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.

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ARTICLE 9

OWNER'S ASSOCIATION

9.1 Form of Association. The Association shall be organized as a non-profit corporation under the laws of the State of Washington and shall be known as "Summerhill Village Homeowners Association".

9.2 Membership.

9.2.1 Qualification. Each 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 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 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 when all phases are established, shall be Two Hundred (200) votes. At all times, each Unit Owner shall have One (1) vote.

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 is entitled to cast all 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 the 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 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 Pledged Votes. If an Owner is in default under a first Mortgage on the Unit for Ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has pledged their vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

9.3.5 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.

9.4 Meetings, Notices of Meetings and Quorums.

9.4.1 Meetings. A meeting of the Association must be held at least once a year. Special meetings of the Owners may be called the president, a majority of the Board, or by written request by the Owners having at least Twenty Percent (20%) of the total 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 the mailing address designated in writing by the Unit Owner. Such notice shall specify the date, time and place of the meeting, and the matters on the agenda to be voted on by the members, including the general nature of any proposed amendment to the 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 Percent (25%) of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

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(b) A quorum is deemed present throughout any meeting of the Board if persons entitled to cast Fifty Percent (50%) of the votes 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 Property, 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 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 provisions supplementary, not inconsistent, provisions regarding the operation of the Condominium and administration of the Property.

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 and the Bylaws of the Association which are 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 Five (5) members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

10.2.2 Election By Owners, Other Than Declarant. 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 Two (2) members and not less than Twenty-five Percent (25%) of the members of the Board must be elected by Unit Owners other than Declarant. Not later than Sixty (60) days after conveyance of Fifty Percent (50%) of Units which may be created to Unit Owners other than Declarant, not less than Thirty-three and One-third Percent (33-1/3%) of the members of the Board must be elected by Unit Owners other than Declarant. Not later than the earlier of either (a) Two (2) months after conveyance of Seventy-five Percent (75%) of the Units which may be created to Unit Owners other than Declarant, or (b) Five (5) years after conveyance of the

first (1st) Unit in the Condominium, all members of the Board must be elected by Unit Owners.

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) 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 the Declaration, the Bylaws, Section 10.3.2 below 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 Limitation of Board Authority. The Board shall not act on behalf of the Association to amend the 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 this Section 10.3.2; but the Board may fill vacancies in its membership for the unexpired portion of any term.

10.3.3 Budget Approval. 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 Unit 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 Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

#### 10.4 Authority of the Association.

10.4.1 The Association acting through the Board, or the Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws, shall have all powers and authority permitted to

the Board under the Act and this Declaration, including but not limited to the following:

- (a) Adopt and amend Bylaws, rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
- (d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matter affecting the Condominium;
- (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 subject to a security interest only pursuant to Section 10.8
- (i) Grant easements, leases, licenses and concessions through or over the Common Elements, and for services provided to Unit Owners;
- (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 payments of assessments and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such provisions as provided in the Declaration or Bylaws or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Declaration, Bylaws and rules and regulations of the Association;

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

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

(n) Assign its right to future income, including the right to receive common expense assessments, but only to the extent the Declaration provides;

(o) Exercise any other powers conferred by the Declaration or 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, 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 preserve the appearance and value of the Condominium, and the Owner of said Unit has failed and refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner; provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair; and

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

10.4.2 The Board's power 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

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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 (\$5,000.00), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000.00) must be approved by Owners having not less than Sixty-seven Percent (67%) of the voting power. In addition, except for causes of action and lawsuits against either (1) any Unit Owner, the Association and/or Declarant arising as the result of their alleged failure to comply with the provisions of this Declaration, the Bylaws or Rules and Regulations adopted by the Association, or (2) any person or entity, and arising as a result of alleged tortious conduct which resulted in injury to persons or property, no lawsuits shall be commenced by the Association which could result in the Association incurring legal fees and costs in excess of Five Thousand Dollars (\$5,000.00), without first obtaining the affirmative vote or agreement of the Owners of Units to which at least Seventy Percent (70%) of the votes in the Association are allocated. If the cause of action or lawsuit is against the Declarant, then Units owned by the Declarant shall not be considered in determining whether the Seventy Percent (70%) affirmative vote has been received.

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 the Owners or any of them.

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

10.5 Borrowing by 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 Owner thereof) for said Unit's prorata share of said borrowed funds and the obligation to pay said prorata 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 percentage of undivided interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of the Allocated Interest in the 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 their rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not to 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 financial and other records shall be made reasonably available for examination by any Unit Owner, the Owner's authorized agents and all Mortgagees. 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 Owners (other than the Declarant) of Units 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 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 its 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 ratification 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 ratification thereof must be recorded in every county in which a portion of the Condominium is situated and is only effective 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.

**10.9 Termination of Contracts and Leases.** If entered into before the Board elected by the Unit Owners pursuant to Section

10.2.2 takes office, (1) any management contract, employment contract, or lease or recreational or parking areas or facilities, (2) any other contract or lease between the 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, may be terminated without penalty by the Association at any time after the Board elected by the Unit Owners pursuant of Section 10.2.2 takes office 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. 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.

#### ARTICLE 11

##### USE; REGULATION OF USES; ARCHITECTURAL UNIFORMITY

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

11.2 Vehicle Parking and Washing Restrictions. Parking spaces are restricted to use for parking of operative motor vehicles. Other items and equipment may be parked or kept therein only subject to the rules and regulations of the Board. The Board shall require removal of any inoperative or improperly licensed vehicle, or any unsightly vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board shall cause removal at the risk and expense of the Owner thereof. Use of all parking areas may be regulated by the Board and is subject to the provisions of Article 7 of this Declaration. Garages, attached or unattached to any Unit, shall only be used for parking of motor vehicles. No garage shall be used for a storage, work or shop area if such use impairs the ability of the owner of such garage to park a motor vehicle therein. Vehicle washing shall be done only in the designated vehicle washing area (as shown on the Survey Map and Plans), or otherwise as designated by the Board. The washing of vehicles in all other portions of the Condominium is prohibited.

11.3 Common Drives and Walks. Common drives, walks, corridors, stairways and other general Common Elements shall be used exclusively for normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board.

11.4 Interior Unit Maintenance.

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

11.4.2 Additional Rights and Duties. Without limiting the generality of the foregoing, each Owner shall have the right and the duty, at their 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, interior non-load bearing partitions, and the interior surfaces of the ceilings, floors, and the perimeter walls in the Unit and the surfaces of the bearing and non-bearing walls located within their Unit and shall not permit or commit waste of their Unit or the Common Elements. Each Owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls; provided that, except for hard surface flooring installed by Declarant or installed as part of the original construction of the Unit, no Owner shall install hard surface flooring within a Unit except with the prior written consent of the Board. This section shall not be construed as permitting any violation of any other provision of this Declaration or any interference with or damage to the structural integrity of the Unit 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.

11.5 Alteration of Units.

11.5.1 Non-Structural. A Unit Owner may make any improvements or alterations to the Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any other Units or any part of the Condominium;

11.5.2 Common Element. A Unit Owner may not change the appearance of the Common Elements or the exterior appearance of a Unit without permission of the Association;

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

11.6.1 Decisions by Board. Decisions with respect to the standard of appearance and condition of Limited Common Elements, and with respect to the necessity for, and manner of, caring for, maintaining, repairing, repainting or redecorating 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 Board on behalf of the Owner or Owners of Units to which the Limited Common Element in question is assigned or reserved; provided that, by written notice, the Board may permit such Owner or Owners to perform such Maintenance Work themselves;

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

11.6.4 Owner Pays Costs. Unit Owners will be responsible for the cost of such Maintenance Work for the 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;

11.6.6 Cost as Special Charge. With respect to any such Maintenance Work performed by the Board, the cost thereof (or the appropriate share thereof if the Limited Common Element in question has been assigned or reserved jointly to more than one Unit) shall be levied as a special charge against the Unit or Units (and the Owner or Owners thereof) to which such Limited Common Element is assigned or 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 shall require and provide for the painting and other decorative finish of the Unit, lanais or patio/yard areas, or other Common or Limited Common Elements, and



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

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

11.12 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. This shall include, but not be limited to, additional telephone or cable jacks, electrical outlets, air conditioners, satellite dishes, alarm systems, and water filters.

11.13 House Rules. The Board or the Association membership is empowered to pass, amend and revoke detailed administrative rules and regulations, or "House Rules," necessary or convenient from time to time to insure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Association.

11.14 Rental Units. The Leasing or Renting of a Unit by its Owner shall be governed by the provisions of this Section 11.14:

11.14.1 No Transient Purposes. With the exception of a lender in possession of a Unit following a default in a Mortgage, a Foreclosure proceeding or any deed or other arrangement in lieu of a Foreclosure, no Unit Owner shall be permitted to Lease their Unit for hotel or transient purposes which shall be defined as Renting for any period less than Seven (7) days. The Association may by resolution of the Board of Directors prohibit the Leasing of any Unit for a period of less than Six (6) months.

11.14.2 No Partial Leases. No Unit Owner may Lease less than the entire Unit.

11.14.3 Written Leases. All Leasing or Rental agreements shall be in writing and be subject to this Declaration and Bylaws (with a default by the tenant in complying with this Declaration and/or Bylaws constituting a default under the Lease or Rental agreement).

11.14.4 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, but will not discharge the liability of the Owner or purchaser and the Unit under this Declaration for assessments and charges, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner; nor in derogation of any right which a Mortgagee of such Unit may have with respect to such rents. Other than as stated in this Section 11.14, there is no restriction on the right of any Unit Owner to Lease or otherwise Rent their Unit.

11.14.3 Approval of Lease. Each Unit Owner desiring to rent their Unit shall submit for approval by the Board the Lease Agreement with the prospective renter or lessee. The Board shall approve such Lease Agreement provided that both the charge due the Association under Section 12.15.1 has been paid by the Unit owner, and the Board determines that the Lease Agreement satisfies the requirements of this Declaration and the Bylaws relating thereto.

## ARTICLE 12

### COMMON EXPENSES AND ASSESSMENTS

12.1 Estimated Expenses. Within Sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board shall estimate the charges including 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. 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. 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 Unit Owners, may at any suitable time establish the first such estimate. If the sum estimated and budgeted at any time proves inadequate for any



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

12.2 Payment by Owners. Each Owner shall be obligated to pay their 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 no event shall Assessments for all Units in Phase 1 commence on a date later than Sixty (60) days after the earlier of: (a) the date Six (6) months after the date of first conveyance of a Unit in Phase 1 to an Owner (other than Declarant or an affiliate of Declarant) or (b) 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, for a period not to exceed Twelve (12) months following the date of first conveyance of a Unit to an Owner other than Declarant or an Affiliate of Declarant, 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 costs of maintaining, repairing, operating and insuring the Common Areas (and exclusive of reserves). All costs associated with Subsequent Phase Property shall be borne solely by or allocated to Declarant until Assessments have commenced with respect to Units on the property or the Declarant no longer has the Development Right to create Units on that property.

12.4 Allocated Liability. Except for Assessments under Sections 12.5, 12.6, 12.7, 12.8, 12.9 and 12.10, all Common Expenses must be assessed against all the Units in accordance with the allocations set forth in Exhibit C. Any past due Common

Expense Assessment or installment thereof bears interest at the rate established by the Association pursuant to Section 12.12.12.

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

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

12.7 Insurance Costs. The Board may elect that the costs of insurance must be assessed in proportion to risk.

12.8 Utility Costs. The Board may elect that the costs of utilities must be assessed in proportion to usage. Each Unit will be individually metered and will be solely responsible for all natural gas, water and electricity provided to their Unit. Each Unit will be solely responsible for all costs of repairing and maintaining the natural gas furnace installed in their Unit.

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 the Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and

(c) liens for real property taxes and other governmental assessments or charges against the Unit.

12.12.3 Mortgage Priority. Except as provided in Sections 12.12.4 and 12.12.5, the lien shall also be prior to the Mortgagee 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 nonjudicial foreclosure by a Mortgagee, or the date of recording of the Declaration of Forfeiture in a proceeding by the vendor under a real estate contract.

12.12.4 Mortgage 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 12.12.4 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 the Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessments 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 any county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in Section 12.12.4.

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. The lien arising under Section 12.12 may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver

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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.

12.12.8 Receiver. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments under 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 rental is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this section, and a receiver shall not be appointed less than Ninety (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 Surviving 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.

12.12.11 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.

**12.12.12 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.

**12.12.13 Attorneys' Fees.** The prevailing party shall be entitled to recover all attorneys' fees and costs 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.

**12.12.14 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.

**12.13 Acceleration of Assessments.** In the event any monthly Assessment of 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.

#### **12.14 Delinquent Assessment Deposit: Working Capital.**

##### **12.14.1 Delinquent Assessment Deposit.**

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

(b) Resort may be had thereto at any time when such owner is Ten (10) days or more delinquent in paying their 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.

12.14.2 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 Two (2) months of monthly Assessments for each of the Units then owned by Declarant. When a Unit owned by Declarant is sold, Declarant may apply funds collected at closing from the Purchaser to reimburse itself for funds paid to the Association for such contribution with respect to that Unit. Such amount paid to the Association shall be non-refundable to such first Purchaser of a Unit. Also, each subsequent Purchaser of any unit, after the first Purchaser of such Unit, shall pay to the Association, in addition to other amounts due, an amount equal to Two (2) months of the then pertaining monthly Assessments as a contribution to the Association's working capital.

12.15 Special Charges for Services Provided to Unit Owners. Pursuant to the Authority granted the Association under RCW 64.34.304(j), a Unit Owner shall pay the Association as charges for services requested of the Association by such Unit Owner all amounts paid by or expenses incurred by the Association (including

the minimum charges specified below, which may change based on amounts paid to third parties); if any, in connection with any of the following:

12.15.1 Review of a request for approval by the Board of a prospective lease agreement for the rental of any Unit - \$150.00.

12.15.2 Preparation of a resale certificate - \$100.00.

12.15.3 Review of a request for approval by the Board of any architectural, structural or related alteration to the interior or exterior of any Unit - \$250.00.

12.15.4 Review of request for approval by the Board of a pet - \$50.00.

12.15.5 Any other special request by a Unit Owner to the Association which results in the Association incurring any expense.

All funds paid to the Association from any of the foregoing charges shall be considered additional contributions to the Association's working capital.

In addition, the Association may lease to unit owners parking spaces not assigned to or reserved for the exclusive use of any Unit. Which spaces are leased, to whom, the rent charged for such spaces, and any rules and regulations regarding the leasing of such parking spaces shall be as determined by the Board.

12.16 Costs Relating to Portion of Condominium Subject to Development Rights. In addition to the Declarant's obligation to pay Assessments as a Unit Owner as provided above, the Declarant shall pay all actual expenses associated with the development, construction, operation, maintenance, repair, replacement and insurance of the property and buildings subject to the Development Right to create Units. The Declarant shall pay the actual expenses associated with the improvements on the Subsequent Phase Property until Assessments have commenced with respect to Units created on that property pursuant to Article 2.

#### ARTICLE 13

#### INSURANCE

13.1 Insurance Coverage. 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, as a Common Expense a policy or policies of property insurance covering all of the general Common and Limited Common

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Elements including fixtures and Building service equipment, common personal property and supplies belonging to the Association, which shall include at a minimum:

13.1.1 Fire insurance, with extended coverage (including vandalism, malicious mischief, sprinkler leakage, debris removal, windstorm and water damage) endorsement, in an amount equal to the full insurable current replacement value (without deduction for depreciation, but with exclusion of land, foundation, excavation and other items normally excluded from coverage) of the Common and Limited Common Elements and the Units, with the Board named as insured as trustee for the use and benefit of Owners and Mortgagees as their interest may appear, or such other fire and casualty insurance as the Board shall determine to give substantially equal or greater protection insuring the owners, and their Mortgagees, in the percentage of common ownership as set forth in Exhibit C. Said policy or policies shall provide for separate protection for each Unit to the full insurable replacement value thereto (limited as above provided), and a separate loss payable endorsement, in favor of the Mortgagee or Mortgagees of each Unit, if any, and further, a separate loss payable clause in favor of the Mortgagee of the Condominium, if any.

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 at 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 Condominium, except to the extent such coverage is not available or has been waived in writing by such agency.

13.2 Owner's Additional Insurance. Notwithstanding the provisions of Section 13.1.1, each Owner shall be primarily responsible to obtain and maintain property insurance on the contents and personal property located within their Unit.

13.3 Coverage Not Available. If the insurance described in Section 13.1 is not reasonably available, or is modified, cancelled or not renewed, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid postage by first class United States mail to all Unit Owners, to each Eligible Mortgagee and to each Mortgagee to whom a certificate 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.

13.4 Required Provisions: Insurance policies carried pursuant to this Article shall:

13.4.1 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;

13.4.2 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;

13.4.3 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;

13.4.4 Provide that if, at the time of loss under a 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;

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

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

13.5 Claims Adjustment. Any loss covered by the property insurance 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.

13.6 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 RCW 48.18 pertaining to cancellation or non-renewal 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 of the new Owner and request that the new Owner be made named insured under such policy.

ARTICLE 14

DAMAGE OR DESTRUCTION; RECONSTRUCTION

14.1 Definitions: Significant Damage; Repair; Emergency Work.

14.1.1 As used in this Article, the term "Significant Damage" means damage or destruction, whether or not caused by casualty, to any part of the Property which the Board is responsible to maintain or repair; (1) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs; and (b) which has a significant adverse impact on the 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 Unit Structure and the common and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

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

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

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

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

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

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

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

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

14.4 General Provisions.

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

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

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

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

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

14.5.2 Insurance Trustee. The Board may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for a loss in excess of Fifty Thousand Dollars (\$50,000.00), or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

14.6 Decision to Terminate. In the event of a decision to terminate the Condominium and not 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 improvements and clearing, filling and grading the real property), and the remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268.

ARTICLE 15  
CONDEMNATION

15.1 In General. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by the 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

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otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this section is thereafter a Common Element.

15.2 Partial Unit Condemnation. Except as provided in Section 15.1, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides: (a) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit, and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

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

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

15.5 Association to Represent Owners. The Association shall represent the Unit Owners 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 Owner's behalf in a condemnation process, the affected Owners may individually or jointly act on their own behalf. Ownership of condemnation proceeds, as between the Owners and Mortgagees of the affected Units, shall be controlled by the terms of the mortgage agreements between the respective Owners and their Mortgagees.

ARTICLE 16

COMPLIANCE WITH DECLARATION

16.1 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration, the Bylaws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners), or by the aggrieved Owner on their own against the party (including an Owner or the Association) failing to comply.

16.2 No Waiver of Strict Performance. The failure of the Board in any one or more instances to insist upon the strict performance of this Declaration, or of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or 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. This section also extends to the Manager and to Declarant or Declarant's managing agent, exercising the powers of the Board during the initial period of operation of the Association and the Condominium development.

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 (or the Declarant or Declarant's managing agent exercising the powers of the Board) shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may lead or flow from outside or from any parts of Units, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Common Expense 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, Association officer, Declarant or Declarant's managing agent exercising the power of the Board has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity; 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 Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of intentional misconduct, or gross negligence or a knowing violation of the law in the performance of their 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.

#### 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 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.

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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 both Sixty-seven Percent (67%) of all Eligible Mortgagees and Eighty Percent (80%) of the Owners of record of the Units, seek by act or omission to either (a) abandon or terminate the condominium status of the project or (b) abandon, encumber, sell or transfer any of the Common Elements.

18.3 Partitions and Subdivision. The Association shall not combine nor subdivide any Unit or the appurtenant Limited Common Elements, nor abandon, partition, subdivide, encumber or sell any Common Elements, or accept any proposal so to do, without the prior written approval of Fifty-one Percent (51%) of all Eligible Mortgagees and Sixty-seven Percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s), so affected.

18.4 Change in Percentages. The 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 Fifty-one Percent (51%) of all Eligible Mortgagees and Sixty-seven Percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed.

18.5 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice: (a) that the Owner/Mortgagor of the Unit has for more than Sixty (60) days failed to meet any obligation under the Condominium documents; (b) of all meetings of the 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 consistent 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 Mortgage of a Unit, the Board shall:

18.7.1.1 Furnish 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;

18.7.1.2 Require an insurance carrier to give the Board and any and all insureds (including such Mortgagees) at least Thirty (30) days written notice before cancelling, 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);

18.7.1.3 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 (\$5,000.00) without the approval of such Mortgagee; provided that, the withholding of such approval shall not be unreasonable or in conflict with the provisions of Article 14;

18.7.1.4 Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00);

18.7.1.5 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 (\$1,000.00);

18.7.1.6 Cause any insurer 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.

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

18.7.2.1 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;

18.7.2.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or

neglect of the Board or Unit Owners or any persons claiming under any of them;

18.7.2.3 Waive any provision invalidating such Mortgage clause by reason of: The failure of any Mortgagee to notify the insurer of any hazardous use or vacancy; any requirement that the Mortgagee pay any premium thereon; and any contribution clause.

18.8 Inspection of Books. Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled by the Owners' Association: To inspect at all reasonable hours of weekdays (or under other reasonable circumstances) all of the books and records of the Association including current copies of this Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Owners' Association (within a reasonable time following request); and, upon written request of any holder, insurer or guarantor of any Mortgage at no cost of the party so requesting (or if this project contains less 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.

18.9 Response to Notice. Whenever the consent or prior written approval of a Mortgagee is required by the terms of this Declaration, it shall be deemed given by a Mortgagee who fails to respond in writing within Thirty (30) days of a written notice describing the matter subject to such consent or approval if such notice was delivered by certified or registered mail with a return receipt requested.

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. Without limiting the generality of the foregoing, each Unit and all Common and Limited Common Elements are specifically subject to an easement for the benefit of each of the other Units, and for heating, ventilation, air conditioning and fireplaces, and associated flues or chimneys. In addition, each Unit and all the Common and Limited Common Element specifically subject to easements as required for the intercom and electrical entry system, if any, for the electrical

wiring and plumbing, for the air conditioning lines and equipment, if any, for each Unit, for the vacuum system roughed-in in each Unit, if any, and for the master antenna cable system, if any. Finally, each Unit as it is constructed is granted an easement to which each other Unit and all Common and Limited Common Elements are subject to 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, Road and Other 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. There is also a mutual non-exclusive easement for ingress, egress and utilities between the Condominium and the condominium project to be located directly to the south of Summerhill Village. Such easements shall be over, under and across the roads now existing or hereafter constructed in either such condominium project.

19.3 Association Functions. There is hereby reserved to Declarant and the Association, or their duly authorized agents and representatives, such easements as are necessary for emergency repairs and/or to perform the duties and obligations of the Association as are set forth in this Declaration or in the Bylaws and the Association Rules.

19.4 Encroachments. Each Unit and all Common and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Limited Common Elements, for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, reconstruction, repairs, settlement or shifting or movement of any portion of any Unit, or any other similar cause. 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, settling or shifting; 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 (other than Declarant). 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 as such so long as they shall exist. The foregoing encroachments shall not be

construed to be encumbrances affecting the marketability of title to any Unit.

19.5 Easements Reserved by the Declarant. The Declarant reserves an easement over, across, and through the Common Elements of the Condominium for the purposes of completing any unfinished Units or other improvements, exhibiting and preparing Units for sale, making repairs required pursuant to any contract of sale, and discharging the Declarant's obligations or exercising Development Rights or Special Declarant Rights. The Declarant further reserves mutual non-exclusive easements over, across, and through the Common Elements of the Condominium (i.e., the land described in Exhibit A, as it may from time to time be amended by the Declarant) and over any land which is withdrawn from the Condominium pursuant to Article 2 (the "Withdrawn Land") for the benefit of the Declarant and its successors and assigns as present and future owners of the Withdrawn Land, and for the benefit of the Association and all Owners of Units in the Condominium for ingress to and egress over the roadways and pathways of the Condominium and the Withdrawn Land, the right to have access to and to tie into and utilize any water, sanitary sewer, storm sewer, electricity, gas, telephone, cable, television, or other utility lines now or hereafter established in the Condominium and on the Withdrawn Land. The easements reserved hereby shall not be exercised in a manner that will overload or materially impair the use and enjoyment of the roadways, pathways and utilities by Unit Owners or the present and future owners of the Withdrawn Land. The easements reserved hereby shall mutually benefit the land described in Exhibit A as it may be amended, irrespective of whether that land is added to the Condominium, withdrawn from the Condominium or is used for any other purpose. This Section 19.5 may not be altered or amended without the written consent of the Declarant.

#### ARTICLE 20

##### PROCEDURES FOR SUBDIVIDING OR COMBINING

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

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

DECLARATION OF CONDOMINIUM  
SUMMERHILL VILLAGE

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20.1.2 Owner/Mortgagee Approval. Upon written approval of such proposal by Sixty-seven Percent (67%) of the Owners, and upon approval of Sixty-seven Percent (67%) of the Eligible Mortgagees and unanimous prior written approval of the 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 Declaration of Condominium in accordance with the provisions of Section 21.1.

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

#### ARTICLE 21

##### AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

21.1 In General. Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), the Association (in connection with Section 7.2, Articles 14, 15 or 20, or termination of the Condominium), or certain Unit Owners (in connection with Section 7.2, or Article 20, or termination of the Condominium), and except as limited by Section 21.4, the Declaration, including the Survey Map and Plans, may be amended only by vote or agreement of the Owners of Units to which at least Sixty-seven Percent (67%) of the votes in the Association are allocated; provided, however, if the provision being amended is a voting requirement of the Owners of Units to which more than Sixty-seven Percent (67%) of the votes in the Association are allocated, then such provision may be amended only by vote or agreement of the Owners of Units to which such greater percentage of the votes in the Association are allocated.

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

DECLARATION OF CONDOMINIUM  
SUMMERHILL VILLAGE

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

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

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

21.6 Special Declarant Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right provided in the Declaration without the consent of the Declarant and any Mortgagee of record with a security interest in the Special Declarant Right or in any real property subject thereto, excluding Mortgagees of Units owned by persons other than the Declarant.

21.7 Material Amendments. Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), and except for amendments which require only the consent of the Owners of the affected Units and their eligible Mortgagees, any amendment to a provision of the Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall require the consent of Fifty-one Percent (51%) of the Eligible Mortgagees or such higher percentage as may be expressly provided elsewhere in this Declaration: 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 their 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 the Declaration; any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs, or any provisions that expressly benefit Mortgage holders, insurers, or guarantors. A Mortgagee who fails to respond within Thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered by certified or registered mail with a return receipt requested.

21.8 Map and Plans Amendment. Except as otherwise provided herein, the Survey Map and Plans may be amended by revised versions or revised portions thereof referred to and described as to effect an amendment to this Declaration adopted as provided for herein. Copies of any such proposed amendment to the Survey Map and Plans shall be made available for the examination of every Unit Owner. Such amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the appropriate county office in conjunction with the 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 Service of Process. The person upon whom process may be served and his address is set forth in Exhibit B. After termination of Declarant's management authority under Article 10, service of process for the purposes provided in the Act may also be made upon the president of the Association. The Board may at any time designate a new or different person or agency for such purposes by filing an amendment to this Declaration limited to the sole purpose of making such change, and such amendment need only be signed and acknowledged by the then president of the Association. The Declarant may, at any time before the Board is organized, change such designation by amendment to this Declaration signed and acknowledged only by Declarant.



22.2 Notices for All Purposes.

22.2.1 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.

22.2.2 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 its security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

22.3 Mortgagee's Acceptance.

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

22.3.2 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 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 Interests 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 acknowledgement that such appropriate arrangements for partial release of Units have been made; provided that, except as to the Units so released, said Mortgage shall remain in full effect as to the entire Property.

22.4 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 affect the common plan.

22.5. Conveyances: Notices 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, of the closing agent, and of the title insurance company insuring the purchaser's interest; and the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Unit, whether or not such information is requested. It is understood, however, that a violation of this section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

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

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

22.8 Reference to Survey Map and Plans. The Survey Map and Plans of the Building referred to herein consist of 9 sheets as prepared by Ann S. T. Saffers and were filed with the Recorder of King County, Washington, under File No. 19990709000327 in Volume 157 of Condominiums, pages 62 through 70.

#### 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:

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SUMMERHILL VILLAGE

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23.1.1 Completion of Improvements. Declarant, Unit Owners, their agents, employees and contractors shall have the right to complete improvements and otherwise perform work: authorized by the Declaration; indicated on the Survey Map and Plans; authorized by building permits; provided for under any Purchase and Sale Agreement between Declarant and a Unit Purchaser; necessary to satisfy any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

23.1.2 Sales Facilities of Declarant. Declarant, its agent, employees and contractors shall be permitted to maintain during the period of sale of the Condominium upon such portion of the Property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be required, convenient or incidental to the construction, sale or rental of Units and appurtenant interests, including but not limited to, a business office, storage area, signs, model units, sales office, construction office, and parking areas for all prospective tenants or purchasers of Declarant. Any such facilities not designated a Unit by the Declaration is a Common Element and, if Declarant ceases to be a Unit Owner, the Declarant ceases to have any rights with regard thereto unless it is removed promptly from the Condominium, which Declarant shall have the right to do. The provisions of this section are subject to the provisions of 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 Exercise of Development Rights. Declarant shall have the right to exercise Development Rights, if any, under this Declaration and the Act.

23.1.4 Termination of Declarant Rights. Except as otherwise provided in this Declaration, the foregoing 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 Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

23.2 Development Rights. The Declarant reserves the Development Right to create up to an additional One Hundred ~~Forty~~ (140) additional Units and associated Limited Common Elements on the Subsequent Phase Property, or to withdraw all or a portion of

the property pursuant to Article 2. The Declarant shall be entitled to all income from the Subsequent Phase Property until Units are created and sold. As more particularly provided in this Article, the Declarant, for itself and any successor Declarant, has also reserved the following Development Rights:

23.2.1 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 to Common Elements, the amendment to the 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 converts the Unit entirely to Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by the Declarant.

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

23.2.2 Different Parcels; Different Times.

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

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

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

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

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

DATED this 2nd day of July, 1999.

DECLARANT:

MACLEAN TONNHOMES, L.L.C., a Washington limited liability company

By: POLYGON NORTHWEST COMPANY, a Washington general partnership  
Its: Manager

By: BRENTVIEW, INC., a Washington corporation  
Its: Managing General Partner

By: [Signature]  
[Print Name] Don A Young  
Its: Vice President

MACLEAN SOUTH, L.L.C., a Washington limited liability company

By: POLYGON NORTHWEST COMPANY, a Washington general partnership  
Its: Manager

By: BRENTVIEW, INC., a Washington corporation  
Its: Managing General Partner

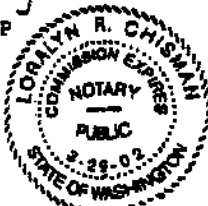
By: [Signature]  
[Print Name] Don A Young  
Its: Vice President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Gary A. Young is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of BRENTVIEW, INC., a Washington corporation, Managing General Partner of POLYGON NORTHWEST COMPANY, a Washington General Partnership, Manager of MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 2, 1999.

SEAL/STAMP



Lorilyn R. Chisman  
(Print Name) Lorilyn R. Chisman  
NOTARY PUBLIC for the State of Washington  
Residing at Bellevue  
My Appointment Expires: 5-29-02

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Gary A. Young is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of BRENTVIEW, INC., a Washington corporation, Managing General Partner of POLYGON NORTHWEST COMPANY, a Washington General Partnership, Manager of MACLEAN SOUTH, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 2, 1999.

SEAL/STAMP



Lorilyn R. Chisman  
(Print Name) Lorilyn R. Chisman  
NOTARY PUBLIC for the State of Washington  
Residing at Bellevue  
My Appointment Expires: 5-29-02

DECLARATION OF CONDOMINIUM  
SUMMERHILL VILLAGE

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TO THE NORTH LINE OF SAID PARCEL AT A POINT THAT IS NORTH 88°00'36" WEST FROM THE NORTHEAST CORNER THEREOF, AND THE TERMINUS OF THIS LINE.

3. SUBSEQUENT PHASE PROPERTY.

ALL OF THE PROPERTY IN PARAGRAPH 1 ABOVE, LESS THE PHASE 1 PROPERTY IN PARAGRAPH 2 ABOVE.

4. DESCRIPTION OF ANY REAL PROPERTY (EXCEPT REAL PROPERTY SUBJECT TO DECLARANT'S RESERVED DEVELOPMENT RIGHTS) WHICH MAY BE ALLOCATED SUBSEQUENTLY AS LIMITED COMMON ELEMENTS (OTHER THAN LIMITED ELEMENTS SPECIFIED IN SECTION 7 ABOVE):

See Paragraph 1 above.

5. DESCRIPTION OF ANY REAL PROPERTY TO WHICH ANY DECLARANT'S RESERVED DEVELOPMENT RIGHTS APPLY:

See Paragraph 1 above.

Hundred (200) Units in the Condominium, including all phases. Phase 1 will contain Buildings 1 through 9, inclusive, and Building 30. All of the Buildings are of wood frame construction. Units with Floor Plans C or D are One (1) story and are located on the first floor. Units with Floor Plans C1 or D1 are One (1) story, and are located on the second floor. Units with Floor Plans A, B, C2, D2 and E1 are Two (2) stories and are located on the second floor and third floors (although such Units also have entry rooms on the first floor). Units with Floor Plans E, F and F1 are Three (3) stories and are located on the first, second and third floors. All of the units have natural gas heat and One (1) fireplace. The exact location of the Buildings, Units and Garages for Phase 1 are shown on the Survey Map and Plans.

FLOOR PLAN A: Floor Plan A has Two (2) bedrooms, One (1) bathroom, a living/dining room, a kitchen, a walk-in closet and a second floor entry room. Floor Plan A contains approximately 985 square feet.

FLOOR PLAN B: Floor Plan B has One (1) bedroom, One (1) bathroom, a living/dining room, a kitchen and a second floor entry room. Floor Plan B contains approximately 815 square feet.

FLOOR PLAN C: Floor Plan C has Two (2) bedrooms, Two (2) bathrooms, a living room, a dining room, and a kitchen. Floor Plan C contains approximately 1,006 square feet.

FLOOR PLAN C1: Floor Plan C1 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan C1 contains approximately 1,021 square feet.

FLOOR PLAN C2: Floor Plan C2 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, a kitchen and a second floor entry room. Floor Plan C2 contains approximately 1,169 square feet.

FLOOR PLAN D: Floor Plan D has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan D contains approximately 1,037 square feet.

FLOOR PLAN D1: Floor Plan D1 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan D1 contains approximately 1,028 square feet.

FLOOR PLAN D2: Floor Plan D2 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, a kitchen and a second floor entry room. Floor Plan D2 contains approximately 1,154 square feet.

**FLOOR PLAN E:** Floor Plan E has Two (2) bedrooms, Two and One-half (2.5) bathrooms, a living/dining room, a kitchen with a nook and a first floor entry room. Floor Plan E contains approximately 1,293 square feet.

**FLOOR PLAN E1:** Floor Plan E1 has Two (2) bedrooms, Two and One-half (2.5) bathrooms, a living/dining room and a kitchen with a nook. Floor Plan E1 contains approximately 1,243 square feet.

**FLOOR PLANS F and F1:** Floor Plans F and F1 have Three (3) bedrooms, Two and One-half (2.5) bathrooms, a living/dining room, a family room, a kitchen, a walk-in-closet and a utility storage room. Floor Plans F and F1 contain approximately 1,864 square feet.

- NOTE 1: PARKING.** In all phases there will be a maximum total of approximately Three Hundred Sixty-eight (368) parking spaces, Two Hundred Sixty-eight (268) of which are garage parking spaces, and One Hundred (100) of which are uncovered parking spaces. Each Unit with Floor Plans A, B, C1, C2, D1 and D2 will be assigned One (1) garage parking space in garages attached to their units. Each Unit with Floor Plans C and D will be assigned One (1) garage parking space in garages that are not attached to their units. All other Units will be assigned Two (2) garage parking spaces in garages that are attached to their units. The exact location of all garage and uncovered parking spaces in Phase 1 are shown on the Survey Map and Plans. In Phase 1, there are a total of Seventy-six (76) parking spaces, of which Sixty-four (64) are garage parking spaces and Twelve (12) are uncovered parking spaces. Each Unit in Phase 1 is assigned the garage parking space physically attached to and providing direct access to that Unit.
- NOTE 4: AGENT FOR SERVICE OF PROCESS.** The initial person upon whom legal process may be served is ERIC WELLS. His address is 11624 SE Fifth Street, Suite 200, Bellevue, WA 98005.
- NOTE 5: GARAGE AREAS NOT INCLUDED.** The areas shown for each Unit do not include the areas of any garages.
- NOTE 6: LIMITED COMMON ELEMENTS.** The parking spaces and storage spaces described above are Limited Common Elements, reserved for the exclusive use of the Unit to which they are assigned (or, in the case of decks or patios, to the Unit to which such decks or patios are adjacent).

DECLARATION OF CONDOMINIUM  
SUMMERHILL VILLAGE

-64-

FILE #94-242-11  
UNCLASSED

EXHIBIT C--Continued  
PHASE 1

<u>UNIT</u>	<u>ALLOCATED INTERESTS AND SHARE OF COMMON EXPENSES</u>
<u>BUILDING 5</u>	
5-1	1.79%
5-2	1.79
5-3	1.79
5-4	1.79
5-5	1.79
5-6	1.79
<u>BUILDING 6</u>	
6-1	1.79
6-2	1.79
6-3	1.79
6-4	1.79
6-5	1.79
6-6	1.79
<u>BUILDING 7</u>	
7-1	1.79
7-2	1.79
7-3	1.79
7-4	1.79
7-5	1.79
7-6	1.79
<u>BUILDING 8</u>	
8-1	1.79
8-2	1.79
8-3	1.79
8-4	1.79
8-5	1.79
8-6	1.79
<u>BUILDING 9</u>	
9-1	1.79
9-2	1.79
9-3	1.79
9-4	1.79

DECLARATION OF CONDOMINIUM  
SUMMERHILL VILLAGE

-66-

FILE 896-242-91  
DECLARAT.1



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PAGE 001 OF 000  
11/04/1998 10:23  
KING COUNTY, WA

CHICAGO TITLE AMND 15.00

WHEN RECORDED, RETURN TO:  
Matthew B. Straight  
OSERAN, HAHN, SPRING & WATTS, P.S.  
050 Skyline Tower  
10900 N.E. Fourth Street  
Bellevue, Washington 98004

SECOND AMENDMENT TO DECLARATION FOR  
SUMMERHILL VILLAGE,  
A CONDOMINIUM

DECLARANT: MACLEAN SOUTH, L.L.C., a Washington limited liability company; and MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company

LEGAL DESCRIPTION: N 1/2 OF SW 1/4 OF NE 1/4, 22-24-6

Additional legal description is on pages 5 - 8 of document.

TAX PARCEL #'s: 222406-9148, 222406-9047

DEPARTMENT OF ASSESSMENTS  
Examined and  
Scott Poole Assessor  
Richard Link Deputy Assessor

W. 9201277-10

Summerhill Village, a Condominium, as of the day and year first written above.

DECLARANT:

MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company

By: POLYGON NORTHWEST COMPANY, a Washington general partnership  
Its: Manager

By: BRENTVIEW, INC., a Washington corporation  
Its: Managing General Partner

By: ERIC L. WATTS  
(Print Name) ERIC L. WATTS  
Its: Manager

MACLEAN SOUTH, L.L.C., a Washington limited liability company

By: POLYGON NORTHWEST COMPANY, a Washington general partnership  
Its: Manager

By: BRENTVIEW, INC., a Washington corporation  
Its: Managing General Partner

By: ERIC L. WATTS  
(Print Name) ERIC L. WATTS  
Its: Manager

SECOND AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE

3

FILE #96-242(91)  
SUMMERHILL VILLAGE

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PAGE 003 OF 000  
11/04/1999 10 23  
KING COUNTY, WA

CHICAGO TITLE #000 13 00

EXHIBIT A

LEGAL DESCRIPTION

The legal description of the real property included in SUMMERHILL VILLAGE, a Condominium, is as follows:

I. TOTAL PROPERTY.

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NOS. 2721716, 8009230742, AND 8410180377;

EXCEPT ANY PORTION THEREOF LYING EASTERLY OF THE WESTERLY MARGIN OF A KING COUNTY ROAD BEING A STRIP OF LAND 100 FEET IN WIDTH WITH THE CENTER BEING THE CENTERLINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NO. 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NUMBER 9809041411, SAID CENTERLINE BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, RECORDS OF KING COUNTY;

THENCE SOUTH 88°24'57" EAST A DISTANCE OF 476.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 22;

THENCE NORTH 54°34'34" EAST A DISTANCE OF 2,389.54 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF 720.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID 720.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 38°43'08" AN ARC DISTANCE OF 486.56 FEET;

THENCE NORTH 15°51'26" EAST, A DISTANCE OF 869.58 FEET TO THE BEGINNING OF A 1,536.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID 1,536.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 33°43'18" AN ARC DISTANCE OF 904.02 FEET;

THENCE NORTH 49°34'44" EAST, A DISTANCE OF 401.62 FEET TO THE INTERSECTION OF ISSAQUAH-PINE LAKE ROAD AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET NORTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET WESTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD;

SECOND AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE

5

FILE 896-242(91)  
SUMMERHILL VILLAGE 202

19991104008533  
PRICE \$65 OF \$80  
11/24/1999 10 22  
KING COUNTY, WA

CHICAGO TITLE

15 80



NORTH 13°51'27" WEST, 97.69 FEET;  
THENCE NORTH 71°13'30" EAST, 70.00 FEET, TO THE TRUE POINT OF  
BEGINNING;  
THENCE NORTH 27°11'37" EAST, 132.22 FEET;  
THENCE NORTH 43°40'28" EAST, 241.20 FEET;  
THENCE NORTH 05°43'28" EAST, 65.00 FEET;  
THENCE NORTH 65°46'38" EAST, 166.61 FEET;  
THENCE NORTH 03°58'53" WEST, 99.11 FEET TO THE NORTHWEST  
CORNER OF SAID SUMMERHILL VILLAGE (PHASE 1), SAID POINT ALSO  
BEING ON THE NORTH LINE OF THE ABOVE REFERENCED SUBDIVISION;

THENCE NORTH 88°00'36" WEST ALONG THE NORTH LINE OF SAID NORTH  
HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 344.24  
FEET;  
THENCE SOUTH 01°59'24" WEST, 145.00 FEET;  
THENCE SOUTH 88°42'43" EAST, 95.70 FEET;  
THENCE SOUTH 01°59'24" WEST, 25.15 FEET;  
THENCE SOUTH 07°19'02" WEST, 80.60 FEET;  
THENCE SOUTH 30°26'14" WEST, 171.93 FEET;  
THENCE SOUTH 09°20'52" WEST, 84.70 FEET;  
THENCE SOUTH 14°32'29" WEST, 52.66 FEET TO THE POINT OF  
BEGINNING;

3. SUBSEQUENT PHASE PROPERTY.

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6  
EAST, W.M. IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE  
WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING  
COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS  
2721716, 8009230742, AND 8410180377, AND WESTERLY OF THE WEST  
LINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY  
SURVEY NUMBER 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING  
NUMBER 9809041411;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE FOLLOWING  
DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED  
PARCEL;

THENCE NORTH 88°10'44" WEST ALONG THE SOUTH LINE THEREOF,  
194.56 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 13°51'27" WEST, 97.69 FEET;  
THENCE NORTH 71°13'30" EAST, 70.00 FEET;  
THENCE NORTH 14°32'29" EAST, 52.66 FEET;  
THENCE NORTH 09°20'52" EAST, 84.70 FEET;  
THENCE NORTH 30°26'14" EAST, 171.93 FEET;  
THENCE NORTH 07°19'02" EAST, 80.60 FEET;  
THENCE NORTH 01°59'24" EAST, 25.15 FEET;

SECOND AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE 7

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PAGE 007 OF 008  
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KING COUNTY, WA

CHICAGO TITLE AND

13 88

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# SUMMERHILL VILLAGE (PHASE 1)

197/02

## A CONDOMINIUM

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER  
SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN  
KING COUNTY, WASHINGTON

### LEGAL DESCRIPTION (TOTAL PROPERTY)

THE PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, AS SHOWN ON THE PLAT OF THE SUMMERHILL VILLAGE (PHASE 1) CONDOMINIUM, AS RECORDED IN KING COUNTY RECORDS, BOOK 22, PAGE 2400, WHICH PLAT IS HEREBY REFERRED TO AS THE "PLAT".

THE PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, AS SHOWN ON THE PLAT OF THE SUMMERHILL VILLAGE (PHASE 1) CONDOMINIUM, AS RECORDED IN KING COUNTY RECORDS, BOOK 22, PAGE 2400, WHICH PLAT IS HEREBY REFERRED TO AS THE "PLAT".

THE PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, AS SHOWN ON THE PLAT OF THE SUMMERHILL VILLAGE (PHASE 1) CONDOMINIUM, AS RECORDED IN KING COUNTY RECORDS, BOOK 22, PAGE 2400, WHICH PLAT IS HEREBY REFERRED TO AS THE "PLAT".

### ACKNOWLEDGMENTS

I, the undersigned, being duly sworn, depose and say that I am the owner of the above described property, and that I have executed the foregoing instrument for the purposes and consideration therein expressed.

*[Signature]*



I, the undersigned, being duly sworn, depose and say that I am the owner of the above described property, and that I have executed the foregoing instrument for the purposes and consideration therein expressed.

*[Signature]*



### LEGAL DESCRIPTION (PHASE 1)

THE PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, AS SHOWN ON THE PLAT OF THE SUMMERHILL VILLAGE (PHASE 1) CONDOMINIUM, AS RECORDED IN KING COUNTY RECORDS, BOOK 22, PAGE 2400, WHICH PLAT IS HEREBY REFERRED TO AS THE "PLAT".

### LAND SURVEYOR'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that I am a duly licensed land surveyor, and that I have surveyed the above described property, and that the same is correctly described in the foregoing legal description.

*[Signature]*

### LEGAL DESCRIPTION (SUBSEQUENT PHASE PROPERTY)

THE PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, AS SHOWN ON THE PLAT OF THE SUMMERHILL VILLAGE (PHASE 1) CONDOMINIUM, AS RECORDED IN KING COUNTY RECORDS, BOOK 22, PAGE 2400, WHICH PLAT IS HEREBY REFERRED TO AS THE "PLAT".

### LAND SURVEYOR'S VERIFICATION

I, the undersigned, being duly sworn, depose and say that I am a duly licensed land surveyor, and that I have surveyed the above described property, and that the same is correctly described in the foregoing legal description.

*[Signature]*

I, the undersigned, being duly sworn, depose and say that I am a duly licensed land surveyor, and that I have surveyed the above described property, and that the same is correctly described in the foregoing legal description.

*[Signature]*



### APPROVAL

*[Signature]* *[Signature]*

### DEDICATION

THE PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, AS SHOWN ON THE PLAT OF THE SUMMERHILL VILLAGE (PHASE 1) CONDOMINIUM, AS RECORDED IN KING COUNTY RECORDS, BOOK 22, PAGE 2400, WHICH PLAT IS HEREBY REFERRED TO AS THE "PLAT".

### RECORDING CERTIFICATE

I, the undersigned, being duly sworn, depose and say that I am a duly licensed land surveyor, and that I have surveyed the above described property, and that the same is correctly described in the foregoing legal description.

*[Signature]* *[Signature]*



**Carphenson Consulting Engineers, Inc.**  
2214 N. 24th St., Seattle, WA 98107  
SW1/4, NE1/4 SEC. 22-24N-06E  
SHEET 1 OF 8

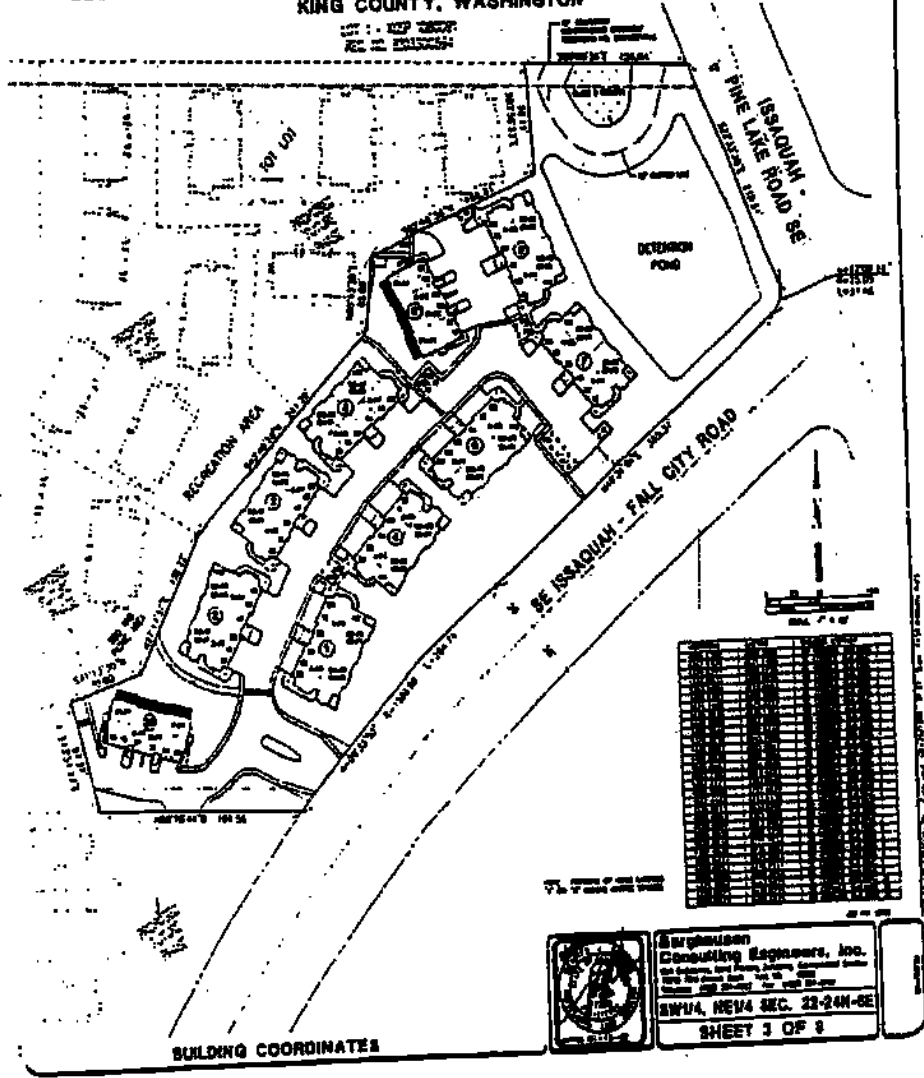
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157/64

# SUMMERHILL VILLAGE (PHASE 1)

## A CONDOMINIUM

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN KING COUNTY, WASHINGTON



**Borghausen**  
**Consulting Engineers, Inc.**  
 1000 1st Avenue, Suite 1000  
 Seattle, WA 98101  
 (206) 461-1100  
 FAX (206) 461-1101

SWUA, MEVA SEC. 22-24M-02  
 SHEET 3 OF 3

BUILDING COORDINATES

1770'09'000347

# SUMMERHILL VILLAGE (PHASE 1)

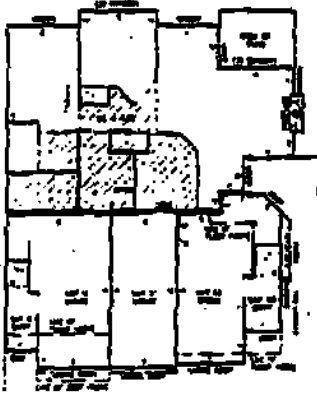
157/66

## A CONDOMINIUM

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN KING COUNTY, WASHINGTON

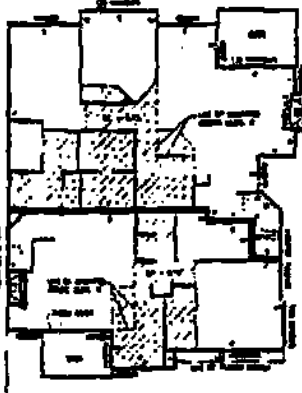
UNIT TYPE D1

REAR PORCH	11' 0" x 11' 0"
BATH	5' 0" x 6' 0"
KITCHEN	8' 0" x 10' 0"
LIVING	11' 0" x 13' 0"
SLEEPING PORCH	11' 0" x 11' 0"
HALL	3' 0" x 4' 0"
CLOSET	3' 0" x 4' 0"
STAIRS	3' 0" x 4' 0"
ENTRY	3' 0" x 4' 0"
PORCH	11' 0" x 11' 0"



UNIT TYPE D2

REAR PORCH	11' 0" x 11' 0"
BATH	5' 0" x 6' 0"
KITCHEN	8' 0" x 10' 0"
LIVING	11' 0" x 13' 0"
SLEEPING PORCH	11' 0" x 11' 0"
HALL	3' 0" x 4' 0"
CLOSET	3' 0" x 4' 0"
STAIRS	3' 0" x 4' 0"
ENTRY	3' 0" x 4' 0"
PORCH	11' 0" x 11' 0"



UNIT TYPE B

REAR PORCH	11' 0" x 11' 0"
BATH	5' 0" x 6' 0"
KITCHEN	8' 0" x 10' 0"
LIVING	11' 0" x 13' 0"
SLEEPING PORCH	11' 0" x 11' 0"
HALL	3' 0" x 4' 0"
CLOSET	3' 0" x 4' 0"
STAIRS	3' 0" x 4' 0"
ENTRY	3' 0" x 4' 0"
PORCH	11' 0" x 11' 0"

UNIT TYPE B

REAR PORCH	11' 0" x 11' 0"
BATH	5' 0" x 6' 0"
KITCHEN	8' 0" x 10' 0"
LIVING	11' 0" x 13' 0"
SLEEPING PORCH	11' 0" x 11' 0"
HALL	3' 0" x 4' 0"
CLOSET	3' 0" x 4' 0"
STAIRS	3' 0" x 4' 0"
ENTRY	3' 0" x 4' 0"
PORCH	11' 0" x 11' 0"

THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE OWNER.



**Burgesson**  
**Consulting Engineers, Inc.**  
 1000 1st Avenue, Suite 1000  
 Seattle, WA 98101  
 206/461-1111  
 206/461-1112  
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 206/461-1150

SHEET 6 OF 6

WHEN RECORDED, RETURN TO:  
Matthew B. Straight  
OSERAN, HAHN, SPRING & WATTS, P.S.  
850 Skyline Tower  
10900 N.E. Fourth Street  
Bellevue, Washington 98004

FIRST AMENDMENT TO DECLARATION FOR  
SUMMERHILL VILLAGE,  
A CONDOMINIUM

DECLARANT: MACLEAN SOUTH, L.L.C., a Washington limited liability company; and MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company

LEGAL DESCRIPTION: N 1/2 OF SW 1/4 OF NE 1/4, 22-24-6

Additional legal description is on pages 5 - 8 of document.

TAX PARCEL #'s: 222406-9148, 222406-9047, \_\_\_\_\_

600  
W-9921262-10

ORIGINAL

FIRST AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE

1

FILE #96-242(91)  
SUMMERHILL AMEN. 2



10001820000457  
PAGE 001 OF 018  
10/30/1996 13:30  
KING COUNTY, WA

CHICAGO TITLE DCOM 25.00

3. Exhibit "B" to the Declaration is hereby stricken in its entirety and the new Exhibit "B" attached hereto is inserted in its place.

4. Exhibit "C" to the Declaration is hereby stricken in its entirety and the new Exhibit "C" attached hereto is inserted in its place.

5. Pursuant to Section 2.2 of the Declaration, Declarant hereby establishes Phase 2 of Summerhill Village, a Condominium, by simultaneously recording both this Amendment to the Declaration and an Amendment to the Survey Map and Plans. Henceforth, Phases 1 and 2, including the Phase 1 and Phase 2 land, units, buildings and other improvements, shall constitute a single Condominium pursuant to the Act and the provisions of the Declaration, as amended herein. The information set forth in the Declaration, as amended herein, with respect to Phase 2 (including the Phase 2 land, and all units, buildings and other improvements thereon), shall henceforth control. The total percentages of ownership interest and shares of common expenses in Phases 1 and 2 set forth in Exhibit "C" of the Declaration, as amended herein, shall control and supersede the corresponding total percentages of ownership interest and shares of common expenses for Phase 1 alone.

Except as set forth above, each and every provision of the Declaration of Summerhill Village, a Condominium, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, on behalf of all unit owners, has executed this First Amendment to the Declaration of Summerhill Village, a Condominium, as of the day and year first written above.

DECLARANT:

MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company

By: POLYGON NORTHWEST COMPANY, a Washington general partnership  
Its: Manager

By: BRENTVIEW, INC., a Washington corporation  
Its: Managing General Partner

By: [Signature]  
(Print Name) Richard Knutings  
Its: Author: recd Agent

FIRST AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE

3

FILE #96-2421911  
SUBJECT: 1ST AMEN. 2

1996182808857  
PAGE 003 OF 018  
10/28/1996 12:28  
KING COUNTY, WA

CHICAGO TITLE DCOM

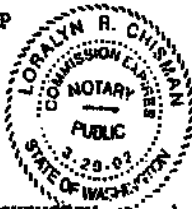
25.00

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Richard Rawlings is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Agent of BRENTVIEW, INC., a Washington corporation, Managing General Partner of POLYGON NORTHWEST COMPANY, a Washington General Partnership, Manager of MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 13, 1999.

SEAL/STAMP



Lorilyn R. Chisman  
Notary Public for the State of Washington  
Residing at Bellevue  
My Appointment Expires: 3-29-02

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Richard Rawlings is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Agent of BRENTVIEW, INC., a Washington corporation, Managing General Partner of POLYGON NORTHWEST COMPANY, a Washington General Partnership, Manager of MACLEAN SOUTH, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 13, 1999.

SEAL/STAMP



Lorilyn R. Chisman  
Notary Public for the State of Washington  
Residing at Bellevue  
My Appointment Expires: 3-29-02

FIRST AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE

5

FILE 196-242(91)  
SUMMER\1ST-AMEN.2

1000102000057  
PAGE ONE OF ONE  
10/20/1999 13:20  
KING COUNTY, WA

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., LYING WESTERLY OF THE WESTERLY LINE OF THE ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NOS. 2721716 AND 8209200697, AND WESTERLY OF THE WESTERLY LINE OF COUNTY ROAD CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 9803201399;

EXCEPT THAT PORTION THEREOF LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 88°19'16" EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 132.85 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION.

THENCE NORTH 01°36'43" EAST, PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, 96.42 FEET;

THENCE NORTH 88°35'31" EAST TO THE WESTERLY RIGHT OF WAY MARGIN OF SAID ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF SAID LINE;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

2. PHASE 2 PROPERTY.

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716, 8009230742, AND 8410180377, AND WESTERLY OF THE WEST LINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NUMBER 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NUMBER 9809041411, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL;

THENCE NORTH 88°10'44" WEST ALONG THE SOUTH LINE THEREOF, 194.56 FEET TO THE SOUTHWEST CORNER OF SUMMERHILL VILLAGE (PHASE 1) AS RECORDED IN VOLUME XX OF CONDOMINIUMS, AT PAGES XX-XX, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID SUMMERHILL VILLAGE (PHASE 1), THE FOLLOWING COURSES;

FIRST AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE

7

FILE #96-242(91)

BOOK 1127-PAGE 2

1988102808057

PAGE 097 OF 018  
10/29/1998 12:29  
KING COUNTY, WA



THENCE NORTH 01°59'24" WEST, 98.11 FEET TO THE NORTH LINE OF SAID PARCEL AT A POINT THAT IS NORTH 88°00'36" EAST FROM THE NORTHEAST CORNER THEREOF, AND THE TERMINUS OF THIS LINE.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., LYING WESTERLY OF THE WESTERLY LINE OF THE ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NOS. 2721716 AND 8209200697, AND WESTERLY OF THE WESTERLY LINE OF COUNTY ROAD CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 9803201399;

EXCEPT THAT PORTION THEREOF LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 88°19'16" EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION 132.85 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION;

THENCE NORTH 01°36'41" EAST, PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, 96.42 FEET;

THENCE NORTH 88°35'31" EAST TO THE WESTERLY RIGHT OF WAY MARGIN OF SAID ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF SAID LINE;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

4. DESCRIPTION OF ANY REAL PROPERTY (EXCEPT REAL PROPERTY SUBJECT TO DECLARANT'S RESERVED DEVELOPMENT RIGHTS) WHICH MAY BE ALLOCATED SUBSEQUENTLY AS LIMITED COMMON ELEMENTS (OTHER THAN LIMITED ELEMENTS SPECIFIED IN SECTION 7 ABOVE):

See Paragraph 1 above.

5. DESCRIPTION OF ANY REAL PROPERTY TO WHICH ANY DECLARANT'S RESERVED DEVELOPMENT RIGHTS APPLY:

See Paragraph 1 above.

FIRST AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE

9

FILE #96-242(91)  
SUMMERHILL VILLAGE

18881828000057  
PAGE 008 OF 018  
10/20/1999 13:28  
KING COUNTY, WA

CHICAGO TITLE DCOM

25.00

EXHIBIT B - Continued

<u>UNIT</u>	<u>FLOOR PLAN</u>
<u>BUILDING 6</u>	
6-1	C1
6-2	C2
6-3	A
6-4	B
6-5	D2
6-6	D1
<u>BUILDING 7</u>	
7-1	C1
7-2	C2
7-3	A
7-4	B
7-5	D2
7-6	D1
<u>BUILDING 8</u>	
8-1	D1
8-2	D2
8-3	B
8-4	A
8-5	C2
8-6	C1
<u>BUILDING 9</u>	
9-1	F
9-2	E
9-3	E
9-4	F
<u>BUILDING 10</u>	
10-1	D1
10-2	D2
10-3	B
10-4	A
10-5	C2
10-6	C1

FIRST AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE

11

FILE 896-242(91)

SUMMERHILL - AMEN. 2

18001028000057  
PAGE 011 OF 016  
10/20/2009 11:20  
KING COUNTY, WA

CHICAGO TITLE DCOM

25.00

with Floor Plans A, B, C2, D2 and E1 are Two (2) stories and are located on the second floor and third floors (although such Units also have entry rooms on the first floor). Units with Floor Plans E, F and F1 are Three (3) stories and are located on the first, second and third floors. All of the units have natural gas heat and One (1) fireplace. The exact location of the Buildings, Units and Garages for Phases 1 and 2 are shown on the Survey Map and Plans.

FLOOR PLAN A: Floor Plan A has Two (2) bedrooms, One (1) bathroom, a living/dining room, a kitchen, a walk-in closet and a second floor entry room. Floor Plan A contains approximately 985 square feet.

FLOOR PLAN B: Floor Plan B has One (1) bedroom, One (1) bathroom, a living/dining room, a kitchen and a second floor entry room. Floor Plan B contains approximately 815 square feet.

FLOOR PLAN C: Floor Plan C has Two (2) bedrooms, Two (2) bathrooms, a living room, a dining room, and a kitchen. Floor Plan C contains approximately 1,006 square feet.

FLOOR PLAN C1: Floor Plan C1 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan C1 contains approximately 1,021 square feet.

FLOOR PLAN C2: Floor Plan C2 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, a kitchen and a second floor entry room. Floor Plan C2 contains approximately 1,169 square feet.

FLOOR PLAN D: Floor Plan D has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan D contains approximately 1,037 square feet.

FLOOR PLAN D1: Floor Plan D1 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan D1 contains approximately 1,028 square feet.

FLOOR PLAN D2: Floor Plan D2 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, a kitchen and a second floor entry room. Floor Plan D2 contains approximately 1,154 square feet.

FLOOR PLAN E: Floor Plan E has Two (2) bedrooms, Two and One-half (2.5) bathrooms, a living/dining room, a kitchen with a nook and a first floor entry room. Floor Plan E contains approximately 1,293 square feet.

EXHIBIT C  
PHASES 1 AND 2

ALLOCATED INTERESTS  
AND SHARE OF COMMON  
EXPENSES

<u>UNIT</u>	
<u>BUILDING 1</u>	
1-1	1.25%
1-2	1.25
1-3	1.25
1-4	1.25
1-5	1.25
1-6	1.25
<u>BUILDING 2</u>	
2-1	1.25
2-2	1.25
2-3	1.25
2-4	1.25
2-5	1.25
2-6	1.25
<u>BUILDING 3</u>	
3-1	1.25
3-2	1.25
3-3	1.25
3-4	1.25
3-5	1.25
3-6	1.25
<u>BUILDING 4</u>	
4-1	1.25
4-2	1.25
4-3	1.25
4-4	1.25
4-5	1.25
4-6	1.25

FIRST AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE

15

FILE #96-243(91)

SUMMERHILL-VILLAGE

1890102500007  
PAGE 915 OF 918  
10/20/10 12:26  
KING COUNTY, WA

CHICAGO TITLE DC04

25.00

EXHIBIT C--Continued

<u>UNIT</u>	<u>ALLOCATED INTERESTS AND SHARE OF COMMON EXPENSES</u>
<u>BUILDING 10</u>	
10-1	1.25%
10-2	1.25
10-3	1.25
10-4	1.25
10-5	1.25
10-6	1.25
<u>BUILDING 11</u>	
11-1	1.25
11-2	1.25
11-3	1.25
11-4	1.25
11-5	1.25
11-6	1.25
<u>BUILDING 12</u>	
12-1	1.25
12-2	1.25
12-3	1.25
12-4	1.25
<u>BUILDING 14</u>	
14-1	1.25
14-2	1.25
14-3	1.25
14-4	1.25
14-5	1.25
14-6	1.25
14-7	1.25
14-8	1.25
<u>BUILDING 30</u>	
30-1	1.25
30-2	1.25
30-3	1.25
30-4	1.25
TOTAL	100.00%

FIRST AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE

17

FILE 896-242(911)

SUMMERHILL-AMEND. 2

1999162900857  
PAGE 917 OF 918  
10/20/1999 13:28  
KING COUNTY, WA

CHICAGO TITLE DCOM

20.00

14990709000327

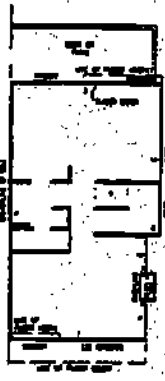
# SUMMERHILL VILLAGE (PHASE 1) 157/68

## A CONDOMINIUM

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN KING COUNTY, WASHINGTON



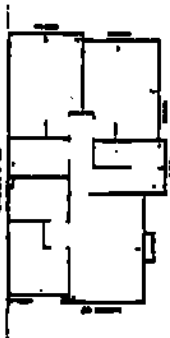
UNIT TYPE F



UNIT TYPE F



UNIT TYPE F



UNIT TYPE F1

NOTES:  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE NOTED.  
3. ALL DOORS ARE 3'0" WIDE UNLESS OTHERWISE NOTED.  
4. ALL WINDOWS ARE 6'0" WIDE UNLESS OTHERWISE NOTED.  
5. ALL FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.  
6. ALL UTILITIES ARE TO BE LOCATED AS SHOWN ON THE PLANS.  
7. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SEASIDE PLUMBING AND MECHANICAL CODES.



**Borgheson Consulting Engineers, Inc.**  
2000 1st Avenue, Suite 200  
Seattle, WA 98101  
PH: 206.461.1111  
FAX: 206.461.1112  
WWW: www.borgheson.com

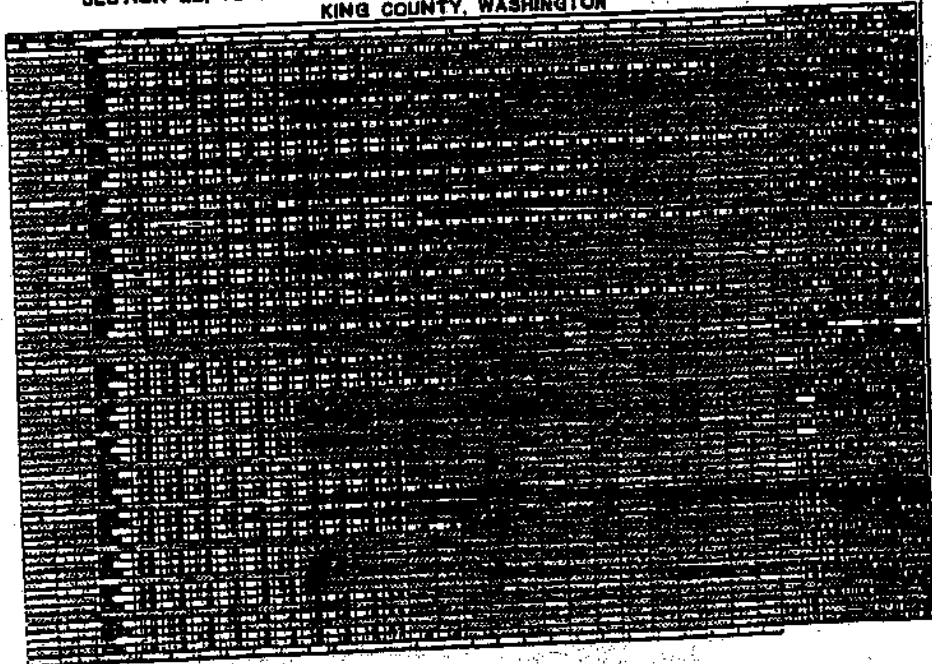
157/68  
SHEET 7 OF 9

1999070900327

157/70

# SUMMERHILL VILLAGE (PHASE 1) A CONDOMINIUM

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER  
SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN  
KING COUNTY, WASHINGTON



- 1. All other dimensions shown on plan
- 2. All other dimensions shown on plan
- 3. All other dimensions shown on plan
- 4. All other dimensions shown on plan
- 5. All other dimensions shown on plan



**Bergtussen**  
**Consulting Engineers, Inc.**  
 2000 The Center Way, Suite 2000, Seattle, WA 98101  
 Telephone: (206) 461-1100  
 Fax: (206) 461-1101

09114, NEU4 SEC. 22-24N-6E  
 SHEET 9 OF 9

# SUMMERHILL VILLAGE (PHASE 2) A CONDOMINIUM

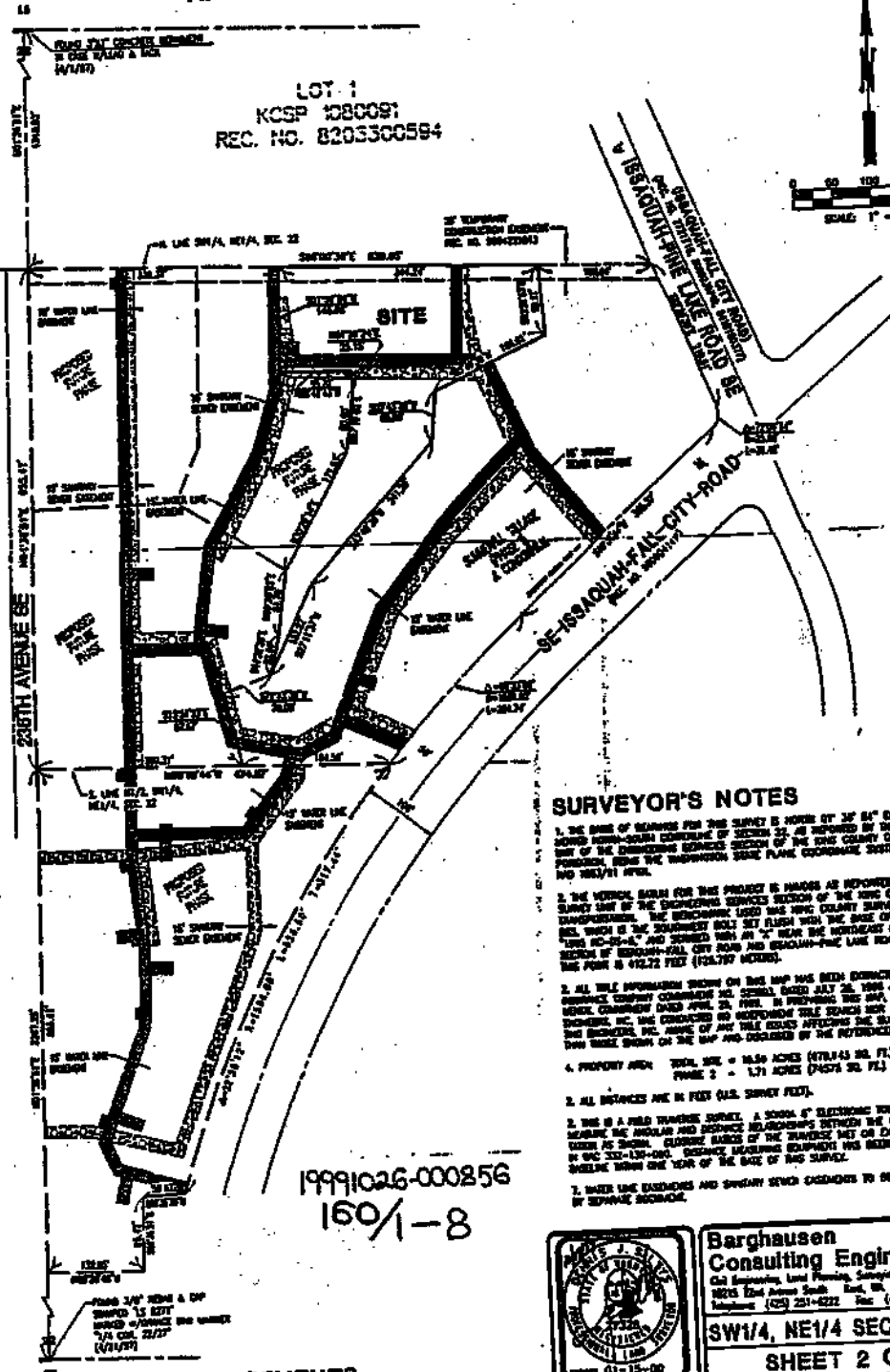
A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN KING COUNTY, WASHINGTON

UNPLATTED

LOT 1  
KOSP 1080091  
REC. NO. 8205300594



CLOVERDALE PARK NO. 3  
VOL. 60, PG. B4



### SURVEYOR'S NOTES

1. THE DATE OF SURVEY FOR THIS SURVEY IS 10:45 AM BY 10:45 AM ON THE 10TH DAY OF JULY 1999. THE SURVEY WAS CONDUCTED BY THE KING COUNTY SURVEY DIVISION OF THE KING COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT, 400 WEST 1ST AVENUE, SEASIDE, WASHINGTON 98134. THE SURVEY WAS CONDUCTED UNDER THE SUPERVISION OF THE SURVEYOR, BARGHAUSEN CONSULTING ENGINEERS, INC.
2. THE METRIC DATA FOR THIS PROJECT IS BASED AS REPORTED BY THE KING COUNTY SURVEY DIVISION OF THE KING COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT. THE METRIC DATA WAS OBTAINED FROM THE KING COUNTY SURVEY DIVISION. THE METRIC DATA WAS OBTAINED FROM THE KING COUNTY SURVEY DIVISION. THE METRIC DATA WAS OBTAINED FROM THE KING COUNTY SURVEY DIVISION.
3. ALL THE INFORMATION SHOWN ON THIS MAP HAS BEEN OBTAINED FROM CHIEF TITLE COMPANY, COMPANY NO. 2000, DATED JULY 26, 1999 AS APPROVED BY SUPERVISOR, KING COUNTY, WASHINGTON. THE INFORMATION SHOWN ON THIS MAP IS BASED ON THE CHIEF TITLE COMPANY, COMPANY NO. 2000, DATED JULY 26, 1999 AS APPROVED BY SUPERVISOR, KING COUNTY, WASHINGTON.
4. TOTAL AREA TOTAL ACRES = 16.50 ACRES (471743 SQ. FT.)  
PAGE 2 - 1.71 ACRES (46275 SQ. FT.)
5. THIS IS A FIELD SURVEY. A 3000' ELECTRONIC TOTAL STATION WAS USED TO MAKE THE MEASUREMENTS AND RECORDS. THE SURVEY WAS CONDUCTED UNDER THE SUPERVISION OF THE SURVEYOR, BARGHAUSEN CONSULTING ENGINEERS, INC. ALL MEASUREMENTS WERE MADE WITH THE TOTAL STATION. THE SURVEY WAS CONDUCTED UNDER THE SUPERVISION OF THE SURVEYOR, BARGHAUSEN CONSULTING ENGINEERS, INC. ALL MEASUREMENTS WERE MADE WITH THE TOTAL STATION.
6. WATER LINE EASEMENTS AND OTHER UTILITY EASEMENTS TO BE COMPLETED BY SEPARATE RECORDS.

19991026-000256  
160/1-8

BOUNDARY AND EASEMENTS



**Barghausen  
Consulting Engineers, Inc.**  
Civil Engineering, Land Planning, Surveying, Environmental Services  
1825 2nd Avenue South, Renton, WA 98057  
Telephone (206) 251-6222 Fax (206) 251-6782

SW1/4, NE1/4 SEC. 22-24N-8E  
SHEET 2 OF 8

160-02



# SUMMERHILL VILLAGE (PHASE 2)

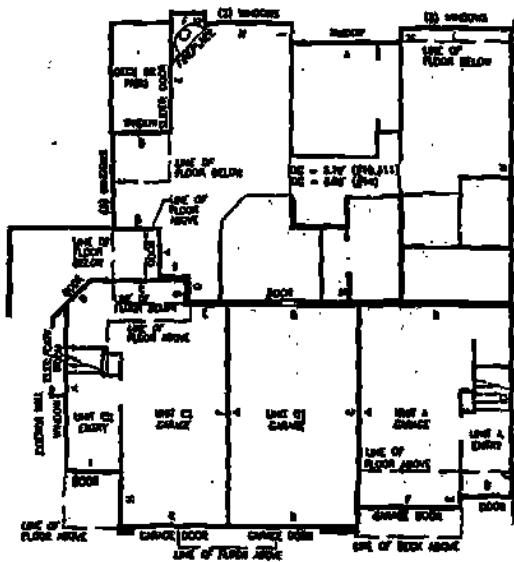
## A CONDOMINIUM

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN KING COUNTY, WASHINGTON

### UNIT TYPE C1

FIRST FLOOR PLAN

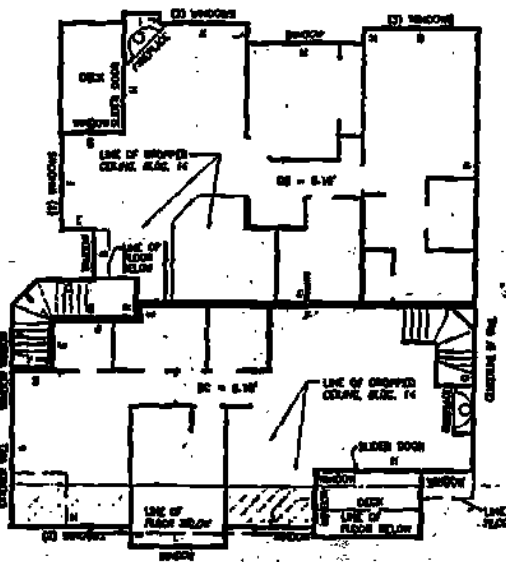
BLDG. 16, UNIT 1, UPPER SPACE  
BLDG. 17, UNIT 2  
BLDG. 14, UNIT 3, UPPER SPACE



### UNIT TYPE C2

SECOND FLOOR PLAN

BLDG. 16, UNIT 2, UPPER SPACE  
BLDG. 17, UNIT 3  
BLDG. 14, UNIT 4, UPPER SPACE



### GARAGES FOR UNIT TYPES A, C1 & C2

GARAGE PLAN

UNIT A  
BLDG. 16, UNIT 4, UPPER SPACE  
BLDG. 17, UNIT 5  
BLDG. 14, UNIT 6, UPPER SPACE

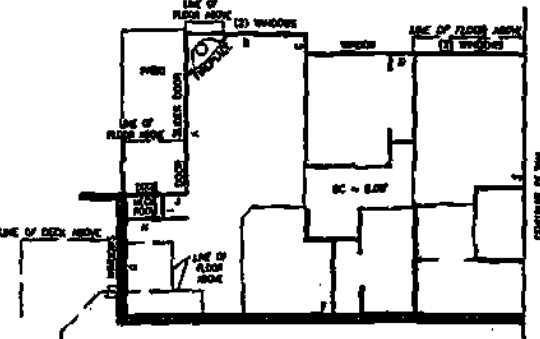
UNIT C1  
BLDG. 16, UNIT 1, UPPER SPACE  
BLDG. 17, UNIT 2  
BLDG. 14, UNIT 3, UPPER SPACE

UNIT C2  
BLDG. 16, UNIT 2, UPPER SPACE  
BLDG. 17, UNIT 3  
BLDG. 14, UNIT 4, UPPER SPACE

### UNIT TYPE A

SECOND FLOOR PLAN

BLDG. 16, UNIT 4, UPPER SPACE  
BLDG. 17, UNIT 5  
BLDG. 14, UNIT 6, UPPER SPACE



### UNIT TYPE C

BASEMENT

BLDG. 14, UNIT 6, UPPER SPACE

19991026-000856  
160/1-8

- NOTES:
- UNLESS OTHERWISE NOTED OR SHOWN HEREIN, DIMENSIONS ARE ON THE INSIDE FACE OF THE CURB WALL OF THE UNIT. DIMENSIONS ARE SHOWN FOR LOOKER PURPOSES ONLY.
  - THE LAYOUT IS FROM PLANS BY METROPOLITAN ARCHITECTS, SHEETS 10-1 THROUGH 10-18, WITH REVISION DATE OF 11-19-87.
- SEE SHEET 3 FOR UNIT DIMENSIONS AND CEILING HEIGHTS. SHOP CEILING (SCL) HEIGHTS ARE SHOWN ON THE LOOKER SHEETS 4 THROUGH 7 OF 8.



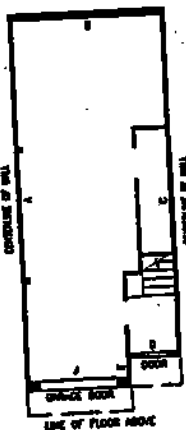
**Barghausen Consulting Engineers, Inc.**  
 Civil Engineering, Land Planning, Surveying, Environmental Services  
 2020 12th Avenue South, East, WA 98122  
 Telephone: (206) 251-8223 Fax: (206) 251-8762

16009

SW1/4, NE1/4 SEC. 22-24N-8E  
**SHEET 4 OF 8**

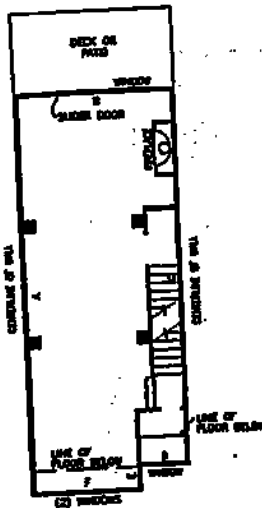
# SUMMERHILL VILLAGE (PHASE 2)

A CONDOMINIUM  
 A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF  
 SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN  
 KING COUNTY, WASHINGTON



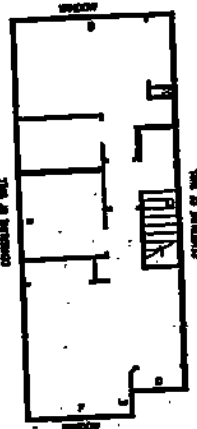
UNIT TYPE E AND E1  
 BASEMENT

BLK. 12, UNIT 2, NORTH SIDE  
 BLK. 12, UNIT 3



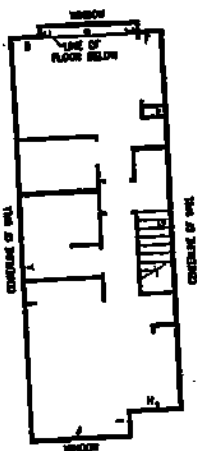
UNIT TYPE E AND E1  
 FIRST FLOOR PLAN

BLK. 12, UNIT 2, NORTH SIDE  
 BLK. 12, UNIT 3



UNIT TYPE E  
 SECOND FLOOR PLAN

BLK. 12, UNIT 3



UNIT TYPE E1  
 SECOND FLOOR PLAN

BLK. 12, UNIT 2, NORTH SIDE

19991026-000256  
 160/1-8

- NOTES:
1. UNLESS OTHERWISE NOTED OR SHOWN HEREON, DIMENSIONS ARE ON THE INSIDE FACE OF THE GROSS WALL OF THE UNIT. OTHER WALLS ARE SHOWN FOR LEGIBLE PURPOSES ONLY.
  2. THIS LAYOUT IS FROM PLANS BY SUBMITTANT ARCHITECTS, SHEETS U-1 THROUGH U-16. SEE REVISION PAGE OF 11-19-97.
  3. SEE SHEET 8 FOR UNIT DIMENSIONS AND CEILING HEIGHTS. DROP CEILING (ELECT.) HEIGHTS ARE SHOWN ON UNIT LAYOUT SHEETS A THROUGH 7 OF 8.



**Borghausen Consulting Engineers, Inc.**  
 Civil Engineering, Land Planning, Surveying, Environmental Services  
 18215 72nd Avenue South, Kent, WA 98032  
 Telephone: (206) 251-8222 Fax: (206) 251-8222

SW1/4, NE1/4 SEC. 22-24N-8E  
 SHEET 6 OF 8

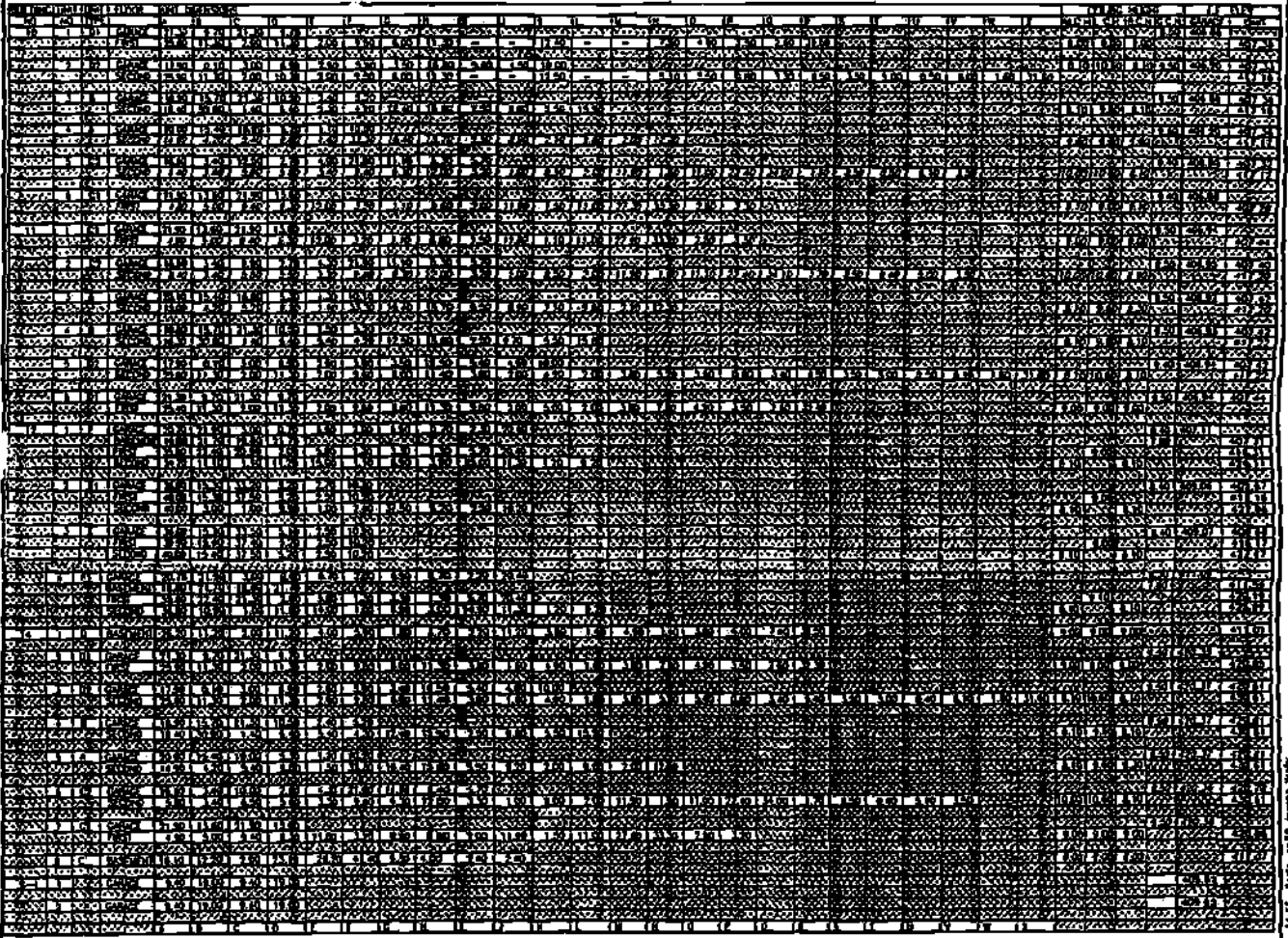
160 091

JOB NO. 9803

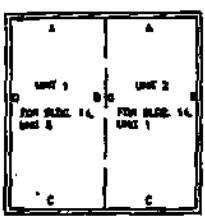
# SUMMERHILL VILLAGE (PHASE 2)

## A CONDOMINIUM

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER  
SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN  
KING COUNTY, WASHINGTON



NOTE: THE FINISHED FLOOR ELEVATION SHOWN  
HEREIN FOR GARAGE T-17' ARE BASED ON FINISH  
GARAGE T-17' AND NOT BUILT AS OF THE DATE  
THESE DRAWINGS WERE PREPARED.



19991026-000856  
160/1-8

- M.C.H. = MASTER BEDROOM CEILING HEIGHT
- G.C.H. = GARAGE CEILING HEIGHT
- L.C.H. = LIVING ROOM CEILING HEIGHT
- B.C.H. = BATHROOM CEILING HEIGHT

GARAGE UNIT  
1" = 30'

FLOOR PLAN



**Barghausen Consulting Engineers, Inc.**  
Civil Engineering, Land Planning, Surveying, Environmental Services  
1600 Third Avenue South, Suite 101, Burien, WA 98148  
Telephone: (206) 251-6222 Fax: (206) 251-4782

SW1/4, NE1/4 SEC. 22-24N-6E  
SHEET 8 OF 8

JOB NO. 2003  
160/1-8

DATE PLOTTED: 11/15/00 11:50 AM 11/15/00 11:50 AM



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PAGE 001 OF 021  
02/23/2000 14:55  
KING COUNTY, WA

CHICAGO TITLE UCON 28.00

WHEN RECORDED, RETURN TO:  
Matthew B. Straight  
OSERAN, MAHN, SPRING & WATTS, P.S.  
850 Skyline Tower  
10900 N.E. Fourth Street  
Bellevue, Washington 98004

THIRD AMENDMENT TO DECLARATION FOR  
SUMMERHILL VILLAGE,  
A CONDOMINIUM

W-0001042-10

DECLARANT: MACLEAN SOUTH, L.L.C., a Washington limited liability company; and MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company

LEGAL DESCRIPTION: N 1/2 OF SW 1/4 OF NE 1/4, 22-24-6

Additional legal description is on pages 5 - 8 of document.

TAX PARCEL #'s: 222406-9148, 222406-9047.

*ok dm*

ORIGINAL

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THIRD AMENDMENT TO DECLARATION

FOR

SUMMERHILL VILLAGE, A CONDOMINIUM

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THIS THIRD AMENDMENT to the Declaration of SUMMERHILL VILLAGE, a Condominium, is jointly made this \_\_\_\_\_ day of February, 2000, by MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company, and MACLEAN SOUTH, L.L.C., a Washington limited liability company, collectively as "Declarant," on behalf of all of the owners of the property described in the Declaration for Summerhill Village Townhomes, a Condominium, recorded under King County Recorder's File No. 19990709000328, the Survey Map and Plans of which were recorded under King County Recorder's File No. 19990709000327, in Volume 157 of Condominiums, Pages 62 through 70. The First Amendment to the Declaration was recorded under King County Recorder's File No. 1999026000857 for the purpose of establishing Phase 2. The Survey Map and Plans for Phase 2 were recorded under King County Recorder's File No. 19991026000856, in Volume 160 of Condominiums, Pages 1 through 8. The Second Amendment to the Declaration was recorded under King County Recorder's File No. 1999104000533. This Third Amendment is made pursuant to Section 2.2 of the Declaration for the purpose of establishing Phase 3 of Summerhill Village, a Condominium. The Survey Map and Plans identifying Phase 3 of the Condominium referred to herein consist of Nine (9) sheets as prepared by Barghausen Consulting Engineers, Inc., and were filed, contemporaneous with this Amendment, with the Recorder of King County, Washington, under File No. 20000223001556 in Volume 162 of Condominiums, Pages 1 through 9.

1. Exhibit "A" to the Declaration is hereby stricken in its entirety and the new Exhibit "A" attached hereto is inserted in its place.
2. Exhibit "B" to the Declaration is hereby stricken in its entirety and the new Exhibit "B" attached hereto is inserted in its place.
3. Exhibit "C" to the Declaration is hereby stricken in its entirety and the new Exhibit "C" attached hereto is inserted in its place.
4. Pursuant to Section 2.2 of the Declaration, Declarant hereby establishes Phase 3 of Summerhill Village, a Condominium, by simultaneously recording both this Third Amendment to the Declaration and an Amendment to the Survey Map and Plans. Henceforth, Phases 1, 2 and 3, including the Phase 1, Phase 2 and Phase 3 land, units, buildings and other improvements, shall constitute a single

Condominium pursuant to the Act and the provisions of the Declaration, as amended herein. The information set forth in this amendment with respect to Phase 3 (including the Phase 3 land, and all units, buildings and other improvements thereon), shall henceforth control. The total percentages of ownership interest and shares of common expenses in Phases 1, 2 and 3 set forth in Exhibit "C" of the Declaration, as amended herein, shall control and supersede the corresponding total percentages of ownership interest and shares of common expenses for Phases 1 and 2 alone.

Except as set forth above, each and every provision of the Declaration of Summerhill Village, a Condominium, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, on behalf of all unit owners, has executed this Third Amendment to the Declaration of Summerhill Village, a Condominium, as of the day and year first written above.

DECLARANT:

MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company

By: POLYGON NORTHWEST COMPANY, a Washington general partnership  
Its: Manager

By: BRENTVIEW, INC., a Washington corporation  
Its: Managing General Partner

By: E. H. Wells  
(Print Name) Eric H. Wells  
Its: Authorized Agent

MACLEAN SOUTH, L.L.C., a Washington limited liability company

By: POLYGON NORTHWEST COMPANY, a Washington general partnership  
Its: Manager

By: BRENTVIEW, INC., a Washington corporation  
Its: Managing General Partner

By: E. H. Wells  
(Print Name) Eric H. Wells  
Its: Authorized Agent

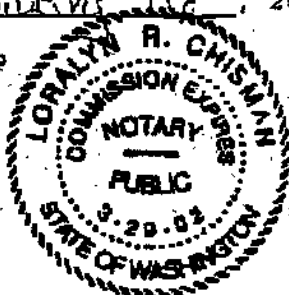
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Erick H.G. Wells is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Agent of BRENTVIEW, INC., a Washington corporation, Managing General Partner of POLYGON NORTHWEST COMPANY, a Washington General Partnership, Manager of MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 16, 2000.

SEAL/STAMP



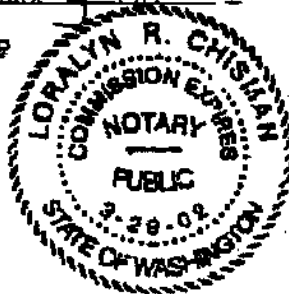
Lorilyn R. Chisman  
Residence: Lorilyn R. Chisman  
NOTARY PUBLIC for the State of Washington  
Residing at Bellevue  
My Appointment Expires: 3-29-02

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Erick H.G. Wells is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Agent of BRENTVIEW, INC., a Washington corporation, Managing General Partner of POLYGON NORTHWEST COMPANY, a Washington General Partnership, Manager of MACLEAN SOUTH, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 16, 2000.

SEAL/STAMP



Lorilyn R. Chisman  
Residence: Lorilyn R. Chisman  
NOTARY PUBLIC for the State of Washington  
Residing at Bellevue  
My Appointment Expires: 3-29-02

EXHIBIT A

LEGAL DESCRIPTION

The legal description of the real property included in SUMMERHILL VILLAGE, a Condominium, is as follows:

1. TOTAL PROPERTY.

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NOS. 2721716, 8009230742, AND 8410180377;

EXCEPT ANY PORTION THEREOF LYING EASTERLY OF THE WESTERLY MARGIN OF A KING COUNTY ROAD BEING A STRIP OF LAND 100 FEET IN WIDTH WITH THE CENTER BEING THE CENTERLINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NO. 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NUMBER 9809041411, SAID CENTERLINE BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, RECORDS OF KING COUNTY;

THENCE SOUTH  $88^{\circ}24'57''$  EAST A DISTANCE OF 476.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 22;

THENCE NORTH  $54^{\circ}34'34''$  EAST A DISTANCE OF 2,389.54 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A 720.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID 720.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF  $38^{\circ}43'08''$  AN ARC DISTANCE OF 486.56 FEET;

THENCE NORTH  $15^{\circ}51'26''$  EAST, A DISTANCE OF 869.58 FEET TO THE BEGINNING OF A 1,536.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID 1,536.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF  $33^{\circ}43'18''$  AN ARC DISTANCE OF 904.02 FEET;

THENCE NORTH  $49^{\circ}34'44''$  EAST, A DISTANCE OF 401.62 FEET TO THE INTERSECTION OF ISSAQUAH-PINE LAKE ROAD AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET NORTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET WESTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD;



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TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., LYING WESTERLY OF THE WESTERLY LINE OF THE ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NOS. 2721716 AND 8209200697, AND WESTERLY OF THE WESTERLY LINE OF COUNTY ROAD CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 9803201399;

EXCEPT THAT PORTION THEREOF LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH 88°19'16" EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 132.85 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION.

THENCE NORTH 01°36'43" EAST, PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, 96.42 FEET;

THENCE NORTH 88°35'31" EAST TO THE WESTERLY RIGHT OF WAY MARGIN OF SAID ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF SAID LINE;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

2. PHASE 3 PROPERTY.

THE PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716, 8009230742, AND 8410180377, AND WESTERLY OF THE WEST LINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NUMBER 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NO. 9809041411, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL;

THENCE NORTH 88°10'44" WEST ALONG THE SOUTH LINE THEREOF, 194.56 FEET TO THE SOUTHWEST CORNER OF SUMMERHILL VILLAGE (PHASE 1), AS RECORDED IN VOLUME 157 OF CONDOMINIUMS, AT PAGES 62-70, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 13°51'27" WEST ALONG THE WESTERLY LINE OF SAID SUMMERHILL VILLAGE (PHASE 1), 97.67 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 71°13'30" EAST ALONG THE WESTERLY LINE OF SAID SUMMERHILL VILLAGE (PHASE 1) 70.00 FEET TO A CORNER COMMON TO SAID SUMMERHILL VILLAGE (PHASE 1) AND SUMMERHILL VILLAGE (PHASE 2), AS RECORDED IN VOLUME 160 OF CONDOMINIUMS AT PAGES 1-8, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID SUMMERHILL VILLAGE (PHASE 2) THE FOLLOWING COURSES:

NORTH 14°32'29" EAST, 52.66 FEET;  
THENCE NORTH 09°20'52" EAST, 94.70 FEET;  
THENCE NORTH 30°26'14" EAST, 171.93 FEET;  
THENCE NORTH 07°19'02" EAST, 80.60 FEET;  
THENCE NORTH 01°59'24" EAST, 25.15 FEET;  
THENCE NORTH 88°42'43" WEST, 95.70 FEET;

THENCE NORTH 01°59'24" EAST, 145.00 FEET TO THE NORTHWEST CORNER OF SAID SUMMERHILL VILLAGE (PHASE 2), SAID POINT ALSO BEING ON THE NORTH LINE OF THE ABOVE REFERENCED SUBDIVISION;

THENCE NORTH 88°00'36" WEST ALONG THE NORTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 108.95 FEET;

THENCE SOUTH 01°36'51" WEST, 258.51 FEET;  
THENCE SOUTH 42°40'25" WEST, 132.11 FEET;  
THENCE SOUTH 01°36'51" EAST, 136.51 FEET;  
THENCE SOUTH 88°30'37" EAST, 92.34 FEET;  
THENCE SOUTH 13°51'27" EAST, 68.54 FEET TO THE POINT OF BEGINNING.

3. SUBSEQUENT PHASE PROPERTY.

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716, 8009230742, AND 8410180377, AND WESTERLY OF THE WEST LINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NUMBER 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NO. 9809041411;

EXCEPT THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL;

THENCE NORTH 88°10'44" WEST ALONG THE SOUTH LINE THEREOF, 194.56 FEET TO THE SOUTHWEST CORNER OF SUMMERHILL VILLAGE (PHASE 1), AS RECORDED IN VOLUME 157 OF CONDOMINIUMS, AT PAGES 62-70, RECORDS OF KING COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 13°51'27" WEST ALONG THE WESTERLY LINE OF SAID SUMMERHILL VILLAGE (PHASE 1) AND SAID LINE EXTENDED NORTHERLY, 166.21 FEET;

THENCE NORTH 88°30'37" WEST, 92.34 FEET;  
THENCE NORTH 01°36'51" WEST, 136.81 FEET;  
THENCE NORTH 42°40'25" EAST, 132.11 FEET;

THENCE NORTH 01°36'51" EAST, 258.51 FEET TO THE NORTH LINE OF SAID PARCEL AT A POINT THAT IS NORTH 88°00'36" EAST FROM THE NORTHEAST CORNER THEREOF, AND THE TERMINUS OF THIS LINE;

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. LYING WESTERLY OF THE WESTERLY LINE OF THE ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NOS. 2721716 AND 8209200697, AND WESTERLY OF THE WESTERLY LINE OF COUNTY ROAD CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 9803201399;

EXCEPT THAT PORTION THEREOF LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 88°19'16" EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION 132.85 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION;

THENCE NORTH 01°36'43" EAST, PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, 96.42 FEET;

THENCE NORTH 88°35'31" EAST TO THE WESTERLY RIGHT OF WAY MARGIN OF SAID ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF SAID LINE.

- 4. DESCRIPTION OF ANY REAL PROPERTY (EXCEPT REAL PROPERTY SUBJECT TO DECLARANT'S RESERVED DEVELOPMENT RIGHTS) WHICH MAY BE ALLOCATED SUBSEQUENTLY AS LIMITED COMMON ELEMENTS (OTHER THAN LIMITED ELEMENTS SPECIFIED IN SECTION 7 ABOVE):

See Paragraph 1 above.

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5. DESCRIPTION OF ANY REAL PROPERTY TO WHICH ANY DECLARANT'S  
RESERVED DEVELOPMENT RIGHTS APPLY:

See Paragraph 1 above.

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EXHIBIT B  
PHASES 1, 2 AND 3

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<u>UNIT</u>	<u>FLOOR PLAN</u>
<u>BUILDING 1</u>	
1-1	C1
1-2	C2
1-3	A
1-4	B
1-5	D2
1-6	D1
<u>BUILDING 2</u>	
2-1	D1
2-2	D2
2-3	B
2-4	A
2-5	C2
2-6	C1
<u>BUILDING 3</u>	
3-1	C1
3-2	C2
3-3	A
3-4	B
3-5	D2
3-6	D1
<u>BUILDING 4</u>	
4-1	D1
4-2	D2
4-3	B
4-4	A
4-5	C2
4-6	C1
<u>BUILDING 5</u>	
5-1	D1
5-2	D2
5-3	B
5-4	A
5-5	C2
5-6	C1

EXHIBIT B - Continued

UNIT

FLOOR PLAN

BUILDING 6

- 6-1
- 6-2
- 6-3
- 6-4
- 6-5
- 6-6

- C1
- C2
- A
- B
- D2
- D1

BUILDING 7

- 7-1
- 7-2
- 7-3
- 7-4
- 7-5
- 7-6

- C1
- C2
- A
- B
- D2
- D1

BUILDING 8

- 8-1
- 8-2
- 8-3
- 8-4
- 8-5
- 8-6

- D1
- D2
- B
- A
- C2
- C1

BUILDING 9

- 9-1
- 9-2
- 9-3
- 9-4

- F
- E
- E
- F

BUILDING 10

- 10-1
- 10-2
- 10-3
- 10-4
- 10-5
- 10-6

- D1
- D2
- B
- A
- C2
- C1

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EXHIBIT B - Continued

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<u>UNIT</u>	<u>FLOOR PLAN</u>
<u>BUILDING 11</u>	
11-1	C1
11-2	C2
11-3	A
11-4	B
11-5	D2
11-5	D1
<u>BUILDING 12</u>	
12-1	F
12-2	F1
12-3	F
12-4	F1
<u>BUILDING 13</u>	
13-1	D
13-2	D1
13-3	D2
13-4	B
13-5	A
13-6	C2
13-7	C1
13-8	C
<u>BUILDING 14</u>	
14-1	D
14-2	D1
14-3	D2
14-4	B
14-5	A
14-6	C2
14-7	C1
14-8	C
<u>BUILDING 15</u>	
15-1	F1
15-2	E
15-3	E
15-4	F1

EXHIBIT B - Continued

<u>UNIT</u>	<u>FLOOR PLAN</u>
<u>BUILDING 16</u>	
16-1	F1
16-2	E
16-3	E
16-4	F1
<u>BUILDING 17</u>	
17-1	F1
17-2	E
17-3	E
17-4	F1
<u>BUILDING 18</u>	
18-1	C
18-2	C1
18-3	C2
18-4	A
18-5	B
18-6	D2
18-7	D1
18-8	D
<u>BUILDING 19</u>	
19-1	F
19-2	E
19-3	E
19-4	F1
<u>BUILDING 20</u>	
20-1	C
20-2	C1
20-3	C2
20-4	A
20-5	B
20-6	D2
20-7	D1
20-8	D



EXHIBIT B - Continued

<u>UNIT</u>	<u>FLOOR PLAN</u>
<u>BUILDING 30</u>	
30-1	F1
30-2	E
30-3	E1
30-4	F

NOTE 1: RECREATIONAL FACILITIES. There is a tot lot, play lawn, and recreation lawn area.

NOTE 2: DESCRIPTION OF BUILDINGS AND FLOOR PLANS. There will be a maximum of Thirty-nine (39) buildings containing Two Hundred (200) Units in the Condominium, including all phases. Phases 1, 2 and 3 will contain Buildings 1 through 20, inclusive, and Building 30. All of the Buildings are of wood frame construction. Units with Floor Plans C or D are One (1) story and are located on the first floor. Units with Floor Plans C1 or D1 are One (1) story, and are located on the second floor. Units with Floor Plans A, B, C2, D2 and E1 are Two (2) stories and are located on the second floor and third floors (although such Units also have entry rooms on the first floor). Units with Floor Plans E, F and F1 are Three (3) stories and are located on the first, second and third floors. All of the units have natural gas heat and One (1) fireplace. The exact location of the Buildings, Units and Garages for Phases 1, 2 and 3 are shown on the Survey Map and Plans.

FLOOR PLAN A: Floor Plan A has Two (2) bedrooms, One (1) bathroom, a living/dining room, a kitchen, a walk-in closet and a second floor entry room. Floor Plan A contains approximately 985 square feet.

FLOOR PLAN B: Floor Plan B has One (1) bedroom, One (1) bathroom, a living/dining room, a kitchen and a second floor entry room. Floor Plan B contains approximately 815 square feet.

FLOOR PLAN C: Floor Plan C has Two (2) bedrooms, Two (2) bathrooms, a living room, a dining room, and a kitchen. Floor Plan C contains approximately 1,036 square feet.

FLOOR PLAN C1: Floor Plan C1 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan C1 contains approximately 1,021 square feet.

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FLOOR PLAN C2: Floor Plan C2 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, a kitchen and a second floor entry room. Floor Plan C2 contains approximately 1,169 square feet.

FLOOR PLAN D: Floor Plan D has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan D contains approximately 1,037 square feet.

FLOOR PLAN D1: Floor Plan D1 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan D1 contains approximately 1,028 square feet.

FLOOR PLAN D2: Floor Plan D2 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, a kitchen and a second floor entry room. Floor Plan D2 contains approximately 1,154 square feet.

FLOOR PLAN E: Floor Plan E has Two (2) bedrooms, Two and One-half (2.5) bathrooms, a living/dining room, a kitchen with a nook and a first floor entry room. Floor Plan E contains approximately 1,293 square feet.

FLOOR PLAN E1: Floor Plan E1 has Two (2) bedrooms, Two and One-half (2.5) bathrooms, a living/dining room and a kitchen with a nook. Floor Plan E1 contains approximately 1,243 square feet.

FLOOR PLANS F and F1: Floor Plans F and F1 have Three (3) bedrooms, Two and One-half (2.5) bathrooms, a living/dining room, a family room, a kitchen, a walk-in-closet and a utility storage room. Floor Plans F and F1 contain approximately 1,864 square feet.

NOTE #3: PARKING. In all phases there will be a maximum total of approximately Three Hundred Sixty-eight (368) parking spaces, Two Hundred Sixty-eight (268) of which are garage parking spaces, and One Hundred (100) of which are uncovered parking spaces. Each Unit with Floor Plans A, B, C1, C2, D1 and D2 will be assigned One (1) garage parking space in garages attached to their units. Each Unit with Floor Plans C and D will be assigned One (1) garage parking space in garages that are not attached to their units. All other Units will be assigned Two (2) garage parking spaces in garages that are attached to their units. The exact location of all garage and uncovered parking spaces in Phases 1, 2 and 3 are shown on the Survey Map and Plans. In Phases 1, 2 and 3, there are a total of One Hundred Eighty-nine (189) parking spaces, of which One Hundred Forty (140) are garage parking spaces and Forty-nine (49) are uncovered parking

spaces. Each Unit in Phases 1, 2 and 3 is assigned the garage parking space physically attached to and providing direct access to that Unit; except that

- Unit 13-1 is assigned parking space 2 in Garage G-2,
- Unit 13-8 is assigned parking space 1 in Garage G-2,
- Unit 14-1 is assigned parking space 2 in Garage G-1,
- Unit 14-8 is assigned parking space 1 in Garage G-1,
- Unit 18-1 is assigned parking space 1 in Garage G-4,
- Unit 18-8 is assigned parking space 2 in Garage G-4,
- Unit 20-1 is assigned parking space 2 in Garage G-3,
- Unit 20-8 is assigned parking space 1 in Garage G-3.

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NOTE 4: AGENT FOR SERVICE OF PROCESS. The initial person upon whom legal process may be served is ERIC WELLS. His address is 11624 SE Fifth Street, Suite 200, Bellevue, WA 98005.

NOTE 5: GARAGE AREAS NOT INCLUDED. The areas shown for each Unit do not include the areas of any garages.

NOTE 6: LIMITED COMMON ELEMENTS. The parking spaces and storage spaces described above are Limited Common Elements, reserved for the exclusive use of the Unit to which they are assigned (or, in the case of decks or patios, to the Unit to which such decks or patios are adjacent).

EXHIBIT C  
PHASES 1, 2 AND 3

ALLOCATED INTERESTS  
AND SHARE OF COMMON  
EXPENSES

UNIT

BUILDING 1

1-1	.83
1-2	.83
1-3	.83
1-4	.83
1-5	.83
1-6	.83

BUILDING 2

2-1	.83
2-2	.83
2-3	.83
2-4	.83
2-5	.83
2-6	.83

BUILDING 3

3-1	.83
3-2	.83
3-3	.83
3-4	.83
3-5	.83
3-6	.83

BUILDING 4

4-1	.83
4-2	.83
4-3	.83
4-4	.83
4-5	.83
4-6	.83

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2000 022 3001557

EXHIBIT C--Continued

ALLOCATED INTERESTS  
AND SHARE OF COMMON  
EXPENSES

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<u>UNIT</u>	
<u>BUILDING 5</u>	
5-1	.83
5-2	.83
5-3	.83
5-4	.83
5-5	.83
5-6	.83
<u>BUILDING 6</u>	
6-1	.83
6-2	.83
6-3	.83
6-4	.83
6-5	.83
6-6	.83
<u>BUILDING 7</u>	
7-1	.83
7-2	.83
7-3	.83
7-4	.83
7-5	.83
7-6	.83
<u>BUILDING 8</u>	
8-1	.83
8-2	.83
8-3	.83
8-4	.83
8-5	.83
8-6	.83

EXHIBIT C--Continued

ALLOCATED INTERESTS  
AND SHARE OF COMMON  
EXPENSES

UNIT

BUILDING 9

9-1	.83%
9-2	.83
9-3	.83
9-4	.83

BUILDING 10

10-1	.83
10-2	.83
10-3	.83
10-4	.83
10-5	.83
10-6	.83

BUILDING 11

11-1	.83
11-2	.83
11-3	.83
11-4	.83
11-5	.83
11-6	.83

BUILDING 12

12-1	.83
12-2	.83
12-3	.83
12-4	.83

BUILDING 13

13-1	.83
13-2	.83
13-3	.83
13-4	.83
13-5	.83
13-6	.83
13-7	.83
13-8	.83

2800 022 3001557

EXHIBIT C--ContinuedALLOCATED INTERESTS  
AND SHARE OF COMMON  
EXPENSES

2000 022 3001557

<u>UNIT</u>	
<u>BUILDING 14</u>	
14-1	.84
14-2	.84
14-3	.84
14-4	.84
14-5	.84
14-6	.84
14-7	.84
14-8	.84
<u>BUILDING 15</u>	
15-1	.84
15-2	.84
15-3	.84
15-4	.84
<u>BUILDING 16</u>	
16-1	.84
16-2	.84
16-3	.84
16-4	.84
<u>BUILDING 17</u>	
17-1	.84
17-2	.84
17-3	.84
17-4	.84
<u>BUILDING 18</u>	
18-1	.84
18-2	.84
18-3	.84
18-4	.84
18-5	.84
18-6	.84
18-7	.84
18-8	.84

EXHIBIT C--Continued

ALLOCATED INTERESTS  
AND SHARE OF COMMON  
EXPENSES

UNIT

BUILDING 19

19-1	.84
19-2	.84
19-3	.84
19-4	.84

BUILDING 20

20-1	.84
20-2	.84
20-3	.84
20-4	.84
20-5	.84
20-6	.84
20-7	.84
20-8	.84

BUILDING 30

30-1	.83
30-2	.83
30-3	.83
30-4	.83

TOTAL

100.00%

NOTE 1: The Percentage Interests set forth in Column 2 set forth each Unit's Percentage Ownership Interest in the Common Elements and share of Common Expenses. Each Unit's Percentage Interest was determined by dividing 1 by the total number of Units in the Condominium. The Percentage Ownership Interest of some Units were rounded so that the total for all Units equalled 100%. As subsequent Phases are added, the Percentage Interests of Units shown in Column 2 will be recalculated using the same formula.

2000 022 3001557



WHEN RECORDED, RETURN TO:  
Matthew B. Straight  
OSERAN, HAHN, SPRING & WATTS, P.S.  
850 Skyline Tower  
10900 N.E. Fourth Street  
Bellevue, Washington 98004

CONFORMED COPY

**20000725001686**

CHICAGO TITLE DCON 31.00  
PAGE 001 OF 024  
07/25/2000 15:22  
KING COUNTY, WA

FOURTH AMENDMENT TO DECLARATION FOR  
SUMMERHILL VILLAGE,  
A CONDOMINIUM

FILED BY CHICAGO TITLE INSURANCE CO.

REF. # W-0001185-10

DECLARANT: MACLEAN SOUTH, L.L.C., a Washington limited liability company; and MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company

LEGAL DESCRIPTION: N 1/2 OF SW 1/4 OF NE 1/4, 22-24-6

Additional legal description is on pages 6 - 8 of document.

TAX PARCEL #'s: 222406-9148, 222406-9047

FOURTH AMENDMENT TO DECLARATION

FOR

SUMMERHILL VILLAGE, A CONDOMINIUM

THIS FOURTH AMENDMENT to the Declaration of SUMMERHILL VILLAGE, a Condominium, is jointly made this \_\_\_\_\_ day of July, 2000, by MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company, and MACLEAN SOUTH, L.L.C., a Washington limited liability company, collectively as "Declarant," on behalf of all of the owners of the property described in the Declaration for Summerhill Village Townhomes, a Condominium, recorded under King County Recorder's File No. 19990709000328, the Survey Map and Plans of which were recorded under King County Recorder's File No. 19990709000327, in Volume 157 of Condominiums, Pages 62 through 70. The First Amendment to the Declaration was recorded under King County Recorder's File No. 1999026000857 for the purpose of establishing Phase 2. The Survey Map and Plans for Phase 2 were recorded under King County Recorder's File No. 19991026000856, in Volume 160 of Condominiums, Pages 1 through 8. The Second Amendment to the Declaration was recorded under King County Recorder's File No. 1999104000533. The Third Amendment to the Declaration was recorded under King County Recorder's No. 20000223001557, for the purpose of establishing Phase 3. The Survey Map and Plans for Phase 3 were recorded under King County Recorder's File No. 20000223001556, in Volume 162 of Condominiums, Pages 1 through 9. This Fourth Amendment is made pursuant to Section 2.2 of the Declaration for the purpose of establishing Phase 4 of Summerhill Village, a Condominium. The Survey Map and Plans identifying Phase 4 of the Condominium referred to herein consist of Nine (9) sheets as prepared by Barghausen Consulting Engineers, Inc., and were filed contemporaneous with this Amendment, with the Recorder of King County, Washington, under File No. \_\_\_\_\_ in Volume \_\_\_\_\_ of Condominiums, Pages \_\_\_\_\_ through \_\_\_\_\_.

1. Exhibit "A" to the Declaration is hereby stricken in its entirety and the new Exhibit "A" attached hereto is inserted in its place.
2. Exhibit "B" to the Declaration is hereby stricken in its entirety and the new Exhibit "B" attached hereto is inserted in its place.
3. Exhibit "C" to the Declaration is hereby stricken in its entirety and the new Exhibit "C" attached hereto is inserted in its place.

4. Pursuant to Section 2.2 of the Declaration, Declarant hereby establishes Phase 4 of Summerhill Village, a Condominium, by simultaneously recording both this Fourth Amendment to the Declaration and an Amendment to the Survey Map and Plans. Henceforth, Phases 1, 2, 3 and 4, including the Phase 1, Phase 2, Phase 3, and Phase 4 land, units, buildings and other improvements, shall constitute a single Condominium pursuant to the Act and the provisions of the Declaration, as amended herein. The information set forth in this amendment with respect to Phase 4 (including the Phase 4 land, and all units, buildings and other improvements thereon), shall henceforth control. The total percentages of ownership interest and shares of common expenses in Phases 1, 2, 3 and 4 set forth in Exhibit "C" of the Declaration, as amended herein, shall control and supersede the corresponding total percentages of ownership interest and shares of common expenses for Phases 1, 2 and 3 alone.

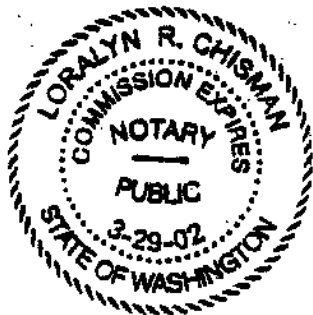
Except as set forth above, each and every provision of the Declaration of Summerhill Village, a Condominium, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, on behalf of all unit owners, has executed this Fourth Amendment to the Declaration of Summerhill Village, a Condominium, as of the day and year first written above.

DECLARANT:

MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company

By: POLYGON NORTHWEST COMPANY, a Washington general partnership  
Its: Manager



By: BRENTVIEW, INC., a Washington corporation  
Its: Managing General Partner

By: [Signature]  
[Print Name] Richard K. Williams  
Its: Authorized Agent

MACLEAN SOUTH, L.L.C., a Washington  
limited liability company

By: POLYGON NORTHWEST COMPANY, a  
Washington general partnership  
Its: Manager

By: BRENTVIEW, INC., a  
Washington corporation  
Its: Managing General Partner

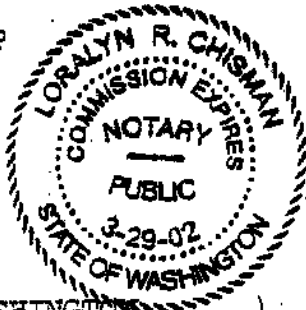
By: *DRUM*  
(Print Name) KENNETH A. KOWLING  
Its: Northwest Agent

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Richard Rawlings is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Agent of BRENTVIEW, INC., a Washington corporation, Managing General Partner of POLYGON NORTHWEST COMPANY, a Washington General Partnership, Manager of MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 20, 2000.

SEAL/STAMP



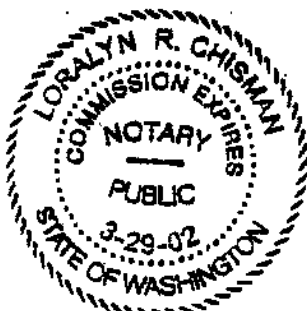
Lorilyn R. Chisman  
(Print Name: Lorilyn R. Chisman)  
NOTARY PUBLIC for the State of Washington  
Residing at Bellevue, WA  
My Appointment Expires: 3-29-02

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Richard Rawlings is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Agent of BRENTVIEW, INC., a Washington corporation, Managing General Partner of POLYGON NORTHWEST COMPANY, a Washington General Partnership, Manager of MACLEAN SOUTH, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 20, 2000.

SEAL/STAMP



Lorilyn R. Chisman  
(Print Name: Lorilyn R. Chisman)  
NOTARY PUBLIC for the State of Washington  
Residing at Bellevue  
My Appointment Expires: 3-29-02

EXHIBIT A

LEGAL DESCRIPTION

The legal description of the real property included in SUMMERHILL VILLAGE, a Condominium, is as follows:

1. TOTAL PROPERTY.

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NOS. 2721716, 8009230742, AND 8410180377;

EXCEPT ANY PORTION THEREOF LYING EASTERLY OF THE WESTERLY MARGIN OF A KING COUNTY ROAD BEING A STRIP OF LAND 100 FEET IN WIDTH WITH THE CENTER BEING THE CENTERLINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NO. 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NUMBER 9809041411, SAID CENTERLINE BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, RECORDS OF KING COUNTY;

THENCE SOUTH 88°24'57" EAST A DISTANCE OF 476.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 22;

THENCE NORTH 54°34'34" EAST A DISTANCE OF 2,389.54 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A 720.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID 720.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 38°43'08" AN ARC DISTANCE OF 486.56 FEET;

THENCE NORTH 15°51'26" EAST, A DISTANCE OF 869.58 FEET TO THE BEGINNING OF A 1,536.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID 1,536.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 33°43'18" AN ARC DISTANCE OF 904.02 FEET;

THENCE NORTH 49°34'44" EAST, A DISTANCE OF 401.62 FEET TO THE INTERSECTION OF ISSAQUAH-PINE LAKE ROAD AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET NORTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET WESTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD;

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., LYING WESTERLY OF THE WESTERLY LINE OF THE ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NOS. 2721716 AND 8209200697, AND WESTERLY OF THE WESTERLY LINE OF COUNTY ROAD CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 9803201399;

EXCEPT THAT PORTION THEREOF LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 88°19'16" EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 132.85 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION.

THENCE NORTH 01°36'43" EAST, PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, 96.42 FEET;

THENCE NORTH 88°35'31" EAST TO THE WESTERLY RIGHT OF WAY MARGIN OF SAID ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF SAID LINE;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

2. PHASE 4 PROPERTY.

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716, 8009230742, AND 8410180377, AND WESTERLY OF THE WEST LINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NUMBER 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NO. 9809041411;

EXCEPT THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PANEL;

THENCE NORTH 88°10'44" WEST ALONG THE SOUTH LINE THEREOF, 194.56 FEET TO THE SOUTHWEST CORNER OF SUMMERHILL VILLAGE (PHASE 1), AS RECORDED IN VOLUME 157 OF CONDOMINIUMS, AT PAGES 62-70, RECORDS OF KING COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 13°51'27" WEST ALONG THE WESTERLY LINE OF SAID SUMMERHILL VILLAGE (PHASE 1), AND SAID LINE EXTENDED NORTHERLY, 166.21 FEET;

THENCE NORTH 88°30'37" WEST, 92.34 FEET;

THENCE NORTH 01°36'51" WEST, 136.81 FEET;

THENCE NORTH 42°40'25" EAST, 132.11 FEET;

THENCE NORTH 01°36'51" EAST, 258.51 FEET TO THE NORTH LINE OF SAID PARCEL AT A POINT THAT IS NORTH 88°00'36" EAST FROM THE NORTHEAST CORNER THEREOF, AND THE TERMINUS OF THIS LINE;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

3. SUBSEQUENT PHASE PROPERTY.

THE PROPERTY DESCRIBED IN PARAGRAPH 1 ABOVE, LESS THE LAND PREVIOUSLY DESCRIBED AS PHASES 1 THROUGH 4, INCLUSIVE, OF SUMMERHILL VILLAGE, A CONDOMINIUM.

4. DESCRIPTION OF ANY REAL PROPERTY (EXCEPT REAL PROPERTY SUBJECT TO DECLARANT'S RESERVED DEVELOPMENT RIGHTS) WHICH MAY BE ALLOCATED SUBSEQUENTLY AS LIMITED COMMON ELEMENTS (OTHER THAN LIMITED ELEMENTS SPECIFIED IN SECTION 7 ABOVE):

See Paragraph 1 above.

5. DESCRIPTION OF ANY REAL PROPERTY TO WHICH ANY DECLARANT'S RESERVED DEVELOPMENT RIGHTS APPLY:

See Paragraph 1 above.



EXHIBIT B  
PHASES 1, 2, 3 AND 4

<u>UNIT</u>	<u>FLOOR PLAN</u>
<u>BUILDING 1</u>	
1-1	C1
1-2	C2
1-3	A
1-4	B
1-5	D2
1-6	D1
<u>BUILDING 2</u>	
2-1	D1
2-2	D2
2-3	B
2-4	A
2-5	C2
2-6	C1
<u>BUILDING 3</u>	
3-1	C1
3-2	C2
3-3	A
3-4	B
3-5	D2
3-6	D1
<u>BUILDING 4</u>	
4-1	D1
4-2	D2
4-3	B
4-4	A
4-5	C2
4-6	C1
<u>BUILDING 5</u>	
5-1	D1
5-2	D2
5-3	B
5-4	A
5-5	C2
5-6	C1

EXHIBIT B - Continued

<u>UNIT</u>	<u>FLOOR PLAN</u>
<u>BUILDING 6</u>	
6-1	C1
6-2	C2
6-3	A
6-4	B
6-5	D2
6-6	D1
<u>BUILDING 7</u>	
7-1	C1
7-2	C2
7-3	A
7-4	B
7-5	D2
7-6	D1
<u>BUILDING 8</u>	
8-1	D1
8-2	D2
8-3	B
8-4	A
8-5	C2
8-6	C1
<u>BUILDING 9</u>	
9-1	F
9-2	E
9-3	E
9-4	F
<u>BUILDING 10</u>	
10-1	D1
10-2	D2
10-3	B
10-4	A
10-5	C2
10-6	C1

EXHIBIT B - Continued

<u>UNIT</u>	<u>FLOOR PLAN</u>
<u>BUILDING 11</u>	
11-1	C1
11-2	C2
11-3	A
11-4	B
11-5	D2
11-6	D1
<u>BUILDING 12</u>	
12-1	F
12-2	F1
12-3	F
12-4	F1
<u>BUILDING 13</u>	
13-1	D
13-2	D1
13-3	D2
13-4	B
13-5	A
13-6	C2
13-7	C1
13-8	C
<u>BUILDING 14</u>	
14-1	D
14-2	D1
14-3	D2
14-4	B
14-5	A
14-6	C2
14-7	C1
14-8	C
<u>BUILDING 15</u>	
15-1	F1
15-2	F
15-3	F
15-4	F1

EXHIBIT B - Continued

<u>UNIT</u>	<u>FLOOR PLAN</u>
<u>BUILDING 16</u>	
16-1	F1
16-2	E
16-3	E
16-4	F1
<u>BUILDING 17</u>	
17-1	F1
17-2	E
17-3	E
17-4	F1
<u>BUILDING 18</u>	
18-1	C
18-2	C1
18-3	C2
18-4	A
18-5	B
18-6	D2
18-7	D1
18-8	D
<u>BUILDING 19</u>	
19-1	F
19-2	E
19-3	E
19-4	F1
<u>BUILDING 20</u>	
20-1	C
20-2	C1
20-3	C2
20-4	A
20-5	B
20-6	D2
20-7	D1
20-8	D

EXHIBIT B - Continued

<u>UNIT</u>	<u>FLOOR PLAN</u>
<u>BUILDING 21</u>	
21-1	D
21-2	D1
21-3	D2
21-4	B
21-5	A
21-6	C2
21-7	C1
21-8	C
<u>BUILDING 22</u>	
22-1	F1
22-2	F1
22-3	F1
22-4	F1
<u>BUILDING 23</u>	
23-1	F1
23-2	F1
<u>BUILDING 24</u>	
24-1	C
24-2	C1
24-3	C2
24-4	A
24-5	B
24-6	D2
24-7	D1
24-8	D
<u>BUILDING 25</u>	
25-1	F1
25-2	E
25-3	E
25-4	F1
<u>BUILDING 26</u>	
26-1	F1
26-2	E
26-3	E
26-4	F1

BUILDING 27

27-1	F1
27-2	E
27-3	E
27-4	F1

BUILDING 28

28-1	F1
28-2	E
28-3	E
28-4	F1

BUILDING 29

29-1	D
29-2	D1
29-3	D2
29-4	B
29-5	A
29-6	C2
29-7	C1
29-8	C

BUILDING 30

30-1	F1
30-2	E
30-3	E1
30-4	F

NOTE 1: RECREATIONAL FACILITIES. There is a tot lot, play lawn, and recreation lawn area.

NOTE 2: DESCRIPTION OF BUILDINGS AND FLOOR PLANS. There will be a maximum of Thirty-nine (39) buildings containing Two Hundred (200) Units in the Condominium, including all phases. Phases 1, 2, 3 and 4 contain Buildings 1 through 30, inclusive. All of the Buildings are of wood frame construction. Units with Floor Plans C or D are One (1) story and are located on the first floor. Units with Floor Plans C1 or D1 are One (1) story, and are located on the second floor. Units with Floor Plans A, B, C2, D2 and E1 are Two (2) stories and are located on the second floor and third floors (although such Units also have entry rooms on the first floor). Units with Floor Plans E, F and F1 are Three (3) stories and are located on the first, second and third floors. All of the units have

natural gas heat and One (1) fireplace. The exact location of the Buildings, Units and Garages for Phases 1, 2, 3 and 4 are shown on the Survey Map and Plans.

FLOOR PLAN A: Floor Plan A has Two (2) bedrooms, One (1) bathroom, a living/dining room, a kitchen, a walk-in closet and a second floor entry room. Floor Plan A contains approximately 985 square feet.

FLOOR PLAN B: Floor Plan B has One (1) bedroom, One (1) bathroom, a living/dining room, a kitchen and a second floor entry room. Floor Plan B contains approximately 815 square feet.

FLOOR PLAN C: Floor Plan C has Two (2) bedrooms, Two (2) bathrooms, a living room, a dining room, and a kitchen. Floor Plan C contains approximately 1,006 square feet.

FLOOR PLAN C1: Floor Plan C1 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan C1 contains approximately 1,021 square feet.

FLOOR PLAN C2: Floor Plan C2 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, a kitchen and a second floor entry room. Floor Plan C2 contains approximately 1,169 square feet.

FLOOR PLAN D: Floor Plan D has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan D contains approximately 1,037 square feet.

FLOOR PLAN D1: Floor Plan D1 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan D1 contains approximately 1,028 square feet.

FLOOR PLAN D2: Floor Plan D2 has Two (2) bedrooms, Two (2) bathrooms, a living/dining room, a kitchen and a second floor entry room. Floor Plan D2 contains approximately 1,154 square feet.

FLOOR PLAN E: Floor Plan E has Two (2) bedrooms, Two and One-half (2.5) bathrooms, a living/dining room, a kitchen with a nook and a first floor entry room. Floor Plan E contains approximately 1,293 square feet.

FLOOR PLAN E1: Floor Plan E1 has Two (2) bedrooms, Two and One-half (2.5) bathrooms, a living/dining room and a kitchen with a nook. Floor Plan E1 contains approximately 1,243 square feet.

FLOOR PLANS F and F1: Floor Plans F and F1 have Three (3) bedrooms, Two and One-half (2.5) bathrooms, a living/dining room, a family room, a kitchen, a walk-in-closet and a utility storage room. Floor Plans F and F1 contain approximately 1,864 square feet.

NOTE 3: PARKING. In all phases there will be a maximum total of approximately Three Hundred Sixty-eight (368) parking spaces, Two Hundred Sixty-eight (268) of which are garage parking spaces, and One Hundred (100) of which are uncovered parking spaces. Each Unit with Floor Plans A, B, C1, C2, D1 and D2 will be assigned One (1) garage parking space in garages attached to their units. Each Unit with Floor Plans C and D will be assigned One (1) garage parking space in garages that are not attached to their units. All other Units will be assigned Two (2) garage parking spaces in garages that are attached to their units. The exact location of all garage and uncovered parking spaces in Phases 1, 2, 3 and 4 are shown on the Survey Map and Plans. In Phases 1, 2, 3 and 4, there are a total of One Hundred Eighty-nine (189) parking spaces, of which One Hundred Ninety-eight (198) are garage parking spaces and Seventy-one (71) are uncovered parking spaces. Each Unit in Phases 1, 2, 3 and 4 is assigned the garage parking space physically attached to and providing direct access to that Unit; except that Unit 13-1 is assigned parking space 2 in Garage G-2, Unit 13-8 is assigned parking space 1 in Garage G-2, Unit 14-1 is assigned parking space 2 in Garage G-1, Unit 14-8 is assigned parking space 1 in Garage G-1, Unit 18-1 is assigned parking space 1 in Garage G-4, Unit 18-8 is assigned parking space 2 in Garage G-4, Unit 20-1 is assigned parking space 2 in Garage G-3, Unit 20-8 is assigned parking space 1 in Garage G-3, Unit 21-1 is assigned parking space 2 in Garage G-7, Unit 21-8 is assigned parking space 1 in Garage G-7, Unit 24-1 is assigned parking space 2 in Garage G-6, and Unit 24-8 is assigned parking space 1 in Garage G-6.

NOTE 4: AGENT FOR SERVICE OF PROCESS. The initial person upon whom legal process may be served is ERIC WELLS. His address is 11624 SE Fifth Street, Suite 200, Bellevue, WA 98005.

NOTE 5: GARAGE AREAS NOT INCLUDED. The areas shown for each Unit do not include the areas of any garages.

NOTE 6: LIMITED COMMON ELEMENTS. The parking spaces and storage spaces described above are Limited Common Elements, reserved for the exclusive use of the Unit to which they



are assigned (or, in the case of decks or patios, to the Unit to which such decks or patios are adjacent).

EXHIBIT C  
PHASES 1, 2, 3 AND 4

ALLOCATED INTERESTS  
AND SHARE OF COMMON  
EXPENSES

<u>UNIT</u>	
<u>BUILDING 1</u>	
1-1	.60 <sup>8</sup>
1-2	.60
1-3	.60
1-4	.60
1-5	.60
1-6	.60
<u>BUILDING 2</u>	
2-1	.60
2-2	.60
2-3	.60
2-4	.60
2-5	.60
2-6	.60
<u>BUILDING 3</u>	
3-1	.60
3-2	.60
3-3	.60
3-4	.60
3-5	.60
3-6	.60
<u>BUILDING 4</u>	
4-1	.60
4-2	.60
4-3	.60
4-4	.60
4-5	.60
4-6	.60

EXHIBIT C--Continued

ALLOCATED INTERESTS  
AND SHARE OF COMMON  
EXPENSES

<u>UNIT</u>	
<u>BUILDING 5</u>	
5-1	.60%
5-2	.60
5-3	.60
5-4	.60
5-5	.60
5-6	.60
<u>BUILDING 6</u>	
6-1	.60
6-2	.60
6-3	.60
6-4	.60
6-5	.60
6-6	.60
<u>BUILDING 7</u>	
7-1	.60
7-2	.60
7-3	.60
7-4	.60
7-5	.60
7-6	.60
<u>BUILDING 8</u>	
8-1	.60
8-2	.60
8-3	.60
8-4	.60
8-5	.60
8-6	.60

EXHIBIT C--Continued

ALLOCATED INTERESTS  
AND SHARE OF COMMON  
EXPENSES

UNIT

BUILDING 9

9-1	.60%
9-2	.60
9-3	.60
9-4	.60

BUILDING 10

10-1	.60
10-2	.60
10-3	.60
10-4	.60
10-5	.60
10-6	.60

BUILDING 11

11-1	.60
11-2	.60
11-3	.60
11-4	.60
11-5	.60
11-6	.60

BUILDING 12

12-1	.60
12-2	.60
12-3	.60
12-4	.60

BUILDING 13

13-1	.60
13-2	.60
13-3	.60
13-4	.60
13-5	.60
13-6	.60
13-7	.60
13-8	.60

EXHIBIT C--Continued

ALLOCATED INTERESTS  
AND SHARE OF COMMON  
EXPENSES

<u>UNIT</u>	
<u>BUILDING 14</u>	
14-1	.60%
14-2	.60
14-3	.60
14-4	.60
14-5	.60
14-6	.60
14-7	.60
14-8	.60
<u>BUILDING 15</u>	
15-1	.60
15-2	.60
15-3	.60
15-4	.60
<u>BUILDING 16</u>	
16-1	.60
16-2	.60
16-3	.60
16-4	.60
<u>BUILDING 17</u>	
17-1	.60
17-2	.60
17-3	.60
17-4	.60
<u>BUILDING 18</u>	
18-1	.60
18-2	.60
18-3	.60
18-4	.60
18-5	.60
18-6	.60
18-7	.60
18-8	.60

EXHIBIT C--Continued

<u>UNIT</u>	<u>ALLOCATED INTERESTS AND SHARE OF COMMON EXPENSES</u>
<u>BUILDING 19</u>	
19-1	.60%
19-2	.60
19-3	.60
19-4	.60
<u>BUILDING 20</u>	
20-1	.60
20-2	.60
20-3	.60
20-4	.60
20-5	.60
20-6	.60
20-7	.60
20-8	.60
<u>BUILDING 21</u>	
21-1	.60
21-2	.60
21-3	.60
21-4	.60
21-5	.60
21-6	.60
21-7	.60
21-8	.60
<u>BUILDING 22</u>	
22-1	.60
22-2	.60
22-3	.61
22-4	.61
<u>BUILDING 23</u>	
23-1	.61
23-2	.61

EXHIBIT C--Continued

ALLOCATED INTERESTS  
AND SHARE OF COMMON  
EXPENSES

<u>UNIT</u>	
<u>BUILDING 24</u>	
24-1	.61 <sup>8</sup>
24-2	.61
24-3	.61
24-4	.61
24-5	.61
24-6	.61
24-7	.61
24-8	.61
<u>BUILDING 25</u>	
25-1	.61
25-2	.61
25-3	.61
25-4	.61
<u>BUILDING 26</u>	
26-1	.84
26-2	.61
26-3	.61
26-4	.61
<u>BUILDING 27</u>	
27-1	.61
27-2	.61
27-3	.61
27-4	.61
<u>BUILDING 28</u>	
28-1	.61
28-2	.61
28-3	.61
28-4	.61

EXHIBIT C--Continued

<u>UNIT</u>	<u>ALLOCATED INTERESTS AND SHARE OF COMMON EXPENSES</u>
<u>BUILDING 29</u>	
29-1	.61%
29-2	.61
29-3	.61
29-4	.61
29-5	.61
29-6	.61
29-7	.61
29-8	.61
<u>BUILDING 30</u>	
30-1	.61
30-2	.61
30-3	.61
30-4	<u>.61</u>
TOTAL	100.00%

NOTE 1: The Percentage Interests set forth in Column 2 set forth each Unit's Percentage Ownership Interest in the Common Elements and share of Common Expenses. Each Unit's Percentage Interest was determined by dividing 1 by the total number of Units in the Condominium. The Percentage Ownership Interest of some Units were rounded so that the total for all Units equaled 100%. As subsequent Phases are added, the Percentage Interests of Units shown in Column 2 will be recalculated using the same formula.



WHEN RECORDED, RETURN TO  
Matthew B. Straight  
OSERAN, HAHN, SPRING & WATTS, P S.  
850 Skyline Tower  
10900 N.E Fourth Street  
Bellevue, Washington 98004



20001129001094

CHICAGO TITLE DCEN 18 88  
PAGE 001 OF 008  
11/28/2008 11:42  
KING COUNTY, WA

FIFTH AMENDMENT TO DECLARATION FOR

SUMMERHILL VILLAGE,

A CONDOMINIUM

FILED BY CHICAGO TITLE INSURANCE CO.

REF # W-0001307-10

DECLARANT: MACLEAN SOUTH, L L C , a Washington limited liability company; and MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company

LEGAL DESCRIPTION N 1/2 OF SW 1/4 OF NE 1/4, 22-24-6

Additional legal description is on pages 6-9 of document.

TAX PARCEL #'s: 222406-9148, 222406-9047, \_\_\_\_\_

*DECLIN*

20001129001094

FIFTH AMENDMENT TO DECLARATION

FOR

SUMMERHILL VILLAGE, A CONDOMINIUM

THIS FIFTH AMENDMENT to the Declaration of SUMMERHILL VILLAGE, a Condominium, is jointly made this 25 day of October, 2000, by MACLEAN TOWNHOMES, L.L.C., a Washington limited liability company, and MACLEAN SOUTH, L L C, a Washington limited liability company, collectively as "Declarant," on behalf of all of the owners of the property described in the Declaration for Summerhill Village Townhomes, a Condominium, recorded under King County Recorder's File No. 19990709000328, the Survey Map and Plans of which were recorded under King County Recorder's File No 19990709000327, in Volume 157 of Condominiums, Pages 62 through 70. The First Amendment to the Declaration was recorded under King County Recorder's File No. 1999026000857 for the purpose of establishing Phase 2. The Survey Map and Plans for Phase 2 was recorded under King County Recorder's File No. 19991026000856, in Volume 160 of Condominiums, Pages 1 through 8. The Second Amendment to the Declaration was recorded under King County Recorder's File No. 1999104000533. The Third Amendment to the Declaration was recorded under King County Recorder's File No. 20000223001557 for the purpose of establishing Phase 3. The Survey Map and Plans for Phase 3 was recorded under King County Recorder's File No. 20000223001556. The Fourth Amendment to the Declaration was recorded under King County Recorder's File No. 20000725001686 for the purpose of establishing Phase 4. The Survey Map and Plans for Phase 4 was recorded under King County Recorder's File No. 20000725001685. This Fifth Amendment is made pursuant to Section 2.5 of the Declaration for the purpose of removing a portion of the Subsequent Phase Property identified in Exhibit A to the Declaration from the Condominium. The Survey Map and Plans identifying the property to be removed from the Condominium consists of 2 sheets as prepared by Barghausen Consulting Engineers, Inc. and were filed contemporaneously with this Amendment with the Recorder of King County, Washington, under File No 20001127001083, in Volume 170 of Condominiums, Pages 30 through 31.

2000 112 9001094

1 Exhibit "A" to the Declaration is hereby stricken in its entirety and the new Exhibit "A" attached hereto is inserted in its place. This new Exhibit "A" identifies the entire remaining land comprising the Condominium, as well as the remaining Subsequent Phase Property.

2 Exhibit "A-1" hereto describes the land hereby removed from the Condominium ("Removed Land").

3 Pursuant to Section 2.5 of the Declaration, Declarant hereby removes and withdraws the Removed Land from the Condominium and from the application of the Act. Declarant is simultaneously recording both this Fifth Amendment to the Declaration and an Amendment to the Survey Map and Plans identifying the land comprising the Condominium after withdrawal of the Removed Land. Henceforth, all the land, other than the Removed Land, shall constitute a single Condominium pursuant to the Act and the provisions of the Declaration, as amended herein.

4 Pursuant to Section 2.5 of the Declaration, Declarant hereby reserves in favor of the Removed Land perpetual, non-exclusive easements over, under and across all of the common elements of Summerhill Village, a Condominium, for the following purposes: (a) vehicular and pedestrian ingress and egress over existing roadways, pathways, drives and sidewalks, and (b) to tie into and use all utility lines installed on or under Summerhill Village, including but not limited to sanitary and storm sewer lines, electrical and telephone lines, water lines, cable television lines and gas lines. The owners of Summerhill Village and the Removed Land shall each respectively pay all maintenance and repair expenses associated with any roadway, pathway, drive, sidewalk and utility line located on or under their respective property. Each year the owners of the Removed Land shall also pay the Summerhill Village Homeowners Association an amount equal to Six percent (6%) of the total regular annual budget for that year for the Summerhill Village Homeowners Association (excluding all special assessments but including reserves). This annual payment shall be made in Twelve (12) equal monthly installments. Such payment shall be deemed a fair and reasonable contribution by the Removed Land for all costs incurred by Summerhill Village for any of the following items in connection with Summerhill Village: (a) administrative expenses, (b) utilities, (c) storm maintenance, (d) street maintenance, (e) landscape maintenance, (f) insurance, and (g) reserves for asphalt, street lights, stop lots upkeep and entry signage. The foregoing reserved easements shall inure to the benefit of all present and future owners and invitees to the Removed Land. Such easements and the above cost sharing agreement shall be deemed a covenant running with both Summerhill Village and the Removed Land. The two parties signing below as Declarant of Summerhill Village, and also as owner of the Removed Land, hereby declare that the terms of this Amendment supersede any inconsistent terms of that certain Declaration of Reciprocal Ingress, Egress, and Access Easement and Maintenance Agreement recorded under King County Recording No. 19991221000892.

Except as set forth above, each and every provision of the Declaration of Summerhill Village, a Condominium, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, on behalf of all unit owners, has executed this Fifth Amendment to the Declaration of Summerhill Village, a Condominium, as of the day and year first written above

DECLARANT

MACLEAN TOWNHOMES, L L C., a Washington limited liability company

By: POLYGON NORTHWEST COMPANY, a Washington general partnership  
Its Manager

By: BRENTVIEW, INC , a Washington corporation  
Its: Managing General Partner

By: E.H.G. WALKS  
[Print Name] E.H.G. WALKS  
Its: Authorized Agent

2000 112 9001094

MACLEAN SOUTH, L.L.C., a Washington limited liability company

By: POLYGON NORTHWEST COMPANY, a Washington general partnership  
Its: Manager

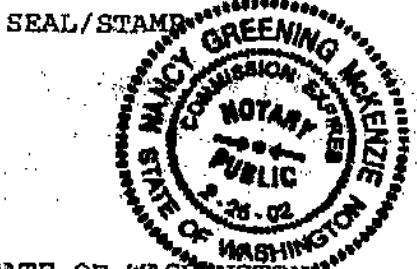
By: BRENTVIEW, INC., a Washington corporation  
Its: Managing General Partner

By: E.H.G. WALKS  
[Print Name] E.H.G. WALKS  
Its: Authorized Agent

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Eric H & Lois is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Agent of BRENTVIEW, INC, a Washington corporation, Managing General Partner of POLYGON NORTHWEST COMPANY, a Washington General Partnership, Manager of MACLEAN TOWNHOMES, L.L.C, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated Nov 21st, 2000.



Nancy Greening McKenzie  
(Print Name) Nancy Greening McKenzie  
NOTARY PUBLIC for the State of Washington  
Residing at Kirkland  
My Appointment Expires 2/25/02

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of BRENTVIEW, INC., a Washington corporation, Managing General Partner of POLYGON NORTHWEST COMPANY, a Washington General Partnership, Manager of MACLEAN SOUTH, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2000

SEAL/STAMP

\_\_\_\_\_  
(Print Name) \_\_\_\_\_  
NOTARY PUBLIC for the State of Washington  
Residing at \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

2000 112 9901994

EXHIBIT A

LEGAL DESCRIPTION

The legal description of the real property included in SUMMERHILL VILLAGE, a Condominium, (after withdrawal of the Removed Land) is as follows.

1 TOTAL PROPERTY

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NOS. 2721716, 8009230742, AND 8410180377,

EXCEPT ANY PORTION THEREOF LYING EASTERLY OF THE WESTERLY MARGIN OF A KING COUNTY ROAD BEING A STRIP OF LAND 100 FEET IN WIDTH WITH THE CENTER BEING THE CENTERLINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NO. 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NUMBER 9809041411, SAID CENTERLINE BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, RECORDS OF KING COUNTY;

THENCE SOUTH 88°24'57" EAST A DISTANCE OF 476.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 22;

THENCE NORTH 54°34'34" EAST A DISTANCE OF 2,389.54 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A 720.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID 720.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 38°43'08" AN ARC DISTANCE OF 486.56 FEET,

THENCE NORTH 15°51'26" EAST A DISTANCE OF 869.58 FEET TO THE BEGINNING OF A 1,536.00 FOOT RADIUS TANGENT CURVE TO THE LEFT,

THENCE ALONG THE ARC OF SAID 1,536.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 33°43'18" AN ARC DISTANCE OF 904.02 FEET;

THENCE NORTH 49°34'44" EAST, A DISTANCE OF 401.62 FEET TO THE INTERSECTION OF ISSAQUAH-PINE LAKE ROAD AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET NORTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-

FIFTH AMENDMENT TO DECLARATION  
SUMMERHILL VILLAGE

601066 71 0002

FALL CITY ROAD AND TANGENT TO A LINE 42 FEET WESTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD;

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W. M., LYING WESTERLY OF THE WESTERLY LINE OF THE ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NOS 2721716 AND 8209200697, AND WESTERLY OF THE WESTERLY LINE OF COUNTY ROAD CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO 9803201399,

EXCEPT THAT PORTION THEREOF LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 88°19'16" EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 132.85 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION.

THENCE NORTH 01°36'43" EAST, PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, 96.42 FEET;

THENCE NORTH 88°35'31" EAST TO THE WESTERLY RIGHT OF WAY MARGIN OF SAID ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF SAID LINE;

EXCEPT THAT PORTION OF THE ABOVE REAL PROPERTY DESCRIBED AS FOLLOWS.

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716 AND 8209200697; AND WESTERLY OF THE WESTERLY LINE OF COUNTY ROAD CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 9803201399;

EXCEPT THAT PORTION THEREOF LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 88°19'16" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 132.85 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE, THENCE NORTH 01°36'43" EAST PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 96.42 FEET; THENCE NORTH 88°35'31" EAST TO THE WESTERLY MARGIN OF SAID ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF SAID LINE.

2300 112 9001094

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

2 SUBSEQUENT PHASE PROPERTY. NONE

3. DESCRIPTION OF ANY REAL PROPERTY (EXCEPT REAL PROPERTY SUBJECT TO DECLARANT'S RESERVED DEVELOPMENT RIGHTS) WHICH MAY BE ALLOCATED SUBSEQUENTLY AS LIMITED COMMON ELEMENTS (OTHER THAN LIMITED ELEMENTS SPECIFIED IN SECTION 7 ABOVE):

See Paragraph 1 above

4 DESCRIPTION OF ANY REAL PROPERTY TO WHICH ANY DECLARANT'S RESERVED DEVELOPMENT RIGHTS APPLY:

See Paragraph 1 above.

2000 112 9001094



EXHIBIT A-1  
REMOVED LAND

The legal description of the Land removed and withdrawn from the Condominium is as follow:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716 AND 8209200697; AND WESTERLY OF THE WESTERLY LINE OF COUNTY ROAD CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 9803201399;

EXCEPT THAT PORTION THEREOF LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE SOUTH 88°19'16" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 132.85 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE;  
THENCE NORTH 01°36'43" EAST PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 96.42 FEET;  
THENCE NORTH 88°35'31" EAST TO THE WESTERLY MARGIN OF SAID ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF SAID LINE

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

2000 112 90-094

AFTER RECORDING RETURN TO:  
Polygon Northwest Company  
4030 Lake Washington BLVD. NE #201  
Kirkland, WA 98033

9809162203  
SUBJECT ALIGNED WITH KING COUNTY RECORDS  
04 11 01

DECLARATION  
OF  
RECIPROCAL INGRESS, EGRESS, AND ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT  
FOR  
KING COUNTY ASSESSOR'S TAX PARCEL NUMBERS  
222406-9148 & 222406-9144(68)

9809162203

Grantee: Maclean Townhomes L.L.C., a Washington Limited Liability Company

Grantor: Langara Apartments L.L.C., a Washington Limited Liability Company

Tax Parcel Number: 222406-9148 and 222406-9144(68)

Legal Description: Abbreviated Legal Description: A portion of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 22, Township 24 North, Range 6 East and a portion of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 24 North, Range 6 East.

1102  
CHICAGO TITLE INS. CO  
REF# 1/2406201-10

EXCISE TAX NOT REQUIRED  
King County Records Division  
BY: [Signature], Deputy

**RECIPROCAL INGRESS, EGRESS, AND ACCESS EASEMENT  
AND MAINTENANCE AGREEMENT.**

By and between the Owners of Maclean Townhomes L.L.C. a Washington Limited  
Liability Company legally described on Exhibit "A" attached herein

and

Langara Apartments L.L.C. a Washington Limited Liability Company legally described  
on Exhibit "B" attached herein

**WITNESETH:**

WHEREAS, Maclean Townhomes L.L.C. a Washington Limited Liability  
Company is the owner of certain real property legally described on Exhibit "A"; and

WHEREAS, Langara Apartments L.L.C. a Washington Limited Liability  
Company is the owner of certain real property legally described on Exhibit "B";

WHEREAS Maclean Townhomes L.L.C. and Langara Apartments L.L.C. desire  
to set forth their agreement relative to Ingress, Egress, Drainage and Utilities Easement  
for the mutual benefits stated herein.

NOW, THEREFORE, in consideration of mutual rights granted herein, and in  
good and valuable consideration, receipt of which is hereby acknowledged, the parties  
hereto agree to the following:

1. Grant of Easement. Maclean Townhomes L.L.C. hereby grant to Langara  
Apartments L.L.C. and all future owners, heirs or assigns a perpetual non-  
exclusive easement for both (a) ingress and egress over the roadways and  
pathways constructed on said property and (b) all utilities including but not  
limited to telephone, power, cable TV, sanitary sewer, storm sewer, sidewalks  
and water system, including all necessary and convenient appurtenance thereto.  
The easement shall be over, under, and across those portions of the Properties,  
as required and agreed upon by the mutual parties.
- Langara Apartments hereby grant to Maclean Townhomes L.L.C. and all future  
owners, heirs or assigns a perpetual non-exclusive easement for both (a) ingress  
and egress over the roadways and pathways constructed on said property and (b)  
all utilities including but not limited to telephone, power, cable TV, sanitary  
sewer, storm sewer, sidewalks and water system, including all necessary and  
convenient appurtenance thereto. The easement shall be over, under, and across  
those portions of the Properties, as required and agreed upon by the mutual  
parties.
2. No Structures. There shall not be built or maintained over across or upon the  
Easement Area any structure or other obstruction which would interfere with the  
uses thereof for access and utility purposes other than structures approved by  
King County or Sammamish Plateau Water and Sewer District in the designated  
plans for building permits, utility agreements and other permits issued by King  
County and the Sammamish Plateau Water and Sewer District and utility  
companies in connection with the development of Maclean Townhomes and  
Langara Apartments (AKA Maclean North).
3. Maintenance. The owners, heirs and assigns of each lot as described  
above shall be responsible for maintaining the portion of the shared driveway  
access that lies within their property.

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4. **Binding Covenant.** The easements granted herein and the rights and restrictions contained herein shall be deemed covenants running with the Properties and shall be binding upon the heirs to the benefit of the parties hereto, the respective heirs, successors, and assigns of the owners of the Properties described herein.
5. **Attorney's Fees.** In the event any party employs an attorney to enforce any of the provisions of the Easement agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees in connection with such action.
6. **Reservation of Other Rights.** The parties hereto retain, reserve, and shall continue to enjoy and use the surface of the Easement Area located on their respective Properties, for any and all purposes which do not materially interfere with or prevent the use of the easement rights granted in this Easement Agreement.
7. **Effective Date.** The granting of this Easement shall become effective upon the execution hereof.
8. **Governing Law.** This Easement shall be governed by the laws of the State of Washington.

Dated this 16 day of September 1998.

Maclean Townhomes L.L.C.  
 A Washington Limited Liability Company  
 By: Polygon Northwest Company  
 Its: Manager  
 By: Brentview, Inc.  
 Its: General Partner

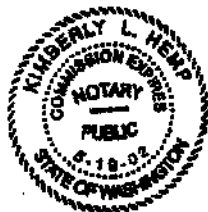
Eric H.G. Wells  
 By: Eric H.G. Wells  
 Its: Authorized Agent  
 Date: 9/16/98

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STATE OF WASHINGTON )  
 ) SS.  
 COUNTY OF KING )

I certify that I know or have satisfactory evidence that Eric H.G. Wells is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Agent of Brentview, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/16, 1998.



Kimberly L. Kemp  
 Notary Public in and for the State of  
 Washington, residing at DAWSON, WA  
 My commission expires 5/18/02

Lansara Apartments L.L.C.  
A Washington Limited Liability Company  
By: Polygon Northwest Company  
Its: Manager  
By: Brentview, Inc.  
Its: General Partner  
  
E.H.G. Wells  
By: Eric H.G. Wells  
Its: Authorized Agent  
Date: 9/16/78

STATE OF WASHINGTON )  
                                  )SS.  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that Eric H.G. Wells is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Agent of Brentview, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/16, 1978.



Kimberley L. Heine  
Notary Public in and for the State of  
Washington, residing at LYNNWOOD WA  
My commission expires 5/19/02

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EXHIBIT "A"

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 8 EAST  
W.M., LYING NORTHERLY OF THE WESTERN LINE OF IRAGOON-FALL  
CITY ROAD AS SHOWN ON THE KANSAS COUNTY SURVEY NO. 12-14-4-13  
AND SAID CORRELATION BEING AT THE SOUTHWEST  
CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 8 EAST W.M.,  
SECTION OF KANSAS COUNTY;

EXCEPT ANY PORTION THEREOF LYING EASTERNLY OF THE WESTERN  
LINE OF A KANSAS COUNTY ROAD BEING A STRIP OF LAND 150 FEET  
IN WIDTH WITH THE CENTER BEING THE CENTERLINE OF  
IRAGOON-FALL CITY ROAD AS ESTABLISHED BY KANSAS COUNTY SURVEY  
NO. 12-14-4-13 AND SAID CORRELATION BEING AT THE SOUTHWEST  
CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 8 EAST W.M.,  
SECTION OF KANSAS COUNTY;

THENCE SOUTH 88°14'57" EAST A DISTANCE OF 176.38 FEET ALONG  
THE SOUTH LINE OF SAID SECTION 22;  
THENCE NORTH 14°14'36" EAST A DISTANCE OF 2,155.54 FEET TO  
THE POINT OF BEGINNING AND THE BEGINNING OF A 725.85 FOOT  
RADIUS TANGENT CURVE TO THE LEFT;  
THENCE ALONG THE ARC OF SAID 725.85 FOOT RADIUS CURVE THROUGH  
A CENTRAL ANGLE OF 18°43'08" AN ARC DISTANCE OF 406.58 FEET;  
THENCE NORTH 15°11'26" EAST, A DISTANCE OF 663.28 FEET TO THE  
BEGINNING OF A 1,124.00 FOOT RADIUS TANGENT CURVE TO THE  
RIGHT;

THENCE ALONG THE ARC OF SAID 1,124.00 FOOT RADIUS CURVE  
THROUGH A CENTRAL ANGLE OF 31°43'13" AN ARC DISTANCE OF  
504.22 FEET;  
THENCE NORTH 43°14'44" EAST, A DISTANCE OF 461.82 FEET TO THE  
INTERSECTION OF IRAGOON-FALL CITY ROAD AND IRAGOON-FALL  
CITY ROAD AND THE BEGINNING OF THIS CERTAIN DESCRIPTION;

AND THAT PORTION LYING SOUTHWESTERLY OF THE ARC OF A CURVE  
HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 30 FEET  
NORTHERLY AND PARALLEL TO SAID CENTERLINE OF IRAGOON-FALL  
CITY ROAD AND TANGENT TO A LINE 42 FEET EASTERLY OF AND  
PARALLEL TO THE CENTERLINE OF IRAGOON-FALL CITY ROAD;

AND THAT PORTION LYING NORTHEASTERLY OF THE ARC OF A CURVE  
HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 30 FEET  
SOUTHERLY AND PARALLEL TO SAID CENTERLINE OF IRAGOON-FALL  
CITY ROAD AND TANGENT TO A LINE 42 FEET EASTERLY OF AND  
PARALLEL TO THE CENTERLINE OF IRAGOON-FALL CITY ROAD;

BEING IN THE COUNTY OF KANSAS, STATE OF MISSOURI.

Tax Parcel Number 222406-9148

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EXHIBIT "B"

LOT 1 OF TRACT PLAT NO. 100021, ACCORDING TO THE TRACT PLAT RECORDED  
UNDER KING COUNTY RECORDING NO. 201200234;

AND EXCEPT THAT PORTION OF SAID LOT 1, AS CONVEYED TO KING COUNTY FOR  
TRADING-FIRE LACK ROAD S.W. BY DEED RECORDER ORDER RECORDING NO.  
20100010;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Tax Parcel Number 222406-9144

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