

Foster Pepper PLLC
Attention: Gary N. Ackerman
and Jamie M. Goodwin
1111 Third Avenue, Suite 3400
Seattle, Washington 98101-3299



20060525000930

CHICAGO TITLE DCON 90.00
PAGE 001 OF 059
05/25/2006 11:58
KING COUNTY, WA

CONDOMINIUM DECLARATION
FOR dwell ROOSEVELT, A CONDOMINIUM

Grantor/Declarant: 1026 NE 65TH LLC, a Washington limited liability company
Additional names on pg. N/A

Grantee: dwell ROOSEVELT, a condominium
Additional names on pg. N/A

Legal Description: SE ¼ , SE ¼ , Section 5, Twp. 25 N, Rge 4 E., W.M.
Official legal description on Schedule A

Assessor's Tax Parcel ID#: 365870 0105, 365870 0100, 365870 0090, 365870 0030, 365870 0025

Reference # (if applicable): N/A
Additional numbers on pg. N/A

59
#91

DEPARTMENT OF ASSESSMENTS
Examined and approved this 25TH day of
MAY, 2006

FILED BY CHICAGO TITLE INSURANCE CO.

REF.# W-06-7058-18

SCOTT NOBLE
Assessor

[Signature]
Deputy Assessor

TABLE OF CONTENTS

	<u>Page</u>
Article 1. DEFINITIONS.....	1
Section 1.1 Words Defined.....	1
Section 1.2 Form of Words	3
Section 1.3 Statutory Definitions	3
Article 2. CONSTRUCTION AND VALIDITY OF DECLARATION.....	4
Article 3. NAME OF CONDOMINIUM.....	4
Article 4. DESCRIPTION OF LAND.....	4
Article 5. DESCRIPTION OF UNITS; ALLOCATED INTERESTS.....	4
Section 5.1 Number and Identification of Units.....	4
Section 5.2 Unit Boundaries.....	4
Section 5.3 Unit Data	5
Section 5.4 Allocated Interests	5
Article 6. COMMON ELEMENTS.....	5
Section 6.1 Description	5
Section 6.2 Use.....	5
Article 7. LIMITED COMMON ELEMENTS.....	5
Section 7.1 Description	5
Section 7.2 Use.....	6
Section 7.3 Reallocation.....	6
Article 8. PARKING AND STORAGE.....	6
Section 8.1 Garage Parking and Storage; Allocation to Units	6
Section 8.2 Rental of Parking Spaces and Storage Areas	6
Section 8.3 Use of Parking Spaces and Garage.....	7
Article 9. PERMITTED USES; MAINTENANCE; CONVEYANCES.....	7
Section 9.1 Residential Units; Timesharing Prohibited	7
Section 9.2 Commercial Units.....	7
Section 9.3 Leases of Units	8
Section 9.4 Maintenance of Units, Common Elements, and Limited Common Elements; Association Records	9
Section 9.5 Exterior Appearance.....	10
Section 9.6 Protected Antennas.....	10
Section 9.7 Effect on Insurance.....	11

	<u>Page</u>
Section 9.8 Use or Alteration of Common Elements and Limited Common Elements	11
Section 9.9 Signs	11
Section 9.10 Pets	11
Section 9.11 Quiet Enjoyment.....	12
Section 9.12 Trash Removal.....	12
Section 9.13 Offensive Activities Prohibited	12
Section 9.14 Hazardous Substances	12
Section 9.15 Conveyance by Owners; Notice Required	13
Article 10. DEVELOPMENT RIGHTS; SPECIAL DECLARANT RIGHTS	13
Section 10.1 Development Rights	13
Section 10.2 Special Declarant Rights	13
Section 10.3 Declarant Inspections and Repairs	14
Section 10.4 Declarant Right to Attend Association Meetings and Receive Minutes and Notices	14
Section 10.5 Transfer.....	14
Article 11. ENTRY FOR REPAIRS OR MAINTENANCE.....	14
Article 12. OWNERS ASSOCIATION.....	15
Section 12.1 Form of Association	15
Section 12.2 Bylaws	15
Section 12.3 Qualification and Transfer.....	15
Section 12.4 Powers of the Association	15
Section 12.5 Association Annual Inspections	18
Section 12.6 Financial Statements and Records.....	18
Section 12.7 Inspection of Condominium Documents, Books and Records.....	18
Article 13. DECLARANT CONTROL PERIOD.....	19
Section 13.1 Declarant Control Until Transition Date	19
Section 13.2 Transition Date	19
Section 13.3 Declarant's Transfer of Association Control.....	19
Section 13.4 Audit of Records Upon Transfer	21
Section 13.5 Termination of Contracts and Leases Made By the Declarant.....	21
Article 14. THE BOARD.	21
Section 14.1 Selection of the Board	21
Section 14.2 Powers of the Board	21
Section 14.3 Managing Agent	22
Section 14.4 Limitations on Board Authority	22
Section 14.5 Right to Notice and Opportunity to Be Heard.....	22

	<u>Page</u>
Article 15. BUDGET AND ASSESSMENTS.	22
Section 15.1 Fiscal Year.....	22
Section 15.2 Preparation of Budget.....	22
Section 15.3 Ratification of Budget.....	23
Section 15.4 Supplemental Budget.....	23
Section 15.5 Monthly Assessments.....	23
Section 15.6 Specially Allocated Expenses.....	23
Section 15.7 Contribution to Initial Working Capital; Other Initial Assessments and Deposits.....	24
Section 15.8 Special Assessments.....	24
Section 15.9 Creation of Reserves; Assessments.....	25
Section 15.10 Notice of Assessments.....	25
Section 15.11 Payment of Monthly Assessments.....	25
Section 15.12 Proceeds Belong to Association.....	25
Section 15.13 Failure to Assess.....	25
Section 15.14 Reconciliation of Assessments to Actual Income and Expenses.....	25
Section 15.15 Certificate of Unpaid Assessments.....	26
Section 15.16 Recalculation of Assessments.....	26
Article 16. LIEN AND COLLECTION OF ASSESSMENTS.	26
Section 16.1 Assessments Are a Lien; Priority.....	26
Section 16.2 Lien May be Foreclosed; Judicial Foreclosure.....	27
Section 16.3 Nonjudicial Foreclosure.....	27
Section 16.4 Receiver During Foreclosure.....	27
Section 16.5 Assessments Are Personal Obligation.....	28
Section 16.6 Extinguishment of Lien and Personal Liability.....	28
Section 16.7 Joint and Several Liability.....	28
Section 16.8 Late Charges and Interest on Delinquent Assessments.....	28
Section 16.9 Recovery of Attorneys' Fees and Costs.....	28
Section 16.10 Security Deposit.....	28
Section 16.11 Remedies Cumulative.....	29
Article 17. ENFORCEMENT OF DECLARATION, BYLAWS AND RULES AND REGULATIONS.	29
Section 17.1 Rights of Action.....	29
Section 17.2 Failure of Board to Insist on Strict Performance No Waiver.....	29
Section 17.3 Board Enforcement.....	29
Article 18. TORT AND CONTRACT LIABILITY.....	29
Section 18.1 Declarant Liability.....	29
Section 18.2 Limitation of Liability for Utility Failure, etc.....	30
Section 18.3 No Personal Liability.....	30

	<u>Page</u>
Article 19. INDEMNIFICATION.	30
Article 20. INSURANCE.	31
Section 20.1 General Requirements	31
Section 20.2 Property Insurance; Deductible; Residential Unit Improvements	31
Section 20.3 Commercial General Liability Insurance	32
Section 20.4 Insurance Trustee; Power of Attorney.....	32
Section 20.5 Additional Policy Provisions	33
Section 20.6 Fidelity Insurance	34
Section 20.7 Owners' Individual Insurance	34
Section 20.8 Use of Insurance Proceeds.....	34
Article 21. DAMAGE AND REPAIR OR DAMAGE TO PROPERTY.....	35
Section 21.1 Initial Board Determination.....	35
Section 21.2 Notice of Damage.....	35
Section 21.3 Definitions	36
Section 21.4 Execution of Repairs	36
Section 21.5 Damage Not Substantial.....	37
Section 21.6 Substantial Damage	37
Section 21.7 Effect of Decision Not to Repair	38
Article 22. CONDEMNATION.	38
Section 22.1 Consequences of Condemnation; Notices	38
Section 22.2 Power of Attorney	38
Section 22.3 Condemnation of a Unit	38
Section 22.4 Condemnation of Part of a Unit.....	39
Section 22.5 Condemnation of Common Element or Limited Common Element.....	39
Section 22.6 Reconstruction and Repair	39
Article 23. EASEMENTS.....	39
Section 23.1 In General	39
Section 23.2 Encroachments	39
Section 23.3 Easement Specifically Reserved by the Declarant	40
Section 23.4 Utility Easements Granted by the Declarant	40
Section 23.5 Easement for Commercial Units	40
Article 24. PROCEDURES FOR SUBDIVIDING, COMBINING OR ALTERING UNITS.	40
Section 24.1 Subdivision of Residential Units	40
Section 24.2 Subdivision of Commercial Units	41
Section 24.3 Combination of Units	41
Section 24.4 Minor Alterations; Hard Surface Flooring	42

	<i>Page</i>
Section 24.5 Adjoining Units	42
Section 24.6 Substantial Alteration	42
Section 24.7 Procedure After Approval	43
Section 24.8 Relocation of Boundaries -- Adjoining Units	43
Article 25. AMENDMENT OF DECLARATION SURVEY MAP AND PLANS, ARTICLES OR BYLAWS.....	43
Section 25.1 Procedures	43
Section 25.2 Percentages of Consent Required.....	44
Section 25.3 Limitations on Amendments	45
Article 26. TERMINATION OF CONDOMINIUM.	45
Section 26.1 Action Required.....	45
Section 26.2 Condominium Act Governs.....	45
Article 27. NOTICES.	46
Section 27.1 Form and Delivery of Notice.....	46
Section 27.2 Notices to Eligible Mortgagees	46
Article 28. SEVERABILITY.	47
Article 29. EFFECTIVE DATE.	47
Article 30. REFERENCE TO SURVEY MAP AND PLANS.....	47
Article 31. ASSIGNMENT BY DECLARANT.....	47
Schedule A Description of Land in Condominium	
Schedule B Unit Data; Allocated Interests	
Schedule C Limited Common Elements	
Schedule D Garage Parking and Storage; Allocation to Units	

Article 1. DEFINITIONS.

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply.

Allocated Interests means the allocation of Common Expense Liability, Interest in Common Elements and voting for each of the Units in the Condominium determined in accordance with the formula set forth in Section 5.4 and as listed in Schedule B.

Articles means the Articles of Incorporation for the Association.

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

Association means the owners association identified in Article 12.

Board means the board of directors of the Association, as described in Article 14.

Bylaws means the bylaws of the Association as they may from time to time be amended.

Commercial Unit means any Unit so designated in Schedule B.

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

Common Expenses means expenditures made by or financial liabilities of the Association related to the Common Elements and the general operation of the Association which are allocated to all Units in accordance with Common Expense Liability pursuant to this Declaration, including allocations to reserves and the following utilities: water (subject to Section 15.6), garbage removal (subject to Section 15.8), and natural gas to power the hot water boiler.

Common Expense Liability means the liability for Common Expenses allocated to each Unit, as set forth in Schedule B.

Condominium means dwell ROOSEVELT, a condominium, created under this Declaration and the Survey Map and Plans.

Condominium Act means the Washington Condominium Act, codified at RCW 64.34, as it may be from time to time amended.

Conveyance means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract.

Declarant means 1026 NE 65th LLC, a Washington limited liability company, and its representatives, successors, and assigns.

Declarant Control means the right of the Declarant or persons designated by the Declarant to appoint and remove officers and members of the Board pursuant to Article 13.

Declaration means this Condominium Declaration for dwell ROOSEVELT, a condominium, as it may from time to time be amended.

Declared Value means the value of each Unit as declared in Schedule B, which does not necessarily reflect market value and will not be affected by sales price.

Development Right means any right reserved by the Declarant in Section 10.1.

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

FHLMC means the Federal Home Loan Mortgage Corporation.

FNMA means the Federal National Mortgage Association.

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

HUD means the Department of Housing and Urban Development.

Identifying Number means the number of the Unit, as listed in Schedule B and shown on the Survey Map and Plans.

Limited Common Element means a portion of the Common Elements allocated in Article 7 for the exclusive use of one or more but fewer than all of the Units.

Managing Agent means the person designated by the Board under Section 14.3.

Mortgage means a mortgage, deed of trust or real estate contract.

Mortgagee means any holder, insurer or guarantor of a Mortgage on a Unit.

Notice and Opportunity to be Heard means the procedure described in Section 14.5.

Owner or Unit Owner means the Declarant or other person who owns a Unit, but does not include any person who has an interest in a Unit solely as security for an obligation.

Person means a natural person, corporation, partnership, limited partnership, limited liability company, trust, governmental subdivision or agency, or other legal entity.

Residential Limited Common Element means those Limited Common Elements which are allocated jointly to all of the Residential Units, as described in Schedule C and shown on the Survey Map and Plans.

Residential Unit means any Unit so designated in Schedule B.

Special Declarant Rights means rights reserved for the benefit of the Declarant as specified in Section 10.2.

Specially Allocated Expenses means certain expenditures or liabilities of the Association which are specially allocated among Units pursuant to Section 15.6.

Survey Map and Plans means the survey map and plans filed simultaneously with the recording of this Declaration and any amendments, corrections, and addenda thereto subsequently filed.

Transition Date means the date upon which the period of Declarant Control terminates as determined in Article 13.

Unit means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described in Section 5.2 and shown on the Survey Map and Plans.

VA means the Veterans Administration.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and gender-neutral pronouns shall be used interchangeably.

Section 1.3 Statutory Definitions. Some of the terms defined above are also defined in the Condominium Act. The definitions in this Declaration are not intended to limit

or contradict the definitions in the Condominium Act. If there is any inconsistency or conflict, the definition in the Condominium Act will prevail.

Article 2. CONSTRUCTION AND VALIDITY OF DECLARATION.

The Declaration and the Condominium Act provide the framework by which the Condominium is created and operated. In the event of a conflict between the provisions of this Declaration and the Condominium Act, the Condominium Act shall prevail. In the event of a conflict between the provisions of this Declaration and the Bylaws, the Declaration shall prevail except to the extent the Declaration is inconsistent with the Condominium Act. The creation of the Condominium shall not be impaired and title to a Unit and its interest in the Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of this Declaration or the Survey Map and Plans or any amendment thereto to comply with the Condominium Act.

Article 3. NAME OF CONDOMINIUM.

The name of the Condominium created by this Declaration and the Survey Map and Plans is dwell ROOSEVELT, a condominium.

Article 4. DESCRIPTION OF LAND.

The real property included in the Condominium and subjected to the Condominium Act is described in Schedule A.

Article 5. DESCRIPTION OF UNITS; ALLOCATED INTERESTS.

Section 5.1 Number and Identification of Units. The Condominium is comprised of three buildings having a total of 76 Residential Units and two Commercial Units. The Identifying Number of each Unit is set forth in Schedule B and shown on the Survey Map and Plans.

Section 5.2 Unit Boundaries. The boundaries of the Units are the perimeter walls, floors, and ceilings of the Units, including within the Unit all wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof; provided, that the Unit shall not include those Common Elements specified in Section 6.1. The boundary for the perimeter walls is the plane formed by the interior surface of the perimeter stud walls. All spaces, interior partitions, fixtures, betterments and improvements within the boundaries of each Residential Unit which were installed by the Declarant or by an Owner and intended to be a permanent part of the Unit, other than Common Elements described in Section 6.1, are a part of the Unit.

Section 5.3 Unit Data. Schedule B sets forth the following data for each Unit:

- a. The approximate area;
- b. The level upon which each Unit is located;
- c. The Declared Value of the Unit; and
- d. The Allocated Interests of each Unit.

Schedule B sets for the following additional data for each Residential Unit:

- a. The number of bathrooms, whole or partial;
- b. The number of rooms designated primarily as bedrooms; and
- c. Whether the Unit has a fireplace.

The location of each Unit is shown in the Survey Map and Plans.

Section 5.4 Allocated Interests. Schedule B sets forth the Allocated Interests of each of the Units in the Condominium for purposes of Common Expense Liability and interest in the Common Elements. The formula for making the allocations is 50% relative Unit area and 50% Declared Value. Voting shall be allocated equally among Units, with each Unit having one vote.

Article 6. COMMON ELEMENTS.

Section 6.1 Description. The Common Elements are all portions of the Condominium other than the Units, including all portions of the walls, floors, or ceilings which are not a part of or within the Unit boundaries provided in Section 5.2. The Common Elements also include any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a Unit which serves more than one Unit or any portion of a Common Element.

Section 6.2 Use. Each Owner shall have the right to use the Common Elements in common with all other Owners and a right of access from the Owner's Unit across the Common Elements to the public streets. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements shall be governed by the provisions of the Condominium Act, this Declaration, the Bylaws, and the rules and regulations of the Association.

Article 7. LIMITED COMMON ELEMENTS.

Section 7.1 Description. The Limited Common Elements allocated to each Unit or to certain Units are listed on Schedule C and are shown on the Survey Map and Plans.

Section 7.2 Use. Each Owner shall have the exclusive right to use the Limited Common Elements allocated or assigned solely to the Owner's Unit. Each Owner of a Residential Unit shall have the right to use the Residential Limited Common Elements in common with all other Owners of Residential Units. The right to use the Residential Limited Common Elements extends not only to each Owner of a Residential Unit, but also to the Owner's agents, servants, tenants, family members, invitees, and licensees. The Board may adopt rules and regulations governing the use of the Limited Common Elements which are not inconsistent with this Declaration.

Section 7.3 Reallocation. A Limited Common Element may be reallocated between Units only with the written approval of the Board and by an amendment to this Declaration executed by the Owners of the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this Section within 30 days, or within such other period provided by this Declaration, unless the proposed reallocation does not comply with the Condominium Act or this Declaration. The failure of the Board to act upon a request within such period shall be deemed the disapproval thereof. The amendment shall be recorded in the names of the parties and of the Condominium. A Common Element may be reallocated as a Limited Common Element or a Limited Common Element may be incorporated into an existing Unit with the approval of 67 percent of the Owners, including the Owner of the Unit to which the Limited Common Element will be allocated or incorporated. Such reallocation or incorporation shall be reflected in an amendment to this Declaration and the Survey Map and Plans.

Article 8. PARKING AND STORAGE.

Section 8.1 Garage Parking and Storage; Allocation to Units. There are 109 parking spaces (16 of which are tandem) and 15 storage areas in the Condominium, which are identified by number in the Survey Map and Plans. The parking spaces and storage areas shall be assigned as a Limited Common Element to specific Units in Schedule D or by amendment to Schedule D signed only by the Declarant. The Declarant's right to assign unassigned parking spaces and storage areas shall terminate on the earlier of two years after it has conveyed all Units or five years after the date of recording this Declaration, at which time any unassigned parking spaces and storage areas shall become Common Elements subject to regulation by the Board. The Declarant also reserves the right to designate parking spaces and storage areas as Common Elements by amendment to Schedule D.

Section 8.2 Rental of Parking Spaces and Storage Areas. The Owner of a Unit may rent a parking space or storage area which is a Limited Common Element of that Unit to the occupant of another Unit in the Condominium, but such rental shall be subject to termination upon 15 days' notice. Rental of a parking space or storage area shall be terminated automatically and without notice upon the transfer of title of the Unit to which it is a Limited Common Element.

Section 8.3 Use of Parking Spaces and Garage. The parking spaces are to be used for the parking of currently licensed and operable passenger motor vehicles and may be used for parking trailers or recreational vehicles, or for other purposes only to the extent expressly allowed by rules and regulations adopted by the Board. Working on vehicles in the garage is prohibited. Until all Units have been sold, the Declarant shall have the right to control the use of any unassigned parking spaces, including the use of unassigned covered parking spaces for sales or marketing purposes; and, until construction of the Condominium is completed, the Declarant may use the garage for staging, storage, parking and other construction related purposes. The Board may direct that any vehicle or other thing improperly parked or kept in a parking space be removed at the risk and cost of the owner thereof. Owners of Commercial Units, tenants of Owners of the Commercial Units, and their employees are permitted to use any parking spaces assigned to the Unit. Customers, clients, guests, and/or licensees visiting a Commercial Unit for business purposes are not permitted to use the parking spaces assigned to the Unit. Certain parking spaces may have height restrictions due to structure or overhead equipment. Each Owner shall be responsible for determining that his or her motor vehicle will fit in the assigned parking space, and each Owner shall be liable for any damage caused to the air conditioning structure or equipment, any motor vehicle, parking space, and garage in connection with parking a motor vehicle in a parking space, and shall indemnify and hold harmless the Declarant and the Association for any such damage caused or suffered.

Article 9. PERMITTED USES; MAINTENANCE; CONVEYANCES.

Section 9.1 Residential Units; Timesharing Prohibited. The Residential Units are intended for and restricted to residential use, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use, including use as a home office that does not involve use by nonresident employees or regular visits by customers or clients, except as provided for Units owned by the Declarant in Article 10. Timesharing of Units, as defined in RCW 64.34, is prohibited.

Section 9.2 Commercial Units. The Commercial Units are intended for and restricted to use as retail sales, office and/or commercial use as permitted under applicable City of Seattle ordinances, except as provided below:

9.2.1 The Commercial Units shall not be used for conducting: full service restaurant (except that a coffee shop, bakery and/or delicatessen shall be permitted); food processing (except as used in conjunction with other permitted uses); manufacturing activities; medical laboratory; wholesale or retail sales of pornographic literature, photographs or movies; card room; dance hall, pool hall; video arcade or other similar form of amusement center; musical school or studio; adult motion picture theater; massage parlor; laundry; dry-cleaning, dyeing or rug cleaning plant; jail; hotel, apartment hotel and motel; package liquor store; taxidermy shop; retail pet shop or animal clinic; work release center; drug rehabilitation center or social service agency.

9.2.2 The delivery or shipment of merchandise, supplies, and fixtures to and from the Commercial Unit shall be accomplished in a manner that shall not unreasonably interfere with the quiet enjoyment or the security of the Residential Units; provided, however, it is understood there may be deliveries to the Commercial Unit outside of normal business hours.

9.2.3 The Owner of a Commercial Unit shall not allow or permit any continuing vibration ("Vibration") or any offensive or obnoxious and continuing noise ("Noise") or any offensive or obnoxious and continuing odor ("Odor") to emanate from the Unit into the Residential Units, nor shall the Owner allow or permit any machine or other installation therein to constitute a nuisance or otherwise to unreasonably interfere with the safety or comfort of any of the Owners of other Units. Upon the failure of the Owner of the Commercial Unit to remedy Vibration, Noise or Odor after Notice and Opportunity to be Heard, the Board may at its option either: (1) cure such condition at the Owner's cost and expense; or (2) pursue any other available legal or equitable remedy. Upon the failure of the Owner to remedy Odor after Notice and Opportunity to be Heard, the Board may at its option either: (1) attempt to resolve the matter by agreement with the Owner; or (2) submit the matter to arbitration by a panel of three independent arbitrators, in which case one arbitrator shall be chosen by the Board, the second arbitrator shall be chosen by the Owner, and the third arbitrator shall be chosen by the other two arbitrators. Construction, remodeling and maintenance of the Commercial Unit and activities reasonably necessary to accomplish the same shall not be deemed to be Vibration, Noise or Odor within the meaning of this subsection. Conditions in existence at the time of purchase of any Residential Unit shall not be deemed to be Vibration, Noise or Odor within the meaning of this subsection. The normal operation of a coffee shop, bakery and/or delicatessen shall not constitute a violation of this subsection.

9.2.4 The Owner of a Commercial Unit shall not use nor occupy the Unit nor do or permit anything to be done thereon in any manner which shall make it impossible for the Association to carry any insurance required or reasonably deemed to be necessary, or which will invalidate or unreasonably increase the cost thereof or which will cause structural injury to the building, or which would constitute a public or private nuisance or which will violate any laws, regulations, ordinances or requirements of the federal, state or local governments or of any other governmental authorities having jurisdictions over the property.

9.2.5 The Owner of a Commercial Unit shall bear the expenses relating to any changes in electrical, gas, water or other utility services necessitated by the use of the Unit.

9.2.6 The Commercial Units shall comply with all applicable ordinances.

Section 9.3 Leases of Units. No lease or rental of a Residential Unit may be for less than the entire Unit. The Owner of a Commercial Unit may lease all or any portion of

the Commercial Unit for any lawful purpose not prohibited by Section 9.2. All leases or rental agreements for Units shall provide that their terms shall be subject in all respects to the provisions of this Declaration and the Bylaws and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease or rental agreement under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. The Board may adopt a rule that requires any Owner desiring to rent a Residential Unit to have any prospective tenant (other than a relative of the Owner) screened, at the Owner's cost, by a tenant screening service designated or approved by the Board and to furnish the report of the tenant screening service to the Board or its designee prior to Owner's entering into a lease with the prospective tenant. All leases and rental agreements shall be in writing. Owners of Residential Units shall deliver to the Association copies of all leases and rental agreements for their Units before the tenancy commences. If any lessee or occupant of a Residential Unit violates or permits the violation by his guests and invitees of any provisions hereof or of the Bylaws or of the rules and regulations of the Association, and the Board determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Unit and the Owner thereof to forthwith cease such violations; and if the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice from the Board and an Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 16. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise rent his Unit.

Section 9.4 Maintenance of Units, Common Elements, and Limited Common Elements; Association Records. Except as provided below, the Association is responsible for maintenance, repair, and replacement of the Common Elements and the Limited Common Elements, and each Owner is responsible for maintenance, repair and replacement of the Owner's Unit. Costs shall be allocated to the Unit Owners pursuant to Section 15.6. Each Owner shall, at the Owner's sole expense, keep the interior of the Owner's Unit and its equipment, appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of the Unit. Each Owner shall keep the Limited Common Elements allocated to the Owner's Unit in a neat and clean condition in accordance with such rules and regulations as may be adopted by the Association. The Association shall be responsible for maintenance, repair and replacement of the decks and patios and any broken or damaged glass in the windows, glass doors or exterior

doors of the Unit, the cost of which shall be specially allocated to the Owner or Owners thereof. The Owners of Units 206 and 207 shall be responsible for the maintenance, repair and replacement of the Limited Common Element planter and any foliage or landscaping contained therein which is allocated to those Units in common pursuant to Schedule C. Each Owner shall be responsible for the maintenance, repair, or replacement of any plumbing, plumbing fixtures, wiring, electrical fixtures, water heater, air conditioning unit and equipment, fireplace, fans, heating or other equipment which serve only that Unit, whether or not located in the Unit. The Association may, as a Common Expense, provide for the inspection of any portion of a Unit or Limited Common Element, the failure of which to maintain properly may cause damage to the Common Elements, Limited Common Elements or another Unit or cause unnecessary Common Expenses, including, but not limited to, fireplace and flue, deck drains, bathtubs, sinks, toilets, air conditioning unit and equipment, and plumbing and electrical fixtures. The Association shall provide at least three days' notice to the occupant of the Unit and shall specify in the notice what items are to be inspected and a time for the inspection. If the inspection discloses the need for repair or replacement, the Association may either require the responsible Owner to make the repair or replacement or to make the repair or replacement itself and allocate the cost thereof to the Owner. The Association shall maintain complete records of all inspections, maintenance, repairs and replacements done by it or its agents or contractors with respect to the Common Elements, Limited Common Elements or Units.

Section 9.5 Exterior Appearance. In order to preserve a uniform exterior appearance of the buildings, the Board shall provide for the maintenance, repair, and replacement of the exterior of the buildings. No Owner may modify or decorate the exterior of a building, deck, screens, doors, windows, awnings, or other portions of any Unit visible from outside the Unit without the prior written consent of the Board or in accordance with rules or regulations of the Association. No solar panels, radio or television antennas, or other appliances may be installed on the exterior of the building without the prior written consent of the Board.

Section 9.6 Protected Antennas. Owners may not install antennas, dishes or other receiving devices in or on any portion of the Common Elements or Limited Common Elements, except as provided in this Section. Each Owner shall have the right to install a Protected Antenna (as defined by the provisions of 47 C.F.R. § 1.4000 ("FCC Rule") as it now exists or is hereafter amended or replaced, or any other federal, state or local law, code, rule or regulation that preempts, prohibits or limits restrictions on, or conditions to, the installation, maintenance or repair of telecommunications equipment desired by an Owner) (but no other kind of antenna, dish or receiving device) within a Limited Common Element area allocated to the Owner's Unit, subject to such reasonable rules and regulations as the Board may adopt; provided, however, the Association may prohibit the installation of a Protected Antenna by Owners if the Association provides a central antenna system that complies with the FCC Rule or any other law, ordinance, rule or regulation that permits such prohibition. If the provisions of this Section conflict with any applicable federal, state or local

law, ordinance, rule or regulation, the terms of such law, ordinance, rule or regulation shall prevail, but the conditions and limitations set forth in this Section shall be enforced to the maximum extent permitted by law.

Section 9.7 Effect on Insurance. Nothing shall be done or kept in any Unit or in any Common Element or Limited Common Element that will increase the rate of insurance on the property without the prior written consent of the Board. Nothing shall be done or kept in any Unit or in any Common Element or Limited Common Element that will result in the cancellation of insurance on any part of the property, or that would be in violation of any laws.

Section 9.8 Use or Alteration of Common Elements and Limited Common Elements. Use of the Common Elements and Limited Common Elements shall be subject to the provisions of this Declaration and the rules and regulations of the Board. Except as provided in this Declaration or in rules and regulations adopted by the Board, nothing shall be altered or constructed in or removed from any Common Element or Limited Common Element without the prior written consent of the Board. The Association shall have the right to establish standards for deck furniture and furnishings in the rules and regulations of the Association. In addition, the Association shall have the right to establish rules and regulations governing the use of grills on the decks, patios or the rooftop deck, including the right to prohibit the use of charcoal, gas and electric grills on the decks, patios or the rooftop deck.

Section 9.9 Signs. No sign of any kind shall be displayed to the public view on or from any Residential Unit, Limited Common Element, Common Element or sidewalk adjacent to the Condominium without the prior consent of the Board. The Board may erect, on the Common Elements, a master directory listing Units that are for sale or lease or may regulate the size and location of signs advertising Units for sale or lease. The Commercial Units may have signage for the tenants or other occupants of the Commercial Units in accordance with sign design criteria established by the Declarant and adopted by the Board as part of the rules and regulations of the Association (the "Sign Design Criteria"). The Sign Design Criteria may not be amended without the consent of all of the Owners of the Commercial Units. Any signage for Commercial Units not in compliance with the Sign Design Criteria shall be subject to the approval of the Board. This Section shall not apply to the Declarant who may post such signs on the property as it deems necessary or appropriate for the sale of Units in the Condominium as long as the Declarant has a Unit for sale.

Section 9.10 Pets. Domesticated cats and dogs (herein referred to as "pets") may be kept in Residential Units subject to rules and regulations adopted by the Board; provided that no Owner may keep more than two dogs, two cats or one dog and one cat in a Unit. Other domesticated and non-domesticated animals including but not limited to birds, reptiles, rodents, insects (whether as pets or food for animals) or "exotic animals" are not permitted in the Condominium except as expressly permitted by rules and regulations of the Association. The Board may prohibit dangerous breeds of dogs. Pets are not be allowed on any Common

Element or Limited Common Element unless they are on a leash or held and are being walked to or from the Unit to a public street or sidewalk. The Board may, after Notice and Opportunity to be Heard, at any time require the removal of any pet which it finds, in its sole discretion, is disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain. The Board's decision to require removal of a pet or other animal under this Section shall be final and shall not be subject to judicial review. The owner of any pet or other animal in the Condominium shall be responsible for any damage to person or property caused by the pet or other animal and shall indemnify and hold the Association and the Board harmless from any and all liability arising from or caused by the pet or other animal.

Section 9.11 Quiet Enjoyment. No Owner shall permit anything to be done or kept in the Owner's Unit, Limited Common Elements or Common Elements which would interfere with the right of quiet enjoyment of the other residents of the Condominium. In particular, sound system loudspeakers shall not be rigidly attached to the party wall with another Unit or to the ceilings, walls, shelves or cabinets in a Unit in a manner that will induce vibrations into the structure of the building.

Section 9.12 Trash Removal. Each Owner shall be responsible for removing all trash or garbage from the Unit and depositing it promptly in proper receptacles as designated by the Association in accordance with such rules and regulations as the Board may adopt.

Section 9.13 Offensive Activities Prohibited. No noxious or offensive activity shall be carried on in any Unit, Limited Common Element or Common Element, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners. Owners shall not permit any condition to exist that will induce, breed or harbor infectious plant diseases or noxious insects or vermin.

Section 9.14 Hazardous Substances. The Owner of each Unit shall not permit any Hazardous Substance to be generated, processed, stored, transported, handled or disposed of on, under, in or through the Owner's Unit or the Property; and each Owner shall indemnify, defend, and hold harmless the other Owner or Owners and the Association from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit or the Property by the Owner or the tenants or invitees of the Unit. As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste or material which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), or under any local or state rule or regulation. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being

released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities.

Section 9.15 Conveyance by Owners; Notice Required. The right of an Owner to convey a 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 convey a Unit shall deliver a written notice to the Board, at least two weeks before closing, specifying (a) the Unit being sold; (b) the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and (c) 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. 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 under Article 20 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy. At the time of the first conveyance of each Unit, every Mortgage, lien or other encumbrance affecting that Unit and any other Unit or Units or real property, other than the percentage of undivided interest of that Unit in the Common Elements, shall be paid and satisfied of record, or the Unit being conveyed and its undivided interest in the Common Elements shall be released therefrom by partial release duly recorded or the purchaser of that Unit shall receive title insurance from a licensed title insurance company against such Mortgage, lien or other encumbrance.

Article 10. DEVELOPMENT RIGHTS; SPECIAL DECLARANT RIGHTS.

Section 10.1 Development Rights. The Declarant reserves the Development Right to create storage areas in the approximate locations shown on the Survey Map and Plans and to assign parking spaces and storage areas to Units as Limited Common Elements pursuant to Section 8.1. The Declarant's right to create storage areas and assign parking spaces and storage areas shall terminate on the earlier of two years after the last conveyance of a Unit by the Declarant or five years after the date of recording this Declaration.

Section 10.2 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights so long as the Declarant owns a Unit: (a) to complete improvements to the Condominium; (b) to maintain sales offices, management offices, interior and exterior signs advertising the Condominium, and models in Units which are not occupied and are for sale by the Declarant, in Units owned by the Declarant, and in the Common Elements of the Condominium; (c) to conduct sales events and other activities relating to the marketing of Units in the Common Elements of the Condominium; (d) to maintain model units in Units owned or leased by the Declarant, (e) to use easements through the Common Elements for the

purpose of making improvements within the Condominium; and (f) to elect, appoint or remove any officer of the Association or any member of the Board during the period of Declarant Control as provided by Article 13.

Section 10.3 Declarant Inspections and Repairs. Until December 31, 2011, the Declarant shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Condominium in order to ascertain the physical condition of the improvements in the Condominium and to determine whether maintenance, repairs or replacements of any such improvements are indicated. The Declarant shall pay all costs of such inspections and tests made pursuant to this Section, shall have the right to make such repairs at it deems appropriate, shall restore the affected portion of the property to its condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom. The Declarant shall have such rights of entry on, over, under, across and through the property as may be reasonably necessary to exercise the rights described in this Section. The Declarant shall provide reasonable advance notice to the Association of the inspections and repairs, shall permit representative of the Association to be present during the inspections and repairs and shall provide the Association copies of the inspection reports.

Section 10.4 Declarant Right to Attend Association Meetings and Receive Minutes and Notices. Until December 31, 2011, (a) the Declarant shall have the right to attend all meetings of the Board and the Association; (b) the Association shall send the Declarant notices of such meetings at the same time notices are given to the members of the Board or the Association, as the case may be, and copies of minutes of all meetings of the Board and the Association; and (c) the Declarant shall have the right to inspect the book and records of the Association as further provided in Section 12.7. Notices and minutes shall be given to the Declarant in writing to the Declarant at the address specified in Section 12.5 or in such other manner as the Declarant shall specify.

Section 10.5 Transfer. The rights described in this Article shall not be transferred except by instrument evidencing the transfer executed by the Declarant or the Declarant's successor and the transferee and recorded in the county in which the Condominium is located. The rights and liabilities of the parties involved in such a transfer and of all persons who succeed to any Special Declarant Right are set out in RCW 64.34.316.

Article 11. ENTRY FOR REPAIRS OR MAINTENANCE.

The Association and its agents or employees may enter any Unit and the Limited Common Elements allocated thereto to effect repairs, improvements, replacements, maintenance or sanitation work deemed by the Board to be necessary in the performance of its duties, to do necessary work that the Owner has failed to perform, or to prevent damage to the Common Elements, the Limited Common Elements or to another Unit. Except in cases of great emergency that preclude advance notice, the Board shall cause the Unit occupant to be

given Notice and an Opportunity to be Heard at least three days in advance of entry. Such entry shall be made with as little inconvenience to the Owners and occupants as practicable. The Board may levy a special Assessment against the Owner of the Unit for all or part of the cost of work that the Owner has failed to perform which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 16. The Board may require Owners and tenants to furnish duplicate keys to their Units to the Board or the Board's designated agent. Owners shall not change entry locks without prior notice to the Board and furnishing of keys for new locks, if required.

Article 12. OWNERS ASSOCIATION.

Section 12.1 Form of Association. The Owners of Units shall constitute an owners association to be known as dwell ROOSEVELT Owners Association. The Association shall be organized as a nonprofit corporation, no later than the date the first Unit in the Condominium is conveyed. It will be governed by the Board the number of members of which shall be specified in the Bylaws. The rights and duties of the Board and of the Association shall be governed by the provisions of the Condominium Act, this Declaration and the Bylaws.

Section 12.2 Bylaws. The Board will adopt Bylaws to supplement this Declaration and to provide for the administration of the Association and the property and for other purposes not inconsistent with the Condominium Act or this Declaration. The Bylaws shall provide, among other things, that the Owners of Commercial Units shall have the right to elect one person to the Board at all times.

Section 12.3 Qualification and Transfer. Each Owner of a Unit (including the Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit owned, which membership shall be considered appurtenant to that member's Unit. Ownership of a Unit shall be the sole qualification for membership in the Association. A membership shall not be transferred in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. 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 to the new Owner.

Section 12.4 Powers of the Association. In addition to those actions authorized elsewhere in this Declaration, the Association shall have the power to:

- 12.4.1 Adopt and amend the Bylaws and the rules and regulations;

12.4.2 Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses and Specially Allocated Expenses from Owners;

12.4.3 Hire and discharge or contract with Managing Agents and other employees, agents, and independent contractors;

12.4.4 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium; provided, however, that the approval of Owners holding at least 67% of the votes in the Association shall be required before the Association may institute, commence or intervene in any litigation or administrative proceeding, including arbitration, other than litigation or other proceedings against Owners for collection of delinquent Assessments or for enforcement of this Declaration or rules and regulations of the Association; but Owner approval shall not be required for settlement of such litigation or administrative proceedings;

12.4.5 Make contracts and incur liabilities;

12.4.6 Regulate the use, maintenance, repair, replacement, and modification of Common Elements and Limited Common Elements;

12.4.7 Cause additional improvements to be made as a part of the Common Elements and Limited Common Elements;

12.4.8 Maintain the landscaping within the public right-of-way adjacent to the Condominium;

12.4.9 Acquire, hold, encumber, convey, and dispose of, in the Association's name, right, title, or interest to real or tangible and intangible personal property, and arrange for and supervise any addition or improvement to the Condominium; provided that:

12.4.9.1 If the estimated cost of any separate property acquisition or addition or improvement to the Condominium exceeds \$10,000, the approval of the Owners holding a majority of the votes in the Association shall be required; and

12.4.9.2 The beneficial interest in any property acquired by the Association pursuant to this Section shall be owned by the Owners in the same proportion as their respective interests in the Common Elements and shall thereafter be held, sold, leased, mortgaged or otherwise dealt with as the Board shall determine;

12.4.10 Grant easements, leases, licenses, and concessions through or over the Common Elements and Residential Limited Common Elements and petition for or consent to the vacation of streets and alleys;

12.4.11 Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements and Residential Limited Common Elements and for services provided to Owners;

12.4.12 Impose and collect reasonable fees relating to conveyance or change in occupancy of the Units, such as move-in/move-out fees and transfer fees;

12.4.13 Acquire and pay for all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Condominium;

12.4.14 Impose and collect charges for late payment of Assessments as further provided in Article 16 and, after Notice and an Opportunity to be Heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in this Declaration, the Bylaws, or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of this Declaration, the Bylaws, and rules and regulations of the Association;

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

12.4.16 Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

12.4.17 Assign its right to future income, including the right to receive Assessments;

12.4.18 Provide or pay as a Common Expense, except upon the election of the Board to provide or pay such utility as a Specially Allocated Expense as set forth in Section 15.6, the following utility services to Units: water, sewer and garbage removal;

12.4.19 Provide or pay upon the election of the Board as provided in Section 15.6, any of the following utility services as a Specially Allocated Expense: water, sewer, and garbage removal;

12.4.20 Exercise any other powers conferred by this Declaration or the Bylaws;

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

12.4.22 Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 12.5 Association Annual Inspections. At least annually, the Association shall have the Condominium inspected by a qualified engineer or architect (the "Inspector") in order to ascertain the physical condition of the improvements in the Condominium and to determine whether maintenance, repairs or replacements of any such improvements are indicated. The inspection shall cover, at a minimum, the building envelope, including the roof, decks, balconies, patios, terraces, windows and doors, elevator, plumbing lines, storm and sanitary sewer lines and other building systems. Promptly after completion of the inspection, the Inspector shall prepare a written report of the inspection for the Board. Until December 31, 2011, the Association shall provide reasonable advance notice to the Declarant of when the inspections will occur, shall permit representative of the Declarant to be present during the inspections and shall provide the Declarant with copies of the inspection reports. Notices and inspection reports shall be provided to the Declarant at the following address:

1026 NE 65th LLC
2801 Alaskan Way, Suite 107
Seattle, Washington 98121

or to such other address or by such other means as the Declarant may by notice to the Association designate. If the Declarant has furnished an inspection report to the Association pursuant to Section 10.3, the Association use that report as the report required by this Section.

Section 12.6 Financial Statements and Records. The Association shall keep financial records in accordance with accrual based accounting principles and in sufficient detail to enable the Association to comply with the resale certificate requirements set forth in RCW 64.34.425. All financial and other records shall be made reasonably available for examination by any Unit Owner and the Owner's authorized agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with accrual based or generally accepted accounting principles. The annual financial statement shall be audited at least annually by a certified public accountant who is not a member of the Board or an Owner and shall be completed within 120 days following the end of the fiscal year. Any Mortgagee shall, upon request, be entitled to receive a copy of the annual financial statement within a reasonable time. The Board, or persons having 35% of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting. An Owner, at the Owner's expense, may at any reasonable time conduct an audit of the books of the Board and Association.

Section 12.7 Inspection of Condominium Documents, Books and Records. The Association shall make available to Owners, Mortgagees, prospective purchasers and their prospective Mortgagees, the Declarant and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, and other books, records, and financial statements of the Association. "Available" shall mean available for inspection upon request, during normal business hours or

under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

Article 13. DECLARANT CONTROL PERIOD.

Section 13.1 Declarant Control Until Transition Date. Until the Transition Date, the Declarant shall have the right to appoint and remove all members of the Board; provided that (1) not later than 60 days after Units to which 25 percent of the votes in the Association are allocated are conveyed to Owners other than the Declarant, at least one member and not less than 25 percent of the members of the Board must be elected by Owners other than the Declarant; and (2) not later than sixty days after Units to which 50 percent of the votes in the Association are allocated are conveyed to Owners other than the Declarant, not less than one-third of the members of the Board must be elected by Owners other than the Declarant.

Section 13.2 Transition Date. Declarant Control of the Association shall terminate on the Transition Date. The Transition Date shall be no later than the earlier of: (a) 60 days after conveyance of 75 percent of the Residential Units to Owners other than the Declarant; (b) three years after the first conveyance of a Unit; (c) two years after last conveyance of a Unit; or (d) the date on which the Declarant records an amendment to this Declaration pursuant to which the Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board. If the Declarant voluntarily surrenders control pursuant to (d) above, the Declarant may require that for the duration of the period of Declarant Control, specified actions of the Association or the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 13.3 Declarant's Transfer of Association Control. Within 60 days after the Transition Date, the Declarant shall deliver to the Association or to the Managing Agent all property of the Owners and of the Association held or controlled by the Declarant including, but not limited to, the following:

13.3.1 The original or a photocopy of the recorded Declaration and each amendment to this Declaration;

13.3.2 The certificate of incorporation and a copy or duplicate original of the Articles as filed with the secretary of state;

13.3.3 The Bylaws;

13.3.4 The minute books, including all minutes and other books and records of the Association;

13.3.5 Any rules and regulations that have been adopted;

13.3.6 Resignations of officers and members of the Board who are required to resign because the Declarant is required to relinquish control of the Association;

13.3.7 The financial records, including cancelled checks, bank statements, and financial statements of the Association, and source documents from the time of incorporation of the Association through the date of transfer or control to the Owners;

13.3.8 Association funds or the control of the funds of the Association;

13.3.9 All tangible personal property of the Association, represented by the Declarant to be the property of the Association and inventory of the property;

13.3.10 Except for alterations to a Unit done by a Unit Owner other than the Declarant, the copy of the Declarant's plans and specifications utilized in the construction or remodeling of the Condominium, with a certificate of the Declarant or a licensed architect or engineer that the plans and specifications represent, to the best of such person's knowledge and belief, the actual plans and specifications utilized by the Declarant in the construction or remodeling of the Condominium;

13.3.11 Insurance policies or copies thereof for the Condominium and the Association;

13.3.12 Copies of any certificates of occupancy that may have been issued for the Condominium;

13.3.13 Any other permits issued by governmental bodies applicable to the Condominium in force on the Transition Date;

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

13.3.15 A roster of Unit Owners and Eligible Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records and the date of closing of the first sale of each Unit sold by the Declarant;

13.3.16 Any leases of the Common Elements or Limited Common Elements and other leases to which the Association is a party;

13.3.17 Any employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or

the Unit Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the services; and

13.3.18 All other contracts to which the Association is a party.

Section 13.4 Audit of Records Upon Transfer. Upon termination of the period of Declarant Control, the records of the Association shall be audited as of the date of transfer by an independent certified public accountant in accordance with generally accepted auditing standards unless the Owners, other than the Declarant, by two-thirds vote, elect to waive the audit. The costs of the audit shall be a Common Expense and shall be completed within 120 days after the Transition Date. A copy of the audit, if done, shall be given to the Declarant immediately upon completion.

Section 13.5 Termination of Contracts and Leases Made By the Declarant. If entered into before the Board elected pursuant to Section 14.1 takes office, (1) any management contract, employment contract, or lease of recreational or parking areas or facilities or (2) any other contract or lease between the Association and the Declarant or an affiliate of the Declarant, as defined by RCW 64.34.020(1), may be terminated without penalty by the Association at any time after the Board elected pursuant to Section 14.1 takes office upon not less than 90 days' notice to the other party or within such less 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 14. THE BOARD.

Section 14.1 Selection of the Board. Prior to the Transition Date, election or appointment of members of the Board shall be governed by Section 13.1. Within 30 days after the Transition Date, the Owners shall elect a Board, a majority of whom must be Unit Owners. The number of Board members and their terms of services shall be specified in the Bylaws. The Board shall elect officers in accordance with the procedures provided in the Bylaws. The Commercial Units shall have the right to elect one member of the Board as specified in the Bylaws. The members of the Board and officers shall take office upon election. Removal of Board members, and their terms of service shall be as provided in the Bylaws.

Section 14.2 Powers of the Board. Except as provided in this Declaration, the Bylaws or the Condominium Act, the Board shall at all times act on behalf of the Association. The Board may exercise all powers of the Association, except as otherwise provided in the Condominium Act, Declaration or the Bylaws.

Section 14.3 Managing Agent. The Board shall contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Condominium and may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein. Termination of professional management and assumption of self-management by the Association shall be subject to the provisions of Section 25.2. Any contract with a Managing Agent shall have a term no longer than one year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (1) for cause, on 30 days' written notice, or (2) without cause, on not more than 90 days' written notice.

Section 14.4 Limitations on Board Authority. The Board shall not act on behalf of the Association to amend this Declaration in any manner that requires the vote or approval of the Unit Owners or Eligible Mortgagees pursuant to Article 25, to terminate the Condominium pursuant to Article 26, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board. The Board may, in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

Section 14.5 Right to Notice and Opportunity to Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Article 15. BUDGET AND ASSESSMENTS.

Section 15.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

Section 15.2 Preparation of Budget. Not less than 30 days before the end of the fiscal year the Board shall prepare a budget for the Association for the coming year. In preparing its budget the Board shall estimate the Common Expenses and Specially Allocated Expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, including amounts reasonably anticipated to be required for the operation, maintenance, repair, and replacement of the Common Elements and the Limited

Common Elements, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. The Declarant shall prepare the initial budget for the first fiscal year of the Association.

Section 15.3 Ratification of Budget. Within 30 days after adoption of any proposed budget for the Condominium after the Transition Date, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than 14 nor more than 60 days after mailing of the summary. Unless at that meeting the Owners 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.

Section 15.4 Supplemental Budget. If during the year the budget proves to be inadequate for any reason, including nonpayment of any Owner's Assessments, the Board may prepare a supplemental budget for the remainder of the year. A supplemental budget shall be subject to ratification by the Owners pursuant to Section 15.3.

Section 15.5 Monthly Assessments. The amounts required by the Association for Common Expenses and Specially Allocated Expenses as reflected by the annual budget and any supplemental budgets shall be divided into installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly Assessment for each Unit is the total of (a) the Common Expense Liability of that Unit times the total monthly installment for Common Expenses for all Units; and (b) any Specially Allocated Expenses for the Unit. Monthly Assessments begin accruing for all Units upon the closing of the sale of the first Unit by the Declarant; provided that the Declarant may delay the commencement of Assessments for Common Expenses and pay all actual Common Expenses (but no allocations to reserves). Until commencement of Assessments, the Declarant may allocate utility costs paid by the Association only to those Units which have been conveyed or are occupied.

Section 15.6 Specially Allocated Expenses. The following costs of the Association shall be specially allocated to Units based on usage or benefit:

15.6.1 All costs of operation, utilities, maintenance, repair and replacement of Residential Limited Common Elements (to the extent reasonably ascertainable), shall be specially allocated to the Residential Units in proportion to their Common Expense Liability.

15.6.2 All costs of repair or replacement of damaged or broken glass in the windows or doors of the Units shall be borne by or specially allocated to the Unit Owner.

15.6.3 All costs of washing exterior windows of the building, except the windows of the Commercial Units, shall be specially allocated to the Residential Units in proportion to their Common Expense Liability.

15.6.4 The Sewer Capacity Charge due with respect to the Residential Units shall be specially allocated to Residential Units in proportion to their Common Expense Liability and any Sewer Capacity Charge due with respect to the Commercial Units shall be paid directly by the Owners (or tenants) of those Units or assessed against those Units on the same basis as it is charged by King County. Any other assessments or charges imposed by a governmental authority on the Association or paid by the Association, such as business improvement area assessments, shall be specially assessed to the Units on the same basis as the assessments or charges are levied by the governmental authority.

15.6.5 After Notice and an Opportunity to be Heard, the Board may determine to install submeters for the water serving the Commercial Units (which cost of installation, if any, shall be borne by the Association as a Common Expense), and water and sewer shall cease to be a Common Expense and shall be specially allocated to each Commercial Unit, and the cost of water and sewer for the Residential Units shall be specially allocated among the Residential Units in proportion to their Common Expense Liability.

15.6.6 After Notice and an Opportunity to be Heard, the Board may determine to require the Commercial Units to separately contract with the utility provider for garage removal, and garbage removal shall cease to be a Common Expense and shall be paid by the Commercial Units directly to the utility provider, and the cost of garbage removal for the Residential Units shall be allocated among the Residential Units in proportion to their Common Expense Liability.

Section 15.7 Contribution to Initial Working Capital; Other Initial Assessments and Deposits. In connection with the closing of the sale of each Unit, the first purchaser thereof shall pay to the Association, as a nonrefundable contribution to an initial working capital fund, an amount equal to two times the initial monthly Assessment (including reserves) against the Unit, which amount shall not be considered as an advance payment of regular Assessments. The Declarant shall not use any of the working capital fund to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits prior to the Transition Date. On the Transition Date, the Declarant shall make such payments or deposits for any Units remaining unsold on that date and shall be entitled to be reimbursed the amount so paid as each such Unit is conveyed. The Association may require security deposits for utilities paid through the Association and charged based on usage.

Section 15.8 Special Assessments. For those Common Expenses or Specially Allocated Expenses which cannot reasonably be calculated and paid on a monthly basis, the Board may levy special Assessments for such expenses against the Units, subject to ratification by the Owners pursuant to Section 15.3. To the extent that any Common Expense

or Specially Allocated Expense is caused by the misconduct of an Owner or tenant of any Unit, the Association may, after Notice and Opportunity to be Heard, levy a special Assessment for the expense against the Unit. To the extent that the Board, in its sole discretion, determines that the Association's costs for garbage removal have been substantially increased by the garbage generated by any one of the Commercial Units, the Board may specially assess the increased costs to the Commercial Units, to be allocated in proportion to their Common Expense Liability.

Section 15.9 Creation of Reserves; Assessments. The Board shall create reserve accounts for anticipated expenses for repairs and replacement to the Common Elements and Limited Common Elements which will occur in the future in order to accumulate sufficient funds to pay such expenses when they occur. The operation of reserve accounts and Assessments for reserve accounts shall be further governed by the Bylaws.

Section 15.10 Notice of Assessments. The Board shall notify each Owner in writing of the amount of the monthly general and special Assessments to be paid for the Owner's Unit and shall furnish copies of all budgets and the Common Expense Liability of the Unit on which the general and special Assessments are based. The Board shall furnish the same information to an Owner's Mortgagee if so requested.

Section 15.11 Payment of Monthly Assessments. On or before the first day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit for that month. Any Assessment not paid by the fifteenth day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges and collection procedures as provided in Article 16.

Section 15.12 Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Condominium shall belong to the Association.

Section 15.13 Failure to Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent year, and the monthly Assessments amounts established for the preceding year shall continue until new Assessments are established.

Section 15.14 Reconciliation of Assessments to Actual Income and Expenses. The Association shall establish and maintain its accounts and records in such a manner that will enable it to credit Assessments for Common Expenses and Specially Allocated Expenses, including allocations to reserves, and income to the Association to the account of the appropriate Units and make its expenditures from the appropriate accounts. In order that the Unit Owners are correctly assessed for the actual expenses of the Association, the accounts of the Association shall be reconciled at least annually, unless the Board determines that a

reconciliation would not result in a material savings to any Unit Owner; and any surpluses (or deficits) in the accounts shall be credited to the benefit of or paid to (or charged to the account of or assessed against) the Owners of the Units who paid the surplus (or owe the deficit).

Section 15.15 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee of a Unit, the Board will furnish a certificate stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and Mortgagees of the Unit who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

Section 15.16 Recalculation of Assessments. If Common Expense Liabilities are reallocated, Assessments, special Assessments, and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities.

Article 16. LIEN AND COLLECTION OF ASSESSMENTS.

Section 16.1 Assessments Are a Lien; Priority. The Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due. A lien under this Article shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of this Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent, EXCEPT to the extent of Assessments for Common Expenses excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 15 which would have become due during the six months immediately preceding the date of a 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 of a Mortgage, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract; PROVIDED that 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 months if and to the extent that such lien priority includes any delinquencies which relate to a period after such Mortgagee becomes an Eligible Mortgagee or has given such notice and before the Association gives such Mortgagee a written notice of the delinquency; and (c) liens for real property taxes and other governmental assessments or charges against the Unit. Recording of this Declaration constitutes record notice and perfection of the lien for Assessments; however, the Association may record a notice of claim of lien for Assessments in the real property records of the county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to above.

Section 16.2 Lien May be Foreclosed; Judicial Foreclosure. The lien arising under this Article may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12, or nonjudicially in the manner set forth in Section 16.3. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure. Except as provided in the exception to (b) in Section 16.1, the holder of a Mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through foreclosure shall not be liable for any 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 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.

Section 16.3 Nonjudicial Foreclosure. A lien arising under this Article may be foreclosed nonjudicially in the manner set forth in RCW 61.24 for nonjudicial foreclosure deeds of trust. For the purpose of preserving the Association's nonjudicial foreclosure option, this Declaration shall be considered to create a grant of each Unit in trust to Chicago Title Insurance Company or its successors or assigns ("Trustee"), to secure the obligations of each Unit Owner ("Grantor") to the Association ("Beneficiary") for the payment of Assessments. Grantor shall retain the right to possession of Grantor's Unit so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have a power of sale with respect to each Unit, which becomes operative in the case of a default in a Grantor's obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes. If the Association forecloses its lien nonjudicially pursuant to this Section, it shall not be entitled to the lien priority over Mortgages provided in exception (b) of Section 16.1.

Section 16.4 Receiver During Foreclosure. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rent is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental Units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this Section, and a receiver shall not be appointed less than 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.

Section 16.5 Assessments Are Personal Obligation. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges provided in this Article, shall be the personal obligation of the Owner of the Unit when the Assessments are made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 16.6 Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

Section 16.7 Joint and Several 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 grantor 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 waving the lien securing such sums.

Section 16.8 Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and/or 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.

Section 16.9 Recovery of Attorneys' Fees and Costs. The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

Section 16.10 Security Deposit. An Owner who has been delinquent in paying his monthly Assessments for three of the five preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three months' estimated monthly Assessments, which shall be collected and shall be subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is ten days or more delinquent in paying Assessments. If used to cover delinquent Assessments, the Owner shall promptly restore the security deposit.

Section 16.11 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Article 17. ENFORCEMENT OF DECLARATION, BYLAWS AND RULES AND REGULATIONS.

Section 17.1 Rights of Action. Each Owner, the Board and the Association shall comply strictly with this Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and the decisions of the Board. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, damages, and for injunctive relief, or any or all of them, maintainable by the Board on behalf of the Association or by an Owner.

Section 17.2 Failure of Board to Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board. This Article also extends to the Declarant.

Section 17.3 Board Enforcement. The Board has the authority to enforce this Declaration and the Bylaws and rules and regulations of the Condominium by imposing the remedies provided herein. After repeated violations of the Declaration, Bylaws, or rules and regulations by an Owner and after an Owner's Right to Notice and Opportunity to be Heard, the Board shall have the authority to file an action for damages and for injunctive relief, including in a proper case, removal of the Owner from the Owner's Unit and the authority to pursue any and all remedies available in law or equity.

Article 18. TORT AND CONTRACT LIABILITY.

Section 18.1 Declarant Liability. Neither the Association nor any Owner except the Declarant is liable for the Declarant's torts in connection with any part of the Condominium which the Declarant has the responsibility to maintain. Otherwise, an action alleging a wrong done by the Association must be brought against the Association and not against any Owner or any officer or director of the Association. If the wrong by the Association occurred during any period of Declarant Control and the Association gives the Declarant reasonable notice of and an opportunity to defend against the action, the Declarant who then controlled the Association is liable to the Association or to any Owner: (1) for all tort losses not covered by insurance suffered by the Association or that Owner; and (2) for all costs which the

Association would not have incurred but for a breach of contract or other wrongful act or omission by the Association. If the Declarant does not defend the action and is determined to be liable to the Association under this Section, the Declarant is also liable for all litigation expenses, including reasonable attorneys' fees, incurred by the Association in such defense. Any statute of limitations affecting the Association's right of action under this Section is tolled until the period of Declarant Control terminates. An Owner is not precluded from bringing an action contemplated by this Section because he or she is a Unit Owner or a member or officer of the Association.

Section 18.2 Limitation of Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Board, neither the Association, the Board, the Managing Agent, nor the Declarant shall be liable for: the 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, water, rain, dust, or sand which may leak or flow from outside or from any parts of the building, or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

Section 18.3 No Personal Liability. So long as a Board member, or Association committee member, or Association officer, or the Declarant or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person; provided, that this Section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board.

Article 19. INDEMNIFICATION.

Each Board member, Association committee member, Association officer, the Declarant and the Managing Agent shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, including appeals of such proceedings, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of such person's duties; provided, that in the event of a settlement, the indemnification shall apply only when the

Board approves such settlement and reimbursement as being for the best interests of the Association.

Article 20. INSURANCE.

Section 20.1 General Requirements. Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) property insurance; (b) commercial general liability insurance; (c) fidelity insurance; (d) worker's compensation insurance to the extent required by applicable laws; (e) directors and officers liability insurance; and (f) such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington, and meet the specific requirements of FNMA, FHLMC, HUD and VA, so long as any of them is a Mortgagee or Owner of a Unit, regarding the qualifications of insurance carriers. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect property, liability and fidelity insurance that meets the insurance requirements for condominium projects established by FNMA, FHLMC, HUD and VA, so long as any of them is a Mortgagee or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by them. All such insurance policies shall provide that coverage may not be cancelled or substantially reduced without at least 45 days' prior written notice (10 days for cancellation for nonpayment of premium) to the Association as the first named insured therein.

Section 20.2 Property Insurance; Deductible; Residential Unit Improvements. The property insurance shall, at the minimum and subject to such reasonable deductible as the Board may determine, provide all risk or special cause of loss coverage in an amount equal to the full replacement cost of the Common Elements, the Units, the interior partitions, equipment, fixtures, betterments and improvements in or serving the Residential Units installed by the Declarant or by Unit Owners intended as a permanent part of the Unit and personal property of the Association with an "Agreed Amount Endorsement" or equivalent endorsement and, if required by FNMA or FHLMC, construction code endorsements, such as a "Demolition Cost Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement," an "Increased Cost of Construction Endorsement," and such other endorsements as FNMA or FHLMC deems necessary and are available. The equipment, fixtures, improvements in each Commercial Unit, whether installed by the Declarant, the Unit Owners, tenants or others, shall not be covered by the Association's policy but shall be covered by an insurance policy or policies obtained by or for the benefit of the Owner of the Commercial Unit. The Association's policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. The policy may, in the discretion of the Board, cover loss due to earthquake. The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may

appear. Each Owner and the Owner's Mortgagee, if any, shall be beneficiaries of the policy in accordance with the interest in the Common Elements appertaining to the Owner's Unit. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. Up to the amount of the deductible under the Association's policy (if applicable), each Owner of a Unit shall be responsible for (a) damage to or loss within the Owner's Unit of equipment for which the Owner is responsible under Section 9.4; (b) damage to another Unit or to the Common Elements resulting from the negligence or misconduct of the Unit Owner or tenant of the Owner's Unit; or (c) damage resulting from faulty or leaking plumbing fixtures or pipes, hot water tanks, sinks, bathtubs, toilets, dishwashers, washers, including any connecting hoses or drains in or serving only the Owner's Unit. Each Owner of a Residential Unit shall promptly advise the Association in writing of any betterment or improvement intended as a permanent part of the Unit costing \$5,000 or more.

Section 20.3 Commercial General Liability Insurance. The liability insurance coverage shall insure the Board, the Association, the Owners, the Declarant, and the Managing Agent, and cover all of the Common Elements in the Condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Common Elements, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$2,000,000 combined single limit for bodily injury and property damage per occurrence and \$4,000,000 general aggregate.

Section 20.4 Insurance Trustee; Power of Attorney. The named insured under the policies referred to in Section 20.2 and Section 20.3 shall be the Association, as trustee for each of the Owners in accordance with their respective interests in the Common Elements. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to the provisions of Section 20.8, 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. Each Owner appoints the Association, or any insurance trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes.

Section 20.5 Additional Policy Provisions. The insurance obtained pursuant to Section 20.2 and Section 20.3 shall contain the following provisions and limitations:

20.5.1 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.

20.5.2 Such policies shall not provide for contribution by or assessment against Mortgagees or become a lien on the property superior to the lien of a first Mortgage.

20.5.3 If, at the time of the loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

20.5.4 Coverage shall not be prejudiced by (a) any act, omission or neglect of the Owners of Units when such act or neglect is not within the scope of the Owner's authority on behalf of the Association, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

20.5.5 A waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Unit, and/or their respective agents, members of the Owner's household, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

20.5.6 A standard mortgagee clause which shall:

20.5.6.1 Provide that any reference to a mortgagee in the policy shall mean and include all Mortgagees of any Unit or Unit lease or sublease in their respective order of preference, whether or not named therein;

20.5.6.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Owners or any persons under any of them;

20.5.6.3 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; and

20.5.6.4 Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Association or the insurance trustee.

Section 20.6 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other persons who handle or are responsible for handling funds of or administered by, the Association. The Managing Agent shall maintain fidelity insurance for its officers, employees, and agents who handle or who are responsible for handling funds of, or funds administered by the Association. All such fidelity insurance shall name the Association as an obligee and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the Association at any time during the term of each policy, but, in no event, shall the aggregate amount of insurance be less than three months' aggregate Assessments. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 20.7 Owners' Individual Insurance. An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit. The Owner of each Commercial Unit is responsible for obtaining property or casualty insurance for all equipment, fixtures, and improvements within the Owner's Unit or serving only that Unit.

Section 20.8 Use of Insurance Proceeds. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Association pursuant to Article 21 unless: (a) the Condominium is terminated; (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (c) Owners holding at least 80% of the votes in the Association, including every Owner of a Unit or Limited Common Element which will not be rebuilt, and Owners other than the Declarant holding at least 80% the votes in the Association excluding votes held by the Declarant vote not to rebuild. The cost of repair or replacement in excess of the deductible, insurance proceeds and reserves is a Common Expense; provided, however, the cost of repair or replacement of the equipment, fixtures, improvements within each Commercial Unit or serving only that Commercial Unit shall be the responsibility of the Owner of that Unit. The Owner of each Residential Unit shall be responsible for the amount of the deductible applicable to damage or loss within the Owner's Unit. If all of the damaged or destroyed portions of the Condominium are not repaired or replaced: (i) 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; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt 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 (iii) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Interest in Common Elements of each Unit. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 22, and the Association promptly shall prepare, execute,

and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, Article 26 governs the distribution of insurance proceeds if the Condominium is terminated.

Article 21. DAMAGE AND REPAIR OR DAMAGE TO PROPERTY.

Section 21.1 Initial Board Determination. In the event of damage to any Common Element or to any portion of a Unit or its Limited Common Elements, equipment or appliances covered by the Association's insurance policy, the Board shall promptly (but not later than 60 days after the date of damage) make the following determinations with respect thereto, employing such advice as the Board deems advisable:

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

21.1.2 A reasonably reliable estimate of the cost to repair the damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

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

21.1.4 The amount of the deductible to be paid by a Unit Owner with respect to damage or loss within the Owner's Unit.

21.1.5 The amount of available reserves or other Association funds, although the Board is not required to use any reserves or other Association funds.

21.1.6 The amount, if any, by which the estimated cost of repair exceeds the portion of the deductible to be paid by a Unit Owner, expected insurance proceeds and available reserves or other Association funds, and the amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense and assessed against all the Units in proportion to their Common Expense Liabilities.

Section 21.2 Notice of Damage. The Board shall promptly, and in all events within 60 days after the date of damage, file a proof of loss statement with the insurance company if the loss is covered by insurance and abide by all terms and conditions of its insurance policies, unless the Board determines it would not be in the best interest of the Association to file a proof of loss. The Board shall then provide each Owner with a written notice describing the damage and summarizing the initial Board determinations made under Section 21.1. If the damage affects a material portion of the Condominium, the Board shall also send the notice to each Mortgagee; and if the damage affects a Unit, the Board shall send the notice to the Mortgagee of that Unit. If the Board fails to do so within the 60-day period, any Owner or

Mortgagee may make the determinations required under Section 21.1 and give the notice required under this Section.

Section 21.3 Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Article:

21.3.1 Damage shall mean all kinds of damage, whether of slight degree or total destruction.

21.3.2 Substantial Damage shall mean that in the judgment of the Board the estimated Assessment determined under Subsection 21.1.6 for any one Unit exceed ten percent of the full, fair market value of the Unit before the damage occurred, as determined by the then current assessment for the purpose of real estate taxation.

21.3.3 Repair shall mean restoring the improvements to substantially the condition they were in before they were damaged, with each Unit and the Common Elements and the Limited Common Elements and having substantially the same boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

21.3.4 Emergency Work shall mean work that the Board deems reasonably necessary to avoid further damage or substantial diminution in value to the improvements and to protect the Owners from liability from the condition of the site.

Section 21.4 Execution of Repairs.

21.4.1 The Board shall promptly repair the damage and use the available insurance proceeds therefor as provided in Section 20.8. If the cost of repair exceeds the amount of the deductible to be paid by a Unit Owner, expected insurance proceeds and available reserves or other Association funds, the Board shall impose Assessments against all Units in proportion to their Common Expense Liabilities in an aggregate amount sufficient to pay the excess costs.

21.4.2 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others, and take such other action as is reasonably necessary to make the repairs. Contracts for the repair work shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

21.4.3 The Board may enter into a written agreement with a reputable financial institution or trust or escrow company that the institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of \$50,000, or for

the institution or company to collect the insurance proceeds and carry out the provisions of this Article.

Section 21.5 Damage Not Substantial. If the damage as determined under Subsection 21.3.2 is not substantial, the provisions of this Section shall apply.

21.5.1 Either the Board or the requisite number of Owners, within 15 days after the notice required under Section 21.2 has been given, may but shall not be required to, call a special Owners' meeting in accordance with Section 12.4 and the Bylaws to decide whether to repair the damage.

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

21.5.3 A decision to not repair or rebuild may be made in accordance with Section 20.8.

Section 21.6 Substantial Damage. If the damage determined under Subsection 21.3.2 is substantial, the provisions of this Section shall apply.

21.6.1 The Board shall promptly, and in all events within 60 days after the date of damage, call a special Owners' meeting to consider repairing the damage. If the Board fails to do so within 60 days, then notwithstanding the provisions of Section 12.4 and the Bylaws, any Owner or first Mortgagee of a Unit may call and conduct the meeting.

21.6.2 Except for emergency work, no repairs shall be commenced until the conclusion of the special Owners' meeting.

21.6.3 At the special meeting, the following consent requirements will apply:

21.6.3.1 The Owners shall be deemed to have elected to repair the damage in accordance with the original plan unless the Owners of at least 80% of the total voting power of the Condominium other than that held by the Declarant, including every Owner of a Unit which will not be rebuilt and every Owner of a Unit to which a Limited Common Element which will not be rebuilt is allocated, have given their written consent not to repair the damage.

21.6.3.2 The unanimous consent of all Owners will be required to elect to rebuild in accordance with a plan that is different from the original plan.

21.6.3.3 In addition to the consent by the Owners specified above, any election not to repair the damage or not to rebuild substantially in accordance with the original

plan will require the approval of eligible holders of first Mortgages on Units that have at least 51% of the votes subject to eligible holder Mortgages.

21.6.3.4 Failure to conduct the special meeting provided for under Section 25.1 within 90 days after the date of damage shall be deemed a unanimous decision to repair the damage in accordance with the original plan.

Section 21.7 Effect of Decision Not to Repair. In the event of a decision under either Subsection 21.5.3 or 21.6.3 not to repair the damage, the Board may nevertheless expend so much of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the property shall thereafter be held and distributed as provided in Section 20.8.

Article 22. CONDEMNATION.

Section 22.1 Consequences of Condemnation; Notices. If any Unit or portion thereof or the Common Elements or Limited Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each Owner and to each holder of a first Mortgage and the provisions of this Article shall apply.

Section 22.2 Power of Attorney. Each Owner appoints the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings and negotiations, settlements and agreements with the condemning authority for acquisition of Common Elements or any part thereof, from the condemning authority. The Board may appoint a trustee to act on behalf of the Owners in carrying out the foregoing functions in lieu of the Association. Should the Association not act, based on their right to act pursuant to this Section, the affected Owners may individually or jointly act on their own behalf.

Section 22.3 Condemnation of a Unit. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the condemnation of a Unit shall be paid to the Owner or lienholder of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the

reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section is thereafter a Common Element.

Section 22.4 Condemnation of Part of a Unit. Except as provided in Section 22.3, 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. The proceeds from the condemnation awarded to the Unit Owner shall be paid to the Owner or lienholders of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides: (a) that the 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.

Section 22.5 Condemnation of Common Element or Limited Common Element. If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements, or to lienholders, as their interests may appear. 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 the acquisition, or to lienholders, as their interests may appear. If the Board determines that a particular Owner's interest in the Common Elements diminished with respect to other Owners, by the acquisition of a Common Element, this Declaration may be amended to adjust that Owner's Common Expense Liability allocation, or to remove the allocation of a Limited Common Element to that Owner's Unit, as the case may be.

Section 22.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 21.

Article 23. EASEMENTS.

Section 23.1 In General. Each Unit has an easement in and through each other Unit and the Common Elements 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 the Condominium.

Section 23.2 Encroachments. To the extent not provided by the definition of "Unit" in this Declaration and in the Condominium Act, each Unit and all Common Elements and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Common Elements and Limited Common Elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or

any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units and Common Elements and Limited Common Elements so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit if the encroachment was caused by the willful act with full knowledge of the Owner. The encroachments described in this Section shall not be construed to be encumbrances affecting the marketability of title to any Unit.

Section 23.3 Easement Specifically Reserved by the Declarant. The Declarant reserves an access easement over, across, and through the Common Elements and Limited Common Elements of the Condominium for the purpose 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. This Section may not be altered or amended without the written consent of the Declarant.

Section 23.4 Utility Easements Granted by the Declarant. The Declarant reserves the right to grant easements to the various companies or municipalities who provide, or wish to provide, utility services to the Condominium or to the Units in the Condominium easements for the installation, construction, maintenance, repair and reconstruction of all utilities serving the Condominium or the Owners, including, without limitation, such utility services as water, sanitary sewer, storm sewer, electricity, gas, cable television, data and telephone, and an easement for access over and under the Common Elements and Limited Common Elements of the Condominium to the utility service facilities.

Section 23.5 Easement for Commercial Units. The Commercial Units shall have nonexclusive easements for tenants or occupants of the Commercial Units over, across and through the Residential Limited Common Element lobby, elevators, stairs and corridors for access to any parking spaces, storage areas or facilities or equipment serving the Commercial Units. This easement shall extend to the Owners of Commercial Units, tenants of Owners of the Commercial Units, and their employees, and shall not apply to customers, clients, guests, and/or licensees visiting a Commercial Unit for business purposes.

Article 24. PROCEDURES FOR SUBDIVIDING, COMBINING OR ALTERING UNITS.

Section 24.1 Subdivision of Residential Units. No Residential Unit shall be subdivided either by agreement or legal proceedings, except as provided in this Article.

24.1.1 An Owner may propose subdividing a Residential Unit by submitting a proposal in writing to the Board and to all other Owners and Mortgagees of the Residential Unit to be subdivided. The proposal must include complete plans and specifications for

accomplishing the subdivision and proposed amendments of this Declaration and the Survey Map and Plans which amendments shall be executed by the Owner of the Unit to be subdivided upon approval pursuant to Subsection 24.1.2, and which amendments assign an identifying number to each Unit created, and prorate the Allocated Interest of the Unit between or among the new Units based on the relative areas of the new Units or such other reasonable method as the Owner shall propose. The Owner of the Residential Unit to be subdivided shall bear all costs of the subdivision, including the cost of professional consultants, such as architects and engineers, retained by the Board to review Owner's plans and specifications.

24.1.2 A proposal that contemplates subdivision of a Residential Unit will be accepted only if approved in writing by all Owners and Mortgagees of the Unit to be subdivided and the Board.

Section 24.2 Subdivision of Commercial Units. A Commercial Unit shall not be subdivided either by agreement or legal proceedings, except as provided in this Article.

24.2.1 The Owner of a Commercial Unit may propose subdividing the Unit by submitting the proposal in writing to the Board. The proposal must include complete plans and specifications for accomplishing the subdivision and proposed amendments of this Declaration and the Survey Map and Plans which amendments shall be executed by the Owner of the Unit to be subdivided and the Board. The amendments shall assign an identifying number to each Unit created, and prorate the Allocated Interest of the Unit between or among the new Units based on the relative areas of the new Units or such other reasonable method as the Owner shall propose. The Board may not withhold its approval unless it determines that the structural integrity of the building would be adversely affected by the proposed subdivision. The Owner of the Commercial Unit to be subdivided shall bear all costs of the subdivision.

24.2.2 This Article shall not restrict the right of the Owner of a Commercial Unit to make such changes as the Owner deems necessary or appropriate to partition the Commercial Unit in connection with the leasing thereof, provided that the prior written approval of the Board shall be obtained before any work affecting the structural integrity of the building is undertaken.

Section 24.3 Combination of Units. No Units shall be combined either by agreement or legal proceedings, except as provided in this Article.

24.3.1 An Owner may propose two or more Units by submitting the proposal in writing to the Board and to all other Owners and Mortgagees of Units to be combined. The proposal must include complete plans and specifications for accomplishing the combination and proposed amendments of this Declaration and the Survey Map and Plans which amendments shall be executed by all Owners of the Unit to be combined upon approval by the

Board, assign an identifying number to the resulting Unit and aggregate the Allocated Interests of the combined Units to the new Unit. The Owner of the Units to be combined shall bear all costs of the combination, including the cost of professional consultants, such as architects and engineers, retained by the Board to review Owner's plans and specifications.

24.3.2 A proposal that contemplates combination of two or more Units will be accepted only if approved in writing by all Owners and Mortgagees of the Units to be combined and the Board.

Section 24.4 Minor Alterations; Hard Surface Flooring. No Unit may be altered in any way except in accordance with this Article. An Owner may make any improvements or alterations to the Owner's Unit that do not change the structural walls; reduce the fire resistance rating of any wall, ceiling, space or separation between the Unit and another Unit or the Common Elements; affect the structural integrity or acoustical properties of the building; or affect the plumbing, mechanical or electrical systems or lessen the support of any portion of the Condominium. An Owner of a Unit may not change the flooring from carpeting to hard surface flooring in a portion of the Unit that is over another Unit without the prior written approval of the Board, which may be withheld in its sole discretion. In connection with a change from carpet to hard surface flooring, the Board may condition its approval upon the installation of an acoustical subflooring material and/or coverage of certain floor areas with carpet. An Owner may not penetrate the boundaries of the Unit as defined in Section 5.2 without the prior written approval of the Board, which may be withheld in its sole discretion or conditioned upon an inspection by a third party selected by the Board at the Owner's cost and expense. Alterations which penetrate the boundaries of a Unit include, but are not limited to, the installation of recessed spice racks, medicine cabinets, recessed lighting and recessed speakers. An Owner may not change the appearance of the Common Elements or the exterior appearance of a Unit without permission of the Association pursuant to the procedures of Section 24.6.

Section 24.5 Adjoining Units. After acquiring an adjoining Unit, an Owner may, with approval of the Board pursuant to Section 24.6, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not adversely affect the structural integrity or acoustical properties of the building; reduce the fire resistance rating of any structure, space or separation; or adversely affect the plumbing, mechanical or electrical systems serving another Unit or the Common Elements or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this subsection is not a relocation of boundaries or a combination of Units. The Owner's proposal to act under this Section shall be submitted to the Board and shall include the plans and specifications for the proposed removal or alteration.

Section 24.6 Substantial Alteration. A proposal that contemplates substantial alteration of one or more Units is subject to approval by the Board. The Board shall approve an Owner's request under this Section within 30 days of receipt of plans and specifications,

unless the proposed alteration does not comply with Section 24.5 or impairs the structural integrity or acoustical properties of the building or the plumbing, mechanical or electrical systems serving another Unit or the Common Elements or lessen the support of any portion of the Condominium. The Board may also retain, at the Owner's expense, an architect or engineer to review the plans and require evidence satisfactory to it that all permits necessary for the work have been obtained. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The Board may establish reasonable hours and conditions for performance of work within Units.

Section 24.7 Procedure After Approval. Upon approval of a proposal under this Article, the Owner making it may proceed according to the proposed plans and specifications; provided that the Board may in its discretion require that the Board administer the work or that provisions for the protection of other Units or Common Elements or that reasonable deadlines for completion of the work be inserted in the contracts for the work. The changes in the Survey Map Plans and Declaration shall be placed of record as amendments thereto.

Section 24.8 Relocation of Boundaries – Adjoining Units. The boundaries between adjoining Units may only be relocated by an amendment to this Declaration, pursuant to Article 25, upon application to the Board by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within 30 days, that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by the Unit Owners, contains words of conveyance between them, and is recorded in the name of the grantor and the grantee. The Association shall obtain and record survey maps or plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and identifying numbers. The Owner or Owners benefited by a reallocation of Unit boundaries shall bear all costs associated therewith in proportion to the relative benefits to each such Unit as determined by the Board or as the Owners of such Units agree.

Article 25. AMENDMENT OF DECLARATION SURVEY MAP AND PLANS, ARTICLES OR BYLAWS.

Section 25.1 Procedures. Except in cases of amendments that may be executed by the Declarant under this Declaration or the Condominium Act, this Declaration, the Survey Map and Plans, the Articles and the Bylaws may be amended only by vote or agreement of the Owners, as specified in this Article. An Owner may propose amendments to this Declaration or the Survey Map and Plans, the Articles or the Bylaws to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners with 20% or more of the votes in the Association, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association

for their consideration at their next regular or special meeting for which timely notice must be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons (including Eligible Mortgagees) entitled to receive notices. Upon the adoption of an amendment and the obtaining of any necessary consents of Eligible Mortgagees as provided below, amendment to this Declaration or the Survey Map and Plans will become effective when it is recorded or filed in the real property records in the county in which the Condominium is located. The amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to this Declaration and each previously recorded amendment thereto. Such amendments 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. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption.

Section 25.2 Percentages of Consent Required. Except as provided in Article 21 and Article 22 in the case of damage or condemnation of the property, the percentages of consent of Owners and Mortgagees required for adoption of amendments to this Declaration, the Survey Map and Plans, the Articles and the Bylaws are as follows:

25.2.1 The consent of Owners holding at least 67% of the votes in the Association and the consent of Eligible Mortgagees of Units to which at least 51% of the votes of Units subject to Mortgages held by Eligible Mortgagees are allocated shall be required to materially amend any provisions of this Declaration, the Survey Map and Plans, the Articles or the Bylaws, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (a) voting rights; (b) Assessments, Assessment liens, or subordination of such liens; (c) reserves for maintenance, repair, or replacement of the Common Elements; (d) responsibility for maintenance and repair of any portion of the Condominium; (e) rights to use Common Elements and Limited Common Elements; (f) reallocation of interests in Common Elements or Limited Common Elements or rights to their use; (g) redefinition of Unit boundaries; (h) convertibility of Units into Common Elements or Common Elements into Units; (i) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (j) hazard or fidelity insurance requirements; (k) imposition of any restriction on the right of an Owner to sell or transfer a Unit; (l) establishment of self-management of the Condominium after professional management has been required by FNMA or by an Eligible Mortgagee; (m) restoration or repair (after damage or partial condemnation) in a manner other than specified in this Declaration or Survey Map and Plans; or (n) any provisions that are for the express benefit of holders of first Mortgages.

25.2.2 Except as provided in Article 24 or elsewhere in this Declaration, an amendment that creates or increases Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted including restrictions on leasing, shall require the vote or agreement of the Owner of each Unit particularly affected and the Owners other than the Declarant holding at least 90% of the votes in the Association, excluding votes held by the Declarant.

25.2.3 In addition to the foregoing requirements, the consent of all Owners of the Commercial Units shall be required for any amendment to any provision affecting the Commercial Units particularly, including, but not limited to, any amendment changing the permitted uses of the Commercial Units, the voting rights of the Commercial Units or the portion of the costs of the Association allocated to or assessed against the Commercial Units.

25.2.4 In addition to the foregoing requirements, the consent of the Declarant shall be required for any amendment to Section 10.4, Section 12.5, Section 12.7, Section 13.1, Section 13.2, Section 14.2, Section 18.2, Section 18.3, Article 19 or Article 23 relating to the Declarant.

25.2.5 All other amendments shall be adopted if consented to by the Owners holding 67% of the votes in the Association.

25.2.6 An Eligible Mortgagee who receives a written request to consent to an amendment who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have consented to such request.

Section 25.3 Limitations on Amendments. No amendment may restrict, eliminate, or otherwise modify any Development Right or Special Declarant Right provided in this Declaration without the consent of the Declarant.

Article 26. TERMINATION OF CONDOMINIUM.

Section 26.1 Action Required. Except as provided in Article 21 and Article 22, the Condominium may be terminated only by agreement of Owners of Units to which at least 80% of the votes in the Association are allocated and with the consent of Eligible Mortgagees of Units to which at least 67% of the votes in the Association are allocated and in accordance with the Condominium Act. An Eligible Mortgagee who receives a written request to consent to termination who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.

Section 26.2 Condominium Act Governs. The provisions of the Condominium Act relating to termination of a condominium contained in RCW 64.34.268, as it may be amended, shall govern the termination of the Condominium, including, but not limited to, the

disposition of the real property in the Condominium and the distribution of proceeds from the sale of that real property.

Article 27. NOTICES.

Section 27.1 Form and Delivery of Notice. Unless provided otherwise in this Declaration, all notices given under the provisions of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered upon being deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Notice to the Owner of any Unit shall be sufficient if mailed to the Unit if no other mailing address has been given to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to the Declarant until the Transition Date, and thereafter shall be given to the president or secretary of the Association.

Section 27.2 Notices to Eligible Mortgagees. An Eligible Mortgagee is a Mortgagee that has filed with the secretary of the Board a written request that it be given copies of the notices listed below. The request must state the name and address of the Eligible Mortgagee and the Identifying Number or address of the Unit on which it has (or insures or guarantees) a Mortgage. Until such time thereafter that the Eligible Mortgagee withdraws the request or the Mortgage held, insured or guaranteed by the Eligible Mortgagee is satisfied, the Board shall send to the Eligible Mortgagee timely written notice of (a) any proposed amendment of this Declaration or Survey Map and Plans effecting a change in (i) the boundaries of any Unit, (ii) the exclusive easement rights, if any, appertaining to any Unit, (iii) the interest in the Common Elements or the liability for Common Expenses of any Unit, (iv) the number of votes in the Association allocated to any Unit, or (v) the purposes to which a Unit or the Common Elements or Limited Common Elements are restricted; (b) any proposed termination of condominium status, transfer of any part of the Common Elements, or termination of professional management of the Condominium; (c) any condemnation loss or casualty loss that affects a material portion of the Condominium or that affects any Unit on which an Eligible Mortgagee has a first Mortgage; (d) any delinquency which has continued for 60 days in the payment of Assessments or charges owed by an Owner of a Unit on which an Eligible Mortgagee had a Mortgage; (e) any lapse, cancellation, or material modification of any insurance policy maintained by the Association pursuant to Article 20; (f) any proposed action that would require the consent of a specified percentage of Eligible Mortgagees pursuant to this Declaration, the Articles or Bylaws; and (g) any proposed special Assessment or supplemental budget.

Article 28. SEVERABILITY.

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remaining provision or provisions comply with the Condominium Act.

Article 29. EFFECTIVE DATE.

This Declaration shall take effect upon recording.

Article 30. REFERENCE TO SURVEY MAP AND PLANS.

The Survey Map and Plans were filed with the Recorder of King County, Washington, simultaneously with the recording of this Declaration under File No. 20060525000929 in Volume 217 of Condominiums, pages 069 through 079.

Article 31. ASSIGNMENT BY DECLARANT.

The Declarant reserves the right to assign, transfer, sell, lease, or rent all or a portion of the property then owned by it and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

DATED: _____, 2006.

1026 NE 65th LLC, a Washington limited liability company

By G/G Roosevelt LLC, a Washington limited liability company, its manager

By: Frederick W. Grimm
 Name: Frederick W. Grimm
 Title: Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

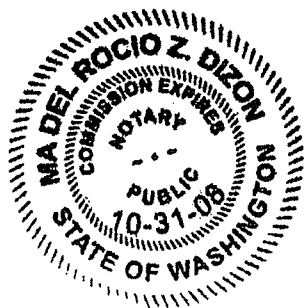
I certify that I know or have satisfactory evidence that Frederick W. Grimm is the person who appeared before me, that said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of G/G Roosevelt LLC, a Washington limited liability company, as the manager of 1026 NE 65th LLC, 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 this 18th day of May, 2006.

Ma. del Rocio Z. Dizon
(Signature of Notary)

Ma. del Rocio Z. Dizon
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of
Washington, residing at Mountlake Terrace
My appointment expires 10/31/08



SCHEDULE A

dwell ROOSEVELT, A CONDOMINIUM

Description of Land in Condominium

PARCEL A:

WEST 1 FOOT OF LOT 5; AND ALL OF LOT 6, EXCEPT THE WEST 1 FOOT; ALL IN BLOCK 1, JAMES' DIVISION OF GREEN LAKE ADDITION TO SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON.

PARCEL B:

THE WEST 1 FOOT OF LOT 6 AND ALL OF LOT 7, BLOCK 1, JAMES' DIVISION OF GREEN LAKE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON.

PARCEL C:

LOTS 18 AND 19, BLOCK 1, JAMES' DIVISION OF GREEN LAKE ADDITION TO SEATTLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE(S) 41, IN KING COUNTY, WASHINGTON.

PARCEL D:

LOT 20, BLOCK 1, JAMES' DIVISION OF GREEN LAKE ADDITION TO SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON.

PARCEL E:

LOT 21, BLOCK 1, JAMES' DIVISION OF GREEN LAKE ADDITION TO SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 41 IN KING COUNTY, WASHINGTON.

SCHEDULE A

Schedule B

dwell Roosevelt, A CONDOMINIUM

Unit Data; Allocated Interest

Building	Unit	Unit Data*	Level(s)	Unit Area (Sq. Ft.)	Declared Value	CEL / ICE Formula'		CEL & ICE'	Votes
						Area	Value		
A	101	N/A	P2	1276	\$450,000	2.535	1.765	2.15	1
A	102	N/A	P2	1235	\$450,000	2.453	1.765	2.11	1
Commerical				2511	\$900,000	4.988	3.530	4.26	
A	202	Studio	2	517	\$294,000	1.027	1.153	1.09	1
A	203	1BR, 1BA	2	620	\$332,000	1.232	1.302	1.27	1
A	204	Studio	2	536	\$293,000	1.065	1.149	1.11	1
A	205	2BR, 2BA, F	2	854	\$393,000	1.697	1.541	1.62	1
A	206	2BR, 2BA	2	803	\$380,000	1.595	1.490	1.54	1
A	207	2BR, 2BA	2	804	\$380,000	1.597	1.490	1.54	1
A	208	2BR, 2BA, F	2	863	\$398,000	1.714	1.561	1.64	1
A	209	Studio	2	534	\$293,000	1.061	1.149	1.11	1
A	210	1BR, 1BA	2	617	\$332,000	1.226	1.302	1.26	1
A	211	Studio	2	474	\$264,000	0.942	1.035	0.99	1
A	301	Studio	3	537	\$264,000	1.067	1.035	1.05	1
A	302	Studio	3	517	\$268,000	1.027	1.051	1.04	1
A	303	1BR, 1BA	3	620	\$305,500	1.232	1.198	1.22	1
A	304	Studio	3	536	\$266,000	1.065	1.043	1.05	1
A	305	2BR, 2BA, F	3	854	\$400,000	1.697	1.569	1.63	1
A	306	2BR, 2BA	3	842	\$382,000	1.673	1.498	1.59	1
A	307	2BR, 2BA	3	843	\$382,000	1.675	1.498	1.59	1
A	308	2BR, 2BA, F	3	863	\$405,000	1.714	1.588	1.65	1
A	309	Studio	3	536	\$266,000	1.065	1.043	1.05	1
A	310	1BR, 1BA	3	618	\$300,500	1.228	1.179	1.20	1
A	311	Studio	3	474	\$234,000	0.942	0.918	0.93	1
A	401	Studio	4	537	\$268,000	1.067	1.051	1.06	1
A	402	Studio	4	517	\$272,000	1.027	1.067	1.05	1
A	403	1BR, 1BA	4	620	\$309,500	1.232	1.214	1.22	1
A	404	Studio	4	536	\$270,000	1.065	1.059	1.06	1
A	405	2BR, 2BA, F	4	854	\$408,000	1.697	1.600	1.65	1
A	406	2BR, 2BA	4	842	\$388,000	1.673	1.522	1.60	1
A	407	2BR, 2BA	4	843	\$388,000	1.675	1.522	1.60	1
A	408	2BR, 2BA, F	4	863	\$413,000	1.714	1.620	1.67	1
A	409	Studio	4	536	\$270,000	1.065	1.059	1.06	1
A	410	1BR, 1BA	4	618	\$304,500	1.228	1.194	1.21	1
A	411	Studio	4	474	\$238,000	0.942	0.933	0.94	1
A	501	Studio	5	537	\$287,000	1.067	1.126	1.10	1
A	502	Studio	5	517	\$291,000	1.027	1.141	1.08	1
A	503	1BR, 1BA	5	620	\$328,500	1.232	1.288	1.26	1
A	504	Studio	5	536	\$292,000	1.065	1.145	1.11	1
A	505	2BR, 2BA, F	5	854	\$433,000	1.697	1.698	1.70	1
A	506	2BR, 2BA	5	842	\$412,000	1.673	1.616	1.64	1
A	507	2BR, 2BA	5	843	\$412,000	1.675	1.616	1.65	1
A	508	2BR, 2BA, F	5	863	\$433,000	1.714	1.698	1.71	1
A	509	Studio	5	536	\$292,000	1.065	1.145	1.11	1
A	510	1BR, 1BA	5	618	\$323,500	1.228	1.269	1.25	1
A	511	Studio	5	474	\$257,000	0.942	1.008	0.98	1
A	601	Studio	6	537	\$304,000	1.067	1.192	1.13	1
A	602	Studio	6	517	\$304,000	1.027	1.192	1.11	1
A	603	1BR, 1BA	6	620	\$354,000	1.232	1.388	1.31	1
A	604	Studio	6	490	\$314,000	0.973	1.232	1.10	1
A	605	2BR, 2BA	6	714	\$439,000	1.418	1.722	1.57	1

Building	Unit	Unit Data*	Level(s)	Unit Area (Sq. Ft.)	Declared Value	CEL / ICE Formula ¹		CEL & ICE ¹	Votes
						Area	Value		
A	606	2BR, 2BA	6	766	\$420,000	1.522	1.647	1.58	1
A	607	2BR, 2BA	6	766	\$420,000	1.522	1.647	1.58	1
A	608	2BR, 2BA	6	714	\$444,000	1.418	1.741	1.58	1
A	609	Studio	6	488	\$314,000	0.969	1.232	1.10	1
A	610	1BR, 1BA	6	618	\$354,000	1.228	1.388	1.31	1
A	611	Studio	6	474	\$279,000	0.942	1.094	1.02	1
B	215	1BR, 1BA	2	600	\$324,000	1.192	1.271	1.23	1
B	216	1BR, 1BA	2	590	\$302,000	1.172	1.184	1.18	1
B	217	1BR, 1BA	2	593	\$307,500	1.178	1.206	1.19	1
B	315	1BR, 1BA	3	600	\$293,000	1.192	1.149	1.17	1
B	316	1BR, 1BA	3	590	\$276,000	1.172	1.082	1.13	1
B	317	1BR, 1BA	3	617	\$287,500	1.226	1.128	1.18	1
B	415	1BR, 1BA	4	600	\$297,000	1.192	1.165	1.18	1
B	416	1BR, 1BA	4	590	\$280,000	1.172	1.098	1.14	1
B	417	1BR, 1BA	4	617	\$291,500	1.226	1.143	1.18	1
B	515	1BR, 1BA	5	600	\$319,500	1.192	1.253	1.22	1
B	516	1BR, 1BA	5	590	\$310,000	1.172	1.216	1.19	1
B	517	1BR, 1BA	5	617	\$315,000	1.226	1.235	1.23	1
C	108	Studio	P1	333	\$234,000	0.662	0.918	0.79	1
C	318	1BR, 1BA	3	600	\$289,000	1.192	1.133	1.16	1
C	319	1BR, 1BA	3	579	\$278,500	1.150	1.092	1.12	1
C	320	1BR, 1BA	3	569	\$296,500	1.129	1.163	1.15	1
C	418	1BR, 1BA	4	600	\$293,000	1.191	1.150	1.17	1
C	419	1BR, 1BA	4	579	\$282,500	1.149	1.109	1.13	1
C	420	1BR, 1BA	4	569	\$300,500	1.129	1.180	1.15	1
C	518	1BR, 1BA	5	600	\$319,000	1.191	1.252	1.22	1
C	519	1BR, 1BA	5	579	\$312,000	1.149	1.225	1.18	1
C	520	1BR, 1BA	5	569	\$321,000	1.129	1.260	1.18	1
Residential				47,827	\$24,597,000	95.012	96.470	95.74	
TOTALS:				50,338	\$25,497,000	100.000	100.000	100.00	78

* Legend:

BR - bedroom

BA - bathroom

F - electric fireplace

CEL - Common Expense Liability

ICE - Interest in Common Elements

¹Common Expense Liability and Interest in Common Elements are based on 50% relative area of Units and 50% Declared Value of Units; rounded to equal 100%. Voting is allocated equally.

SCHEDULE C

dwell ROOSEVELT, A CONDOMINIUM

Limited Common Elements

1. The Limited Common Elements assigned to individual or certain Residential Units are as follows:
 - 1.1 The patio or deck, if any, adjacent to the Residential Unit.
 - 1.2 The planters separating the decks which are adjacent to Units 206 and 207 shall be a Limited Common Element assigned to the Units 206 and 207.
 - 1.3 The parking space or spaces, if any, assigned to the Residential Unit in Schedule D.
 - 1.4 The storage area, if any, assigned to the Residential Unit in Schedule D.
 - 1.5 Any fixtures or equipment serving only the Residential Unit.
 - 1.6 Any other areas shown as LCE on the Survey Map and Plans.
2. The Limited Common Elements allocated to the Residential Units jointly are as follows:
 - 2.1 The entrance and elevator in Building B.
 - 2.2 The corridors shown as RLCE on the Survey Map and Plans.
 - 2.3 The roof top garden, the courtyard between Buildings A, B and C, the planters in the courtyard and in the roof top garden, and the newsroom.
 - 2.4 The trash chutes for the Residential Units.
 - 2.5 Any fixtures or equipment serving only the Residential Units jointly.
 - 2.6 Any other areas shown as RLCE on the Survey Map and Plans.
3. The Limited Common Elements allocated to individual Commercial Units are as follows:
 - 3.1 Any parking spaces or storage areas assigned to the Commercial Unit in Schedule D.
 - 3.2 Any fixtures or equipment serving only the Commercial Unit.

SCHEDULE C

SCHEDULE D

dwell ROOSEVELT, A CONDOMINIUM

Garage Parking and Storage Allocation

[TO BE DETERMINED]

SCHEDULE D

SURVEY MAP AND PLANS FOR

dwell ROOSEVELT,
A CONDOMINIUM

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

- PARCEL A:
WEST 1 FOOT OF LOT 2, AND ALL OF LOT 6, EXCEPT THE WEST 1 FOOT; ALL IN BLOCK 1, JAMES DIVISION OF GREEN LAKE ADDITION TO SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON.
- PARCEL B:
THE WEST 1 FOOT OF LOT 6, AND ALL OF LOT 7, BLOCK 1, JAMES DIVISION OF GREEN LAKE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 41 IN KING COUNTY, WASHINGTON.
- PARCEL C:
LOTS 18 AND 19, BLOCK 1, JAMES DIVISION OF GREEN LAKE ADDITION TO SEATTLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE (S) 41, IN KING COUNTY, WASHINGTON.
- PARCEL D:
LOT 20, BLOCK 1, JAMES DIVISION OF GREEN LAKE ADDITION TO SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON.
- PARCEL E:
LOT 21, BLOCK 1, JAMES DIVISION OF GREEN LAKE ADDITION TO SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON.

RESTRICTIONS

1. THIS SITE IS SUBJECT TO AN EASEMENT FOR STORMWATER CONVEYANCE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20050104001950.
2. THIS SITE IS SUBJECT TO AN EASEMENT FOR STORMWATER CONVEYANCE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20050104001951.
3. THIS SITE IS SUBJECT TO A PUBLIC RIGGE INDEMNITY AGREEMENT BETWEEN 1026 NE 65TH LLC AND THE CITY OF SEATTLE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200409271000067.
4. THIS SITE IS SUBJECT TO A TIEBACK EASEMENT AGREEMENT BETWEEN ESTHER A. PHILLIPS AND ROOSEVELT PARTNERS LLC AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200409274000956.
5. THIS SITE IS SUBJECT TO A TIEBACK EASEMENT AGREEMENT BETWEEN 1026 NE 65TH LLC AND THE CITY OF SEATTLE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200409274000958.
6. THIS SITE IS SUBJECT TO A RELEASE OF DAMAGE AGREEMENT BETWEEN 1026 NE 20TH LLC AND THE CITY OF SEATTLE AS 98410552 BY INSTRUMENT RECORDED UNDER RECORDING NO. 20041026000095.
7. THIS SITE IS SUBJECT TO A TIEBACK EASEMENT AGREEMENT BETWEEN DOODS M. SIMANGAN AND PRECOGA C. SIMANGAN AND ROOSEVELT PARTNERS LLC AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20041123000321.
8. THIS SITE IS SUBJECT TO A TIEBACK EASEMENT AGREEMENT BETWEEN GEORGE J. AND PATRICIA BACOLAS REVOCABLE LIVING TRUST AND ROOSEVELT PARTNERS LLC AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20041123000320.
9. THIS SITE IS SUBJECT TO A TIEBACK EASEMENT AGREEMENT BETWEEN CARLOS DE LATORRE AND TRACY LEE AND ROOSEVELT PARTNERS LLC AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20041123000321.
10. THIS SITE IS SUBJECT TO A TIEBACK EASEMENT AGREEMENT BETWEEN JERRY L. KOSTER AND UNDER RECORDING NO. 20041123000322.
11. THIS SITE IS SUBJECT TO A PUBLIC PLACE INDEMNITY AGREEMENT BETWEEN 1026 NE 65TH LLC AND THE CITY OF SEATTLE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 2004112400027.
12. THIS SITE IS SUBJECT TO A MEMORANDUM OF DRAINAGE CONTROL IN FAVOR OF THE CITY OF SEATTLE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20050610000881.
13. THIS SITE IS SUBJECT TO AN EASEMENT AGREEMENT BETWEEN COMCAST OF WASHINGTON, INC. AND THE CITY OF SEATTLE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 2005125000959.

DECLARATION

WE, THE UNDERSIGNED OWNER OR OWNERS OF INTEREST IN THE SAMPLE OF THE REAL PROPERTY DESCRIBED HEREIN, HEREBY DECLARE THIS SURVEY MAP AND PLANS FOR DWELL ROOSEVELT CONDOMINIUM AND DEDICATE THE SAME FOR A CONDOMINIUM, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON CONDOMINIUM ACT, RCW 64.34, ET SEQ., AND NOT FOR ANY PUBLIC PURPOSES. THIS SURVEY MAP AND PLANS AND ANY PORTION THEREOF ARE SUBSTANTIALLY COMPLETE, CONTAINING OR COMPRISING ANY UNITS THEREBY CREATED ARE SUBSTANTIALLY COMPLETE. THIS SURVEY MAP AND PLANS AND ANY PORTION THEREOF ARE RESTRICTED BY LAW AND THE RECORDING ACTS OF KING COUNTY, WASHINGTON, AND THE CONDOMINIUM ACT, RCW 64.34, ET SEQ., TO BE FULLY COMPLETED IN ACCORDANCE WITH ALL APPLICABLE STATUTES AND REGULATIONS.

IN WITNESS WHEREOF, DECLARANT HAS EXECUTED THIS DECLARATION AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

DECLARANT:
1026 NE 20TH LLC
A WASHINGTON LIMITED LIABILITY COMPANY

BY: Frederick W. Gerwin
ITS: Manager

STATE OF Washington)
COUNTY OF King) SS.

I, COUNTY THAT KNOW US HAVE SUSTAINABLE EVIDENCE THAT Frederick W. Gerwin IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT SAID PERSON SIGNED THIS INSTRUMENT, ON OATH STATED THAT SAID PERSON WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Manager OF SAID PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: May 15 2006

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY MAP AND PLANS FOR DWELL ROOSEVELT, A CONDOMINIUM, IS BASED UPON AN ALTA SURVEY BY HERBANK STEADMAN, LICENSED SURVEYOR, LICENSE NO. 2004-093.00 DATED AUGUST 3, 2004; THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON; THAT THE LOCATION OF THE BUILDING AND THE DIMENSIONS OF THE UNITS, ARE SHOWN CORRECTLY HEREON; THAT THE DIMENSIONS OF THE UNITS AND ARE SUBSTANTIALLY COMPLETE IN ACCORDANCE WITH RECORDED PLANS PREVIOUSLY RECORDED AND THAT I HAVE INFORMATION ACQUIRED BY RCW 64.34.232 IS SHOWN CORRECTLY HEREON, AND THAT I HAVE FULLY COMPLIED WITH ALL APPLICABLE STATUTES AND REGULATIONS.



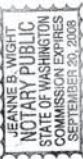
Kevin J. Vanderzanden
KEVIN J. VANDERZANDEN
LICENSED SURVEYOR
LICENSE NO. 2004-093.00
STATE OF WASHINGTON

STATE OF WASHINGTON)
COUNTY OF KING) SS.

THIS INSTRUMENT WAS PERSONALLY APPEARED BEFORE ME Kevin J. Vanderzanden, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED, AND ACKNOWLEDGED THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND INTENT FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 4th DAY OF April 2006

SIGNATURE: Janet Haight
NAME (PRINT): Jeanne B. Wight



NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT Sammamish

MY APPOINTMENT EXPIRES: Sept. 29, 2008

DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS 25th DAY OF MAY 2006

Scott Nobles
ASSESSOR

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF MANITEX PART THIS 25 DAY OF MAY 2006 AT 10:00 O'CLOCK AM IN THE PUBLIC RECORDS OF KING COUNTY, WASHINGTON.

MANAGER: Chris Pickman
BY SUPERINTENDENT OF RECORDS



ENGINEERING · PLANNING · SURVEYING
JOB NO. 05129

14711 NE 29th Place Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7943

SURVEY MAP AND PLANS FOR

dwell ROOSEVELT, A CONDOMINIUM

A PORTION OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE COMPANY CONDOMINIUM CERTIFICATE ORDER NO. 198058 DATED NOVEMBER 30, 2005. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS MADE NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE TITLE INFORMATION SHOWN ON THIS MAP OR AS TO THE ACCURACY OF THE SURVEY DATA. THE SURVEY DATA IS THE PROPERTY OF CORE DESIGN, INC. AND IS NOT TO BE REPRODUCED OR DISCLOSED BY THE REFERENCED CHICAGO TITLE COMPANY CERTIFICATE. CORE DESIGN, INC. HAS RELIED WHOLLY ON CHICAGO TITLE COMPANY'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. THIS SURVEY REPRESENTS VISIBLE PHYSICAL IMPROVEMENT CONDITIONS EXISTING ON FEBRUARY, 2006. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN JANUARY OF 2006.
3. PROPERTY AREA = 18,493 SQUARE FEET (0.43 ACRES ±)
4. ALL DISTANCES ARE IN FEET.

THIS IS A FIELD TRIANGLE SURVEY. A SINKHOLE SECOND ORDER TOTAL STATION CONTROL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. DISTANCE MEASURING EQUIPMENT HAS BEEN COMPARED TO A N.G.S. BASELINE WITHIN ONE YEAR OF THE DATE OF THIS SURVEY.

DATUM

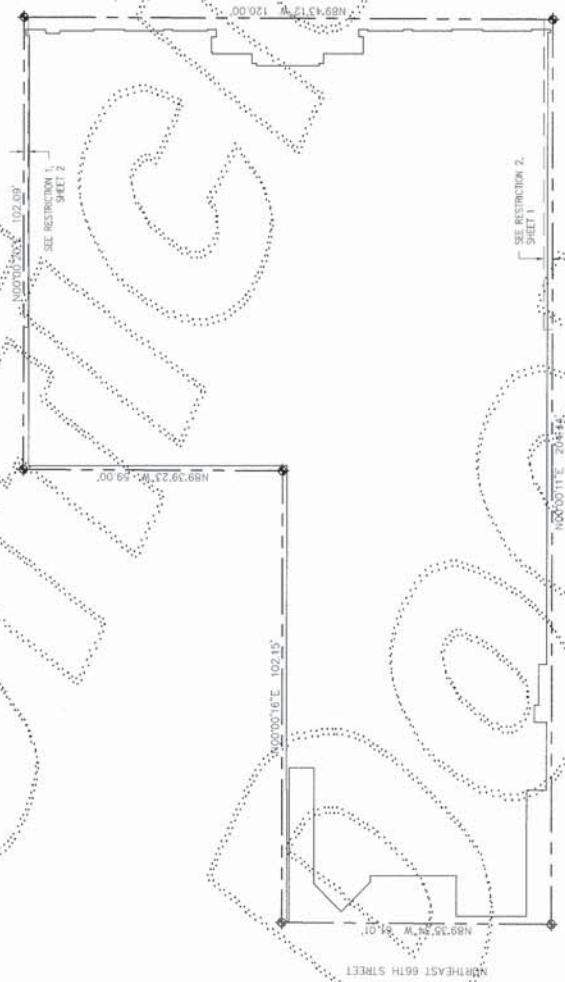
NORTH AMERICAN VERTICAL DATUM OF 1988 (AS PUBLISHED BY THE CITY OF SEATTLE)

BENCHMARK

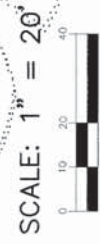
CITY OF SEATTLE CONTROL POINT # 93V-117 NORTH RIM MONUMENT CASE AT THE INTERSECTION OF NORTHEAST 65TH STREET & 15TH AVENUE NORTHEAST
ELEVATION = 269.92 FEET

BASIS OF BEARINGS

ALTA SURVEY BY HERRANK STEADMAN & ASSOCIATES, INC. P.S.,
PROJECT NO. 2004-093.00 DATED AUGUST 3, 2004.



SITE PLAN



14711 NE 29th Place #102
Bellevue, Washington 98007
425.882.7877 Fax 425.882.7963

JOB NO. 05.129

SURVEY MAP AND PLANS FOR

dwELL ROOSEVELT, A CONDOMINIUM

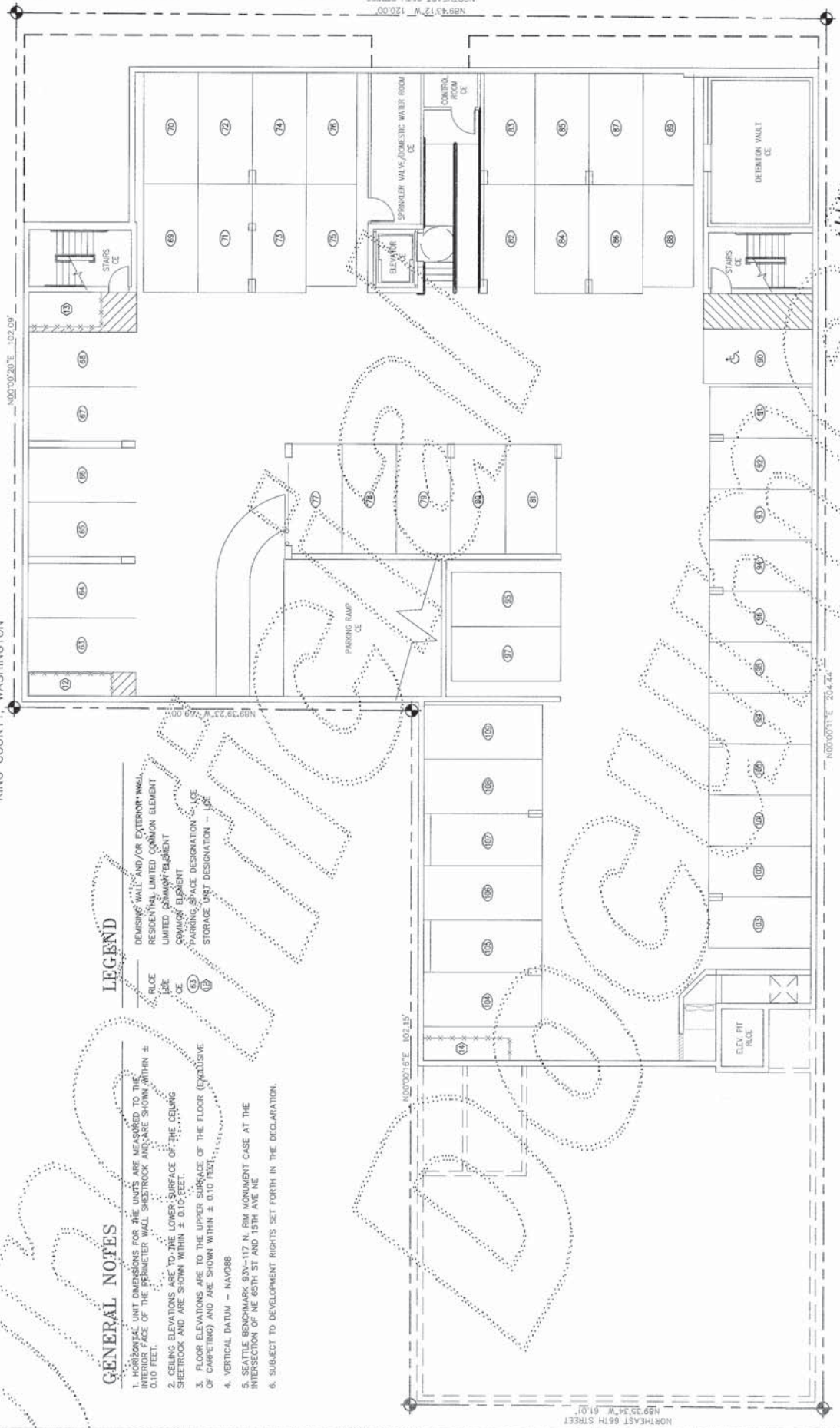
A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

GENERAL NOTES

1. HORIZONTAL UNIT DIMENSIONS FOR THE UNITS ARE MEASURED TO THE FACE OF THE PERIMETER WALL, SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING) AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NAVD88
5. SEATTLE BENCHMARK 33V-117 N. B.M. MONUMENT CASE AT THE INTERSECTION OF NE 65TH ST AND 15TH AVE NE
6. SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.

LEGEND

- RESIDENTIAL LIMITED COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT
- PARKING SPACE DESIGNATION - USE
- STORAGE ORT DESIGNATION - USE



LEVEL P3



CORE DESIGN
 14711 NE 29th Place, #101
 Bellevue, Washington 98007
 425.885.7877 Fax 425.885.7963

JOB NO. 05129

SURVEY MAP AND PLANS FOR

dwell ROOSEVELT, A CONDOMINIUM

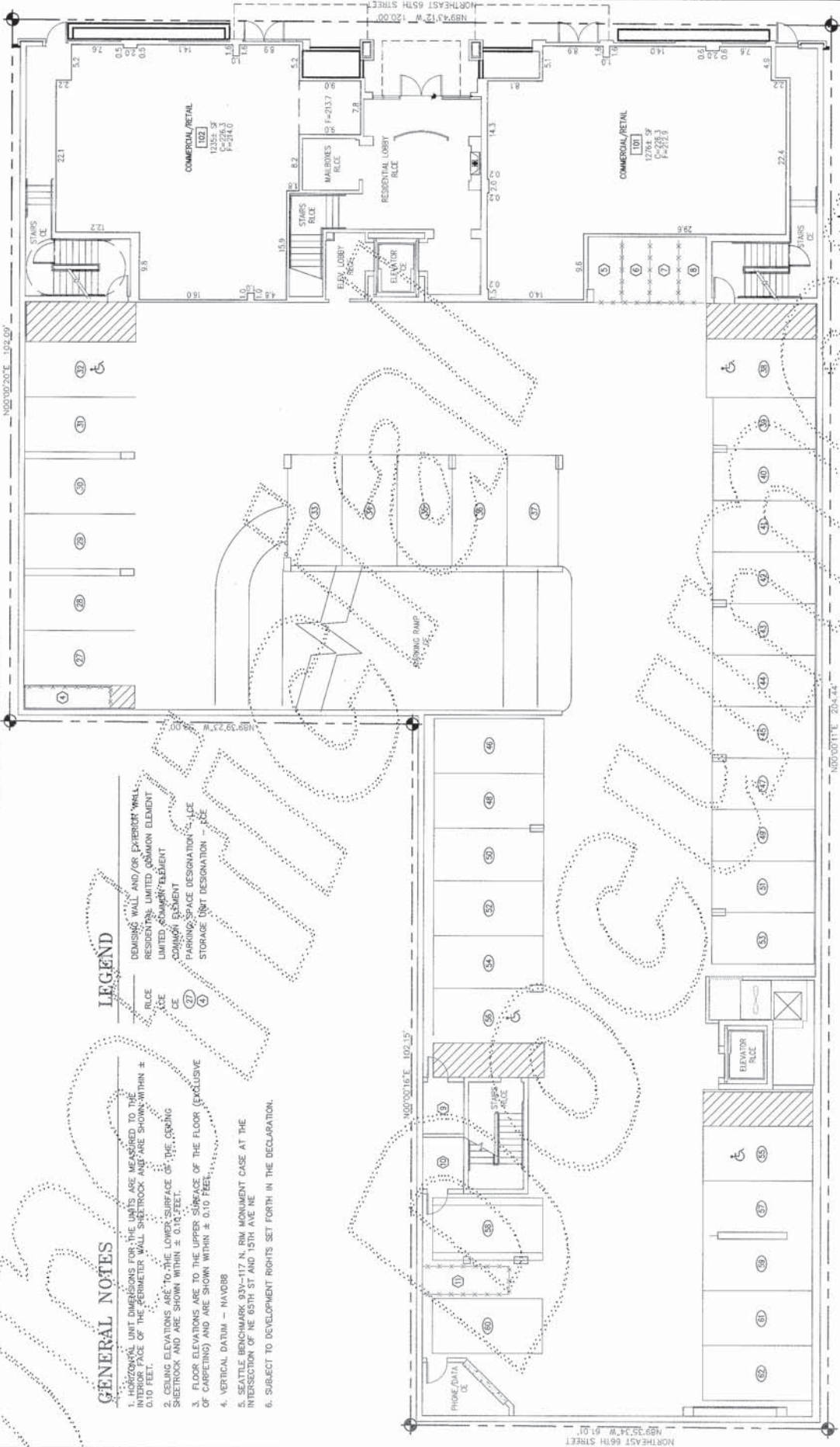
A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

GENERAL NOTES

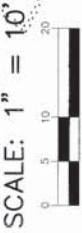
1. HORIZONTAL UNIT DIMENSIONS FOR THE UNITS ARE MEASURED TO THE INTERIOR FACE OF THE PERIMETER WALL SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING) AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NAVD83
5. SEATTLE BENCHMARK 937-117 N. RM MONUMENT CASE AT THE INTERSECTION OF NE 65TH ST AND 15TH AVE NE
6. SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.

LEGEND

- RLCE DEMISING WALL AND/OR EXTERIOR WALL
- RLCE RESIDENTIAL LIMITED COMMON ELEMENT
- RLCE LIMITED COMMON ELEMENT
- CE CEILING ELEMENT
- (27) PARKING SPACE DESIGNATION - LICE
- (4) STORAGE UNIT DESIGNATION - LICE



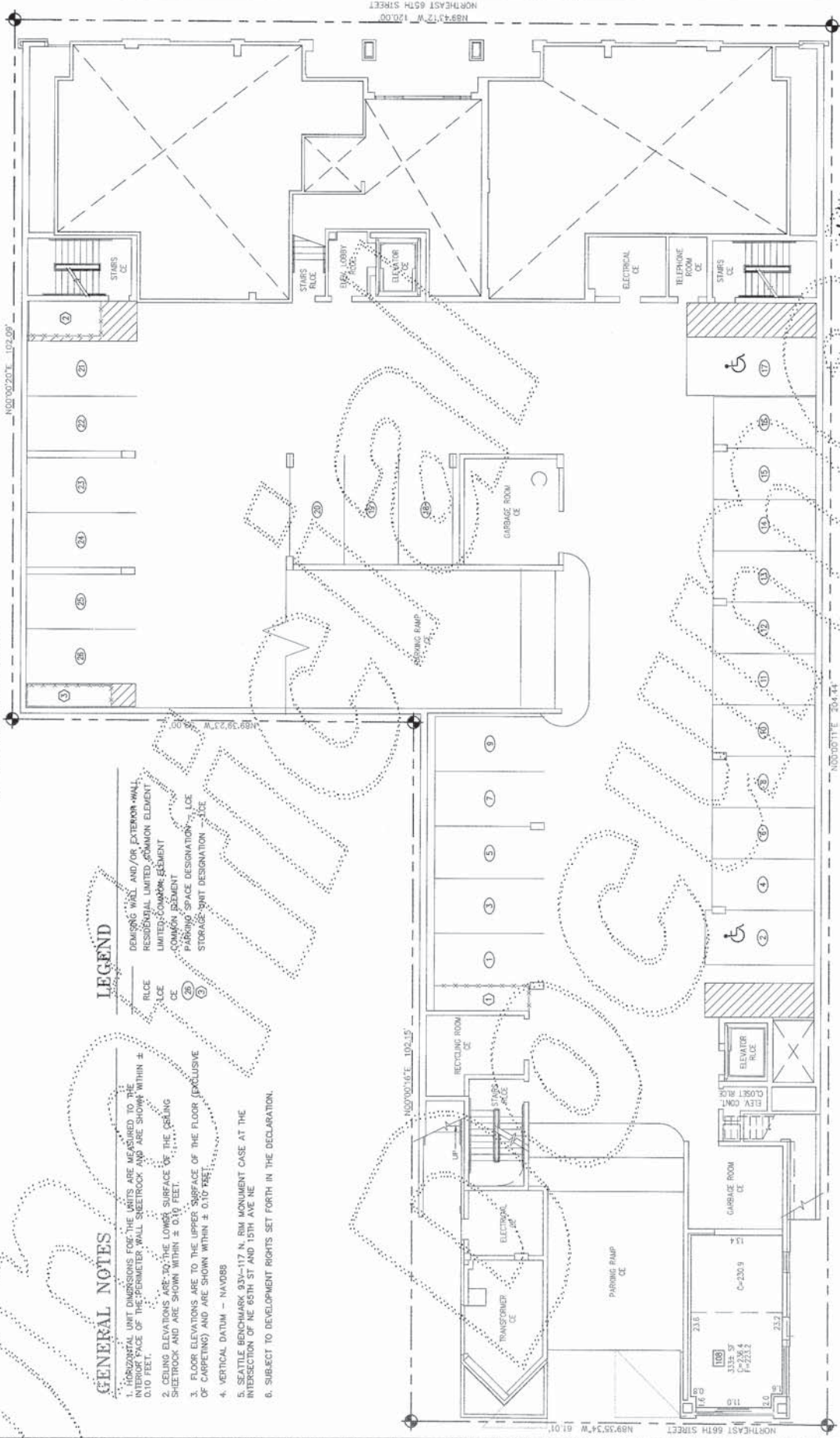
LEVEL P2/L1



JOB NO. 05129

dwELL ROOSEVELT, A CONDOMINIUM

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON



GENERAL NOTES

1. HORIZONTAL UNIT DIMENSIONS FOR THE UNITS ARE MEASURED TO THE INTERIOR FACE OF THE PARTITION, WALL, SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING) AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NAVD83
5. SEATTLE BENCHMARK 93V-117 N. R/W MONUMENT CASE AT THE INTERSECTION OF THE 65TH ST. AND 15TH AVE NE
6. SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.

LEGEND

- REINFORCING WALL AND/OR EXTERIOR WALL
- RESIDENTIAL LIMITED COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT
- PARKING SPACE DESIGNATION
- STORAGE UNIT DESIGNATION

LEVEL P1

SCALE: 1" = 10'



CORE DESIGN
 14711 N.E. 29th Place, #101,
 Bellevue, Washington 98007
 425.895.7877 Fax 425.885.7963

JOB NO. 05129

20060525000929

2171074

SHEET 6 OF 11

SURVEY MAP AND PLANS FOR

dwell ROOSEVELT, A CONDOMINIUM

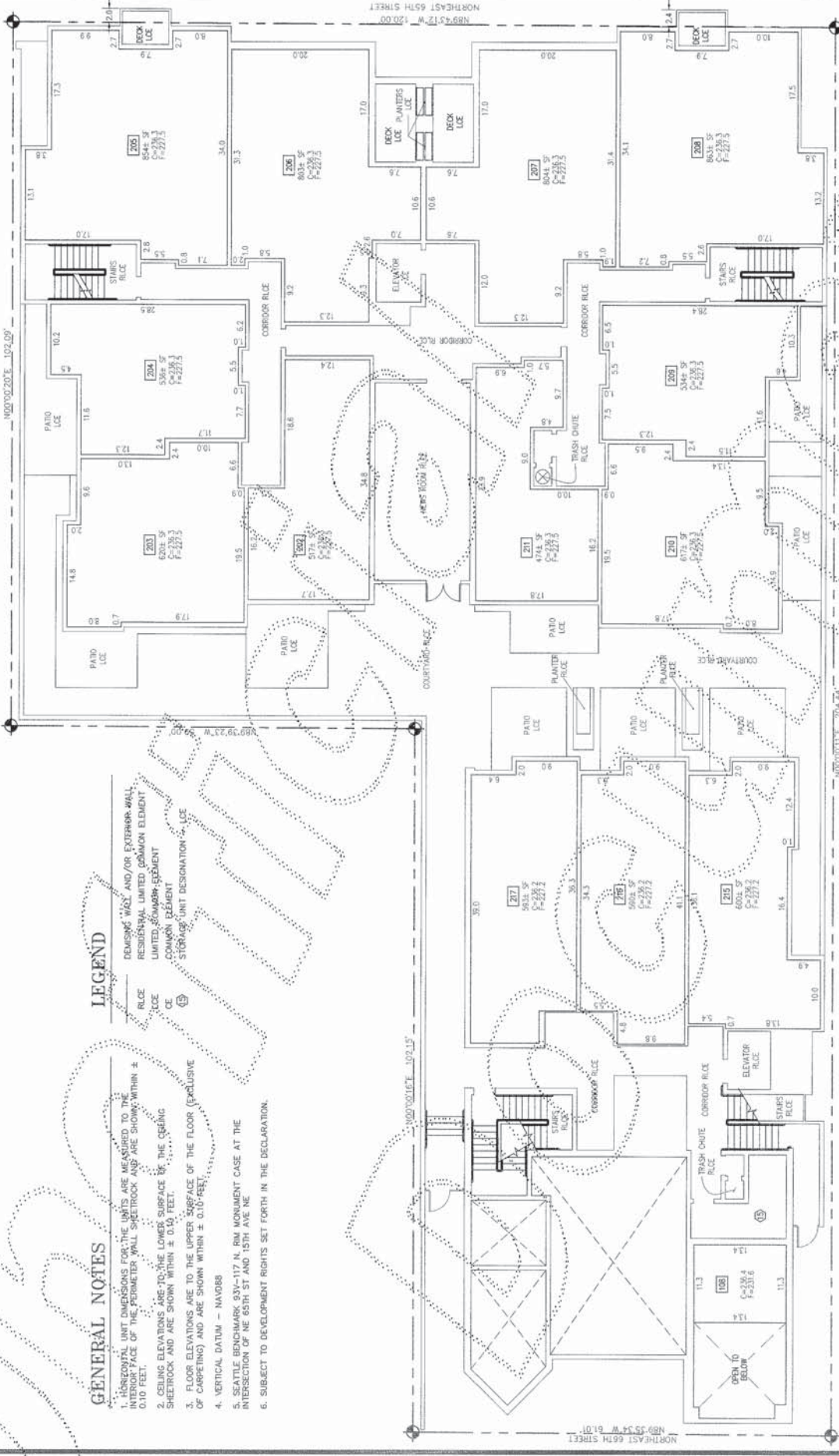
A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

GENERAL NOTES

1. HORIZONTAL UNIT DIMENSIONS FOR THE UNITS ARE MEASURED TO THE INTERIOR FACE OF THE PERIMETER WALL SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING) AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NAVD83
5. SEATTLE BENCHMARK 93V-117 N, RM MONUMENT CASE AT THE INTERSECTION OF THE 65TH ST AND 15TH AVE NE
6. SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.

LEGEND

- DEMISING WALL AND/OR EXTERIOR WALL
- RESIDENTIAL LIMITED COMMON ELEMENT
- UNITED COMMON ELEMENT
- COMMON ELEMENT
- STORAGE UNIT DESIGNATION



LEVEL L2



CORE DESIGN
 14711 NE 29th Place, #101
 Bellevue, Washington 98007
 425.865.7877 Fax 425.885.7963

JOB NO. 05129

20060525000929

2/7/05

SHEET 7 OF 11

SURVEY MAP AND PLANS FOR

dwell ROOSEVELT, A CONDOMINIUM

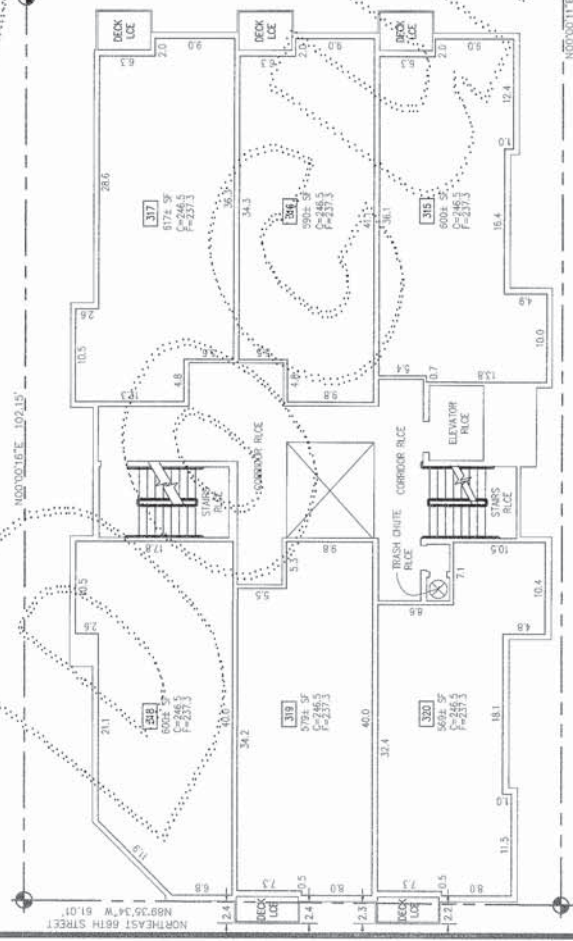
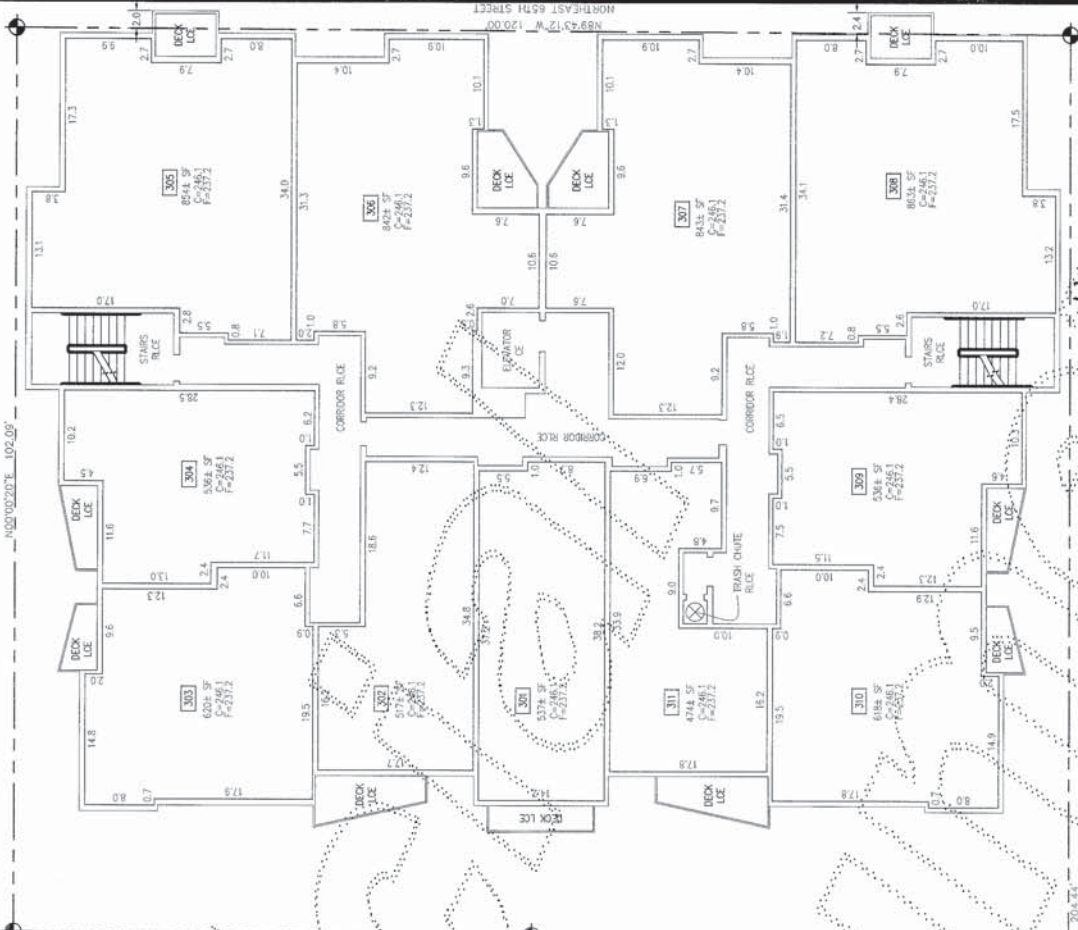
A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

GENERAL NOTES

- HORIZONTAL UNIT DIMENSIONS FOR THE UNITS ARE MEASURED TO THE FACE OF THE PERIMETER WALL. SREEROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
- CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SREEROCK AND ARE SHOWN WITHIN ± 0.1 FEET.
- FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING) AND ARE SHOWN WITHIN ± 0.10 FEET.
- VERTICAL DATUM - NAVD83
- SEATTLE BENCHMARK 53V-117 N. RM MONUMENT CASE AT THE INTERSECTION OF THE 65TH ST. AND 15TH AVE NE
- SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.

LEGEND

- DEMISING WALL AND/OR EXTERIOR-WALL RESIDENTIAL LIMITED COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT
- RICE
- LOCE
- CE



LEVEL L3



CORE DESIGN

14711 NE 30th Place, #101
Bellevue, Washington, 98007
425.865.7677 Fax 425.865.7963



JOB NO. 05129

SURVEY MAP AND PLANS FOR

dwELL ROOSEVELT, A CONDOMINIUM

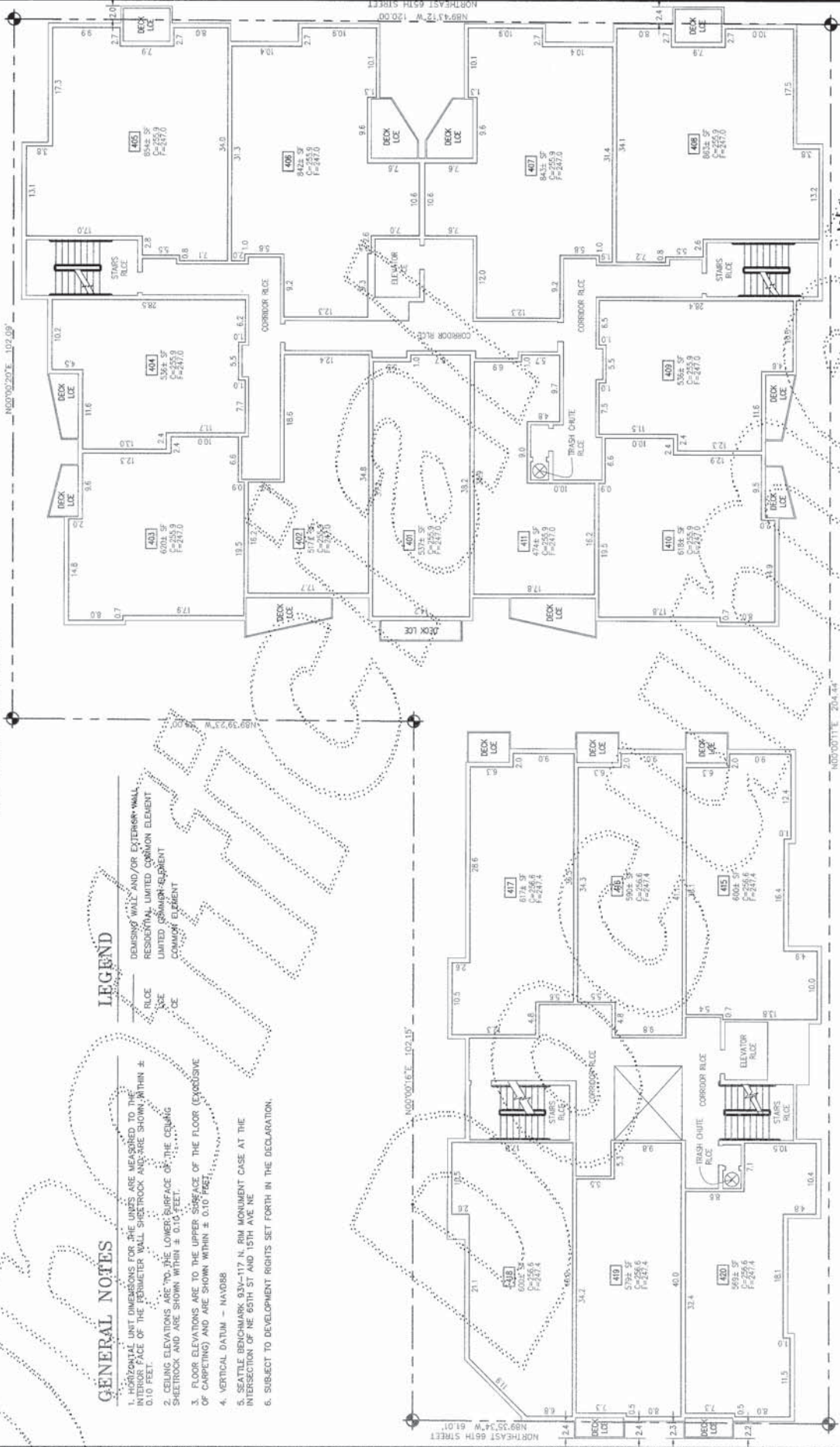
A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

GENERAL NOTES

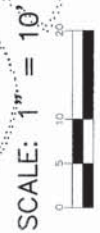
- HORIZONTAL UNIT DIMENSIONS FOR THE UNITS ARE MEASURED TO THE INTERIOR FACE OF THE PERIMETER WALL SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
- CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
- FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCEPTIVE OF CARPETING) AND ARE SHOWN WITHIN ± 0.10 FEET.
- VERTICAL DATUM - NAVD83
- SEATTLE BENCHMARK 93V-117 N. RM MONUMENT CASE AT THE INTERSECTION OF NE 65TH ST AND 15TH AVE NE
- SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.

LEGEND

- DEMISING WALL AND/OR EXTERIOR WALL
- RESIDENTIAL LIMITED COMMON ELEMENT
- UNITED COMMON ELEMENT
- COMMON ELEMENT
- RICE
- WALL
- CEILING
- FLOOR
- DECK LOC
- STAIRS
- ELEVATOR
- TRASH CHUTE
- CORRIDOR
- ILLUMINATOR



LEVEL L4



CORE DESIGN
 34711 N.E. 29th Place, #101
 Bellevue, Washington 98007
 425.885.7877 Fax 425.885.7963

JOB NO. 05129

2/17/077

20060525000929

SHEET 9 OF 11

SURVEY MAP AND PLANS FOR

dwELL ROOSEVELT, A CONDOMINIUM

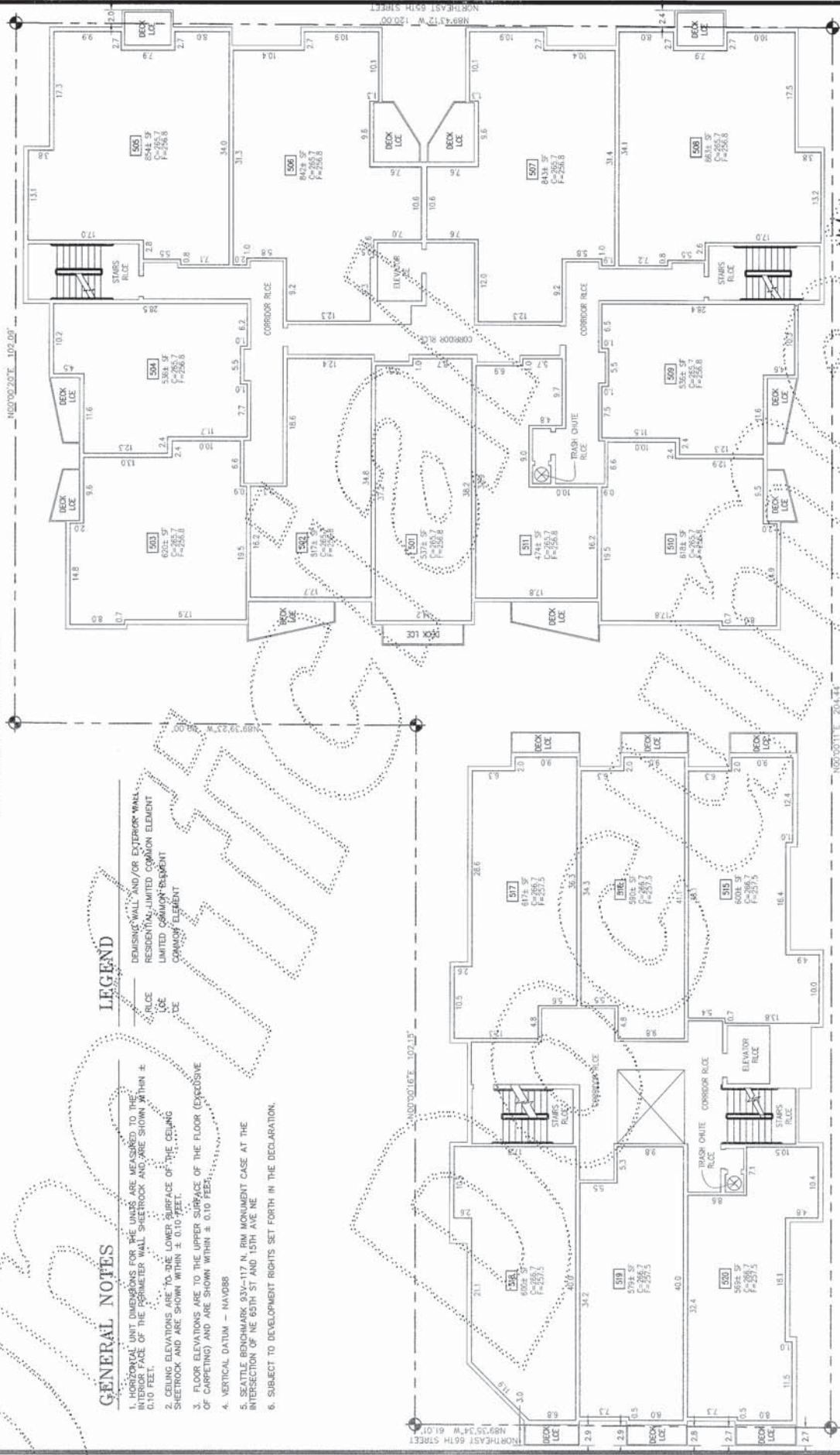
A PORTION OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

GENERAL NOTES

1. HORIZONTAL UNIT DIMENSIONS FOR THE UNITS ARE MEASURED TO THE INTERIOR FACE OF THE FORMER WALL, SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCEPTIVE OF CARPETING) AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NAVD83
5. SEATTLE BENCHMARK 93V-117 N, R/W MONUMENT CASE AT THE INTERSECTION OF NE 65TH ST AND 15TH AVE NE
6. SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.

LEGEND

- DEMISING WALL AND/OR EXTERIOR WALL
- RESIDENTIAL-LIMITED COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT
- RICE
- LOCE
- LOCE



LEVEL L5

SCALE: 1" = 10'



CORE DESIGN

142711 NE 29th Place, #108
Bellevue, Washington 98007
425.685.7877 Fax 425.685.7963

JOB NO. 05129

dwell ROOSEVELT, A CONDOMINIUM

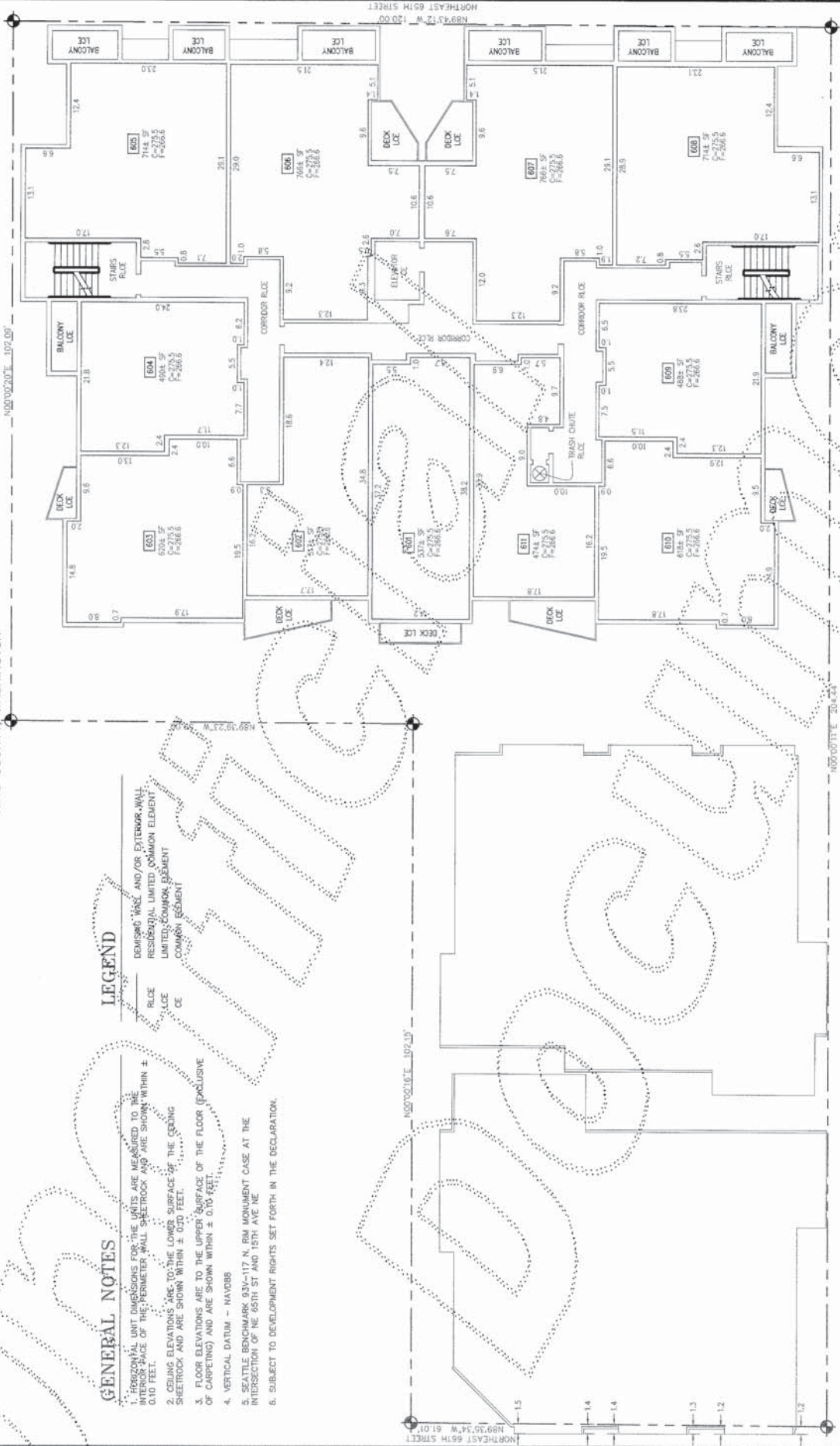
A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

GENERAL NOTES

1. EXISTING UNIT DIMENSIONS FOR THE UNITS ARE MEASURED TO THE INTERIOR FACE OF THE PERIMETER WALL, SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEETROCK AND ARE SHOWN WITHIN ± 0.05 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING) AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NAVD83
5. SEATTLE BENCHMARK, 934-117 N. 8th MONUMENT CASE AT THE INTERSECTION OF NE 65TH ST AND 15th AVE NE
6. SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.

LEGEND

- DOMESTIC WARE, AND/OR EXTERIOR WALL
- RESIDENTIAL LIMITED COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT
- COMMON ELEMENT



LEVEL L6

SCALE: 1" = 10'



CORE
DESIGN

14711 NE 39th Place #101
Bellevue, Washington 98007
425.865.7877 Fax 425.865.7963

JOB NO. 05129

20060525000929

217/079

SHEET 11 OF 11

SURVEY MAP AND PLANS FOR

dwell ROOSEVELT, A CONDOMINIUM

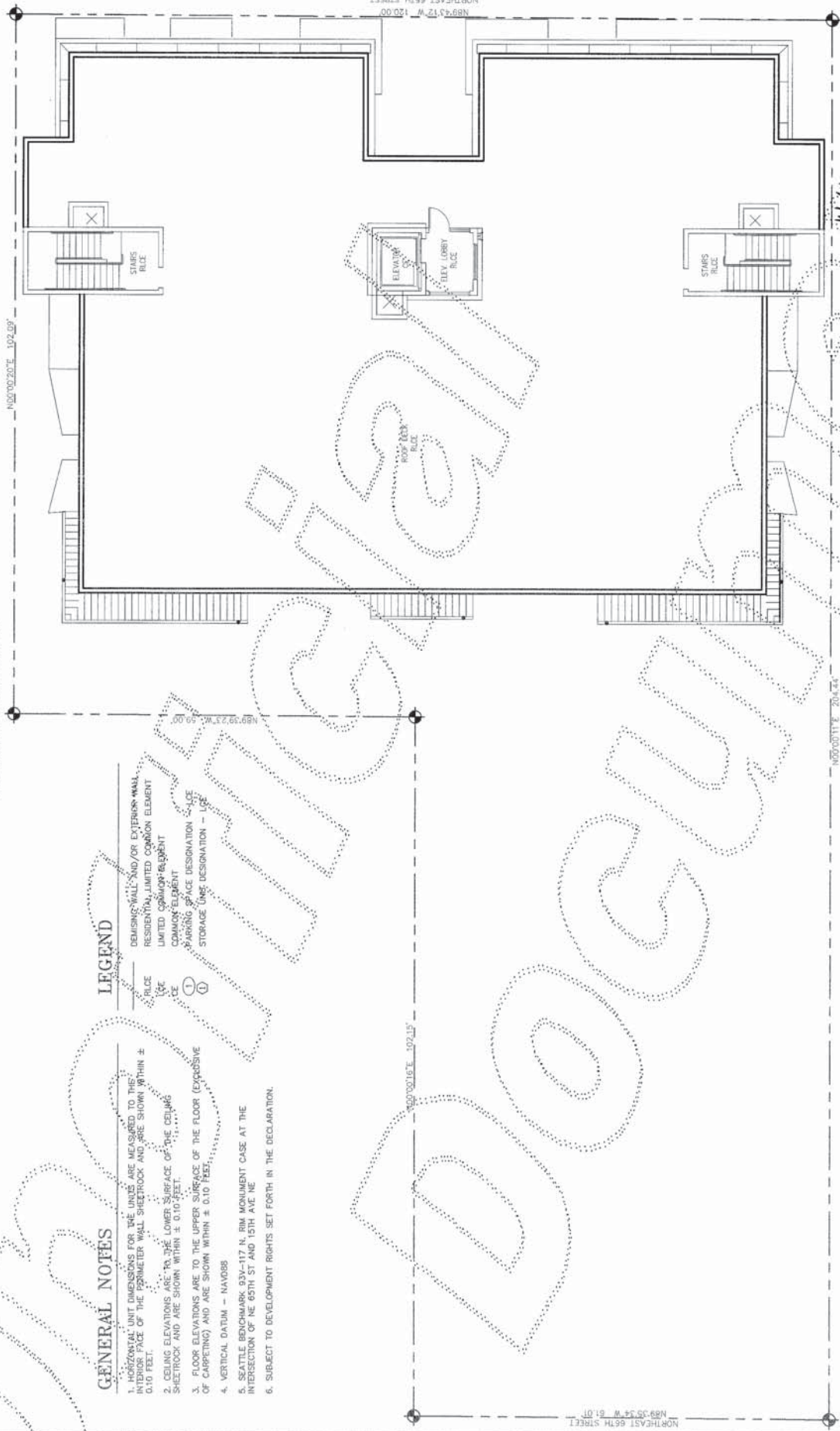
A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

GENERAL NOTES

1. HORIZONTAL UNIT DIMENSIONS FOR THE UNITS ARE MEASURED TO THE INTERIOR FACE OF THE PERIMETER WALL SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEETROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXPANSIVE OF CARPETING) AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NAVD83
5. SEATTLE BENCHMARK 93V-117 N. RIM MONUMENT CASE AT THE INTERSECTION OF NE 65TH ST AND 15TH AVE NE
6. SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.

LEGEND

- DIMENSION WALL AND/OR EXTERIOR WALL
- RESIDENTIAL LIMITED COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT
- PARKING SPACE DESIGNATION - 4-102
- STORAGE UNIT DESIGNATION - 102



ROOF LEVEL

SCALE: 1" = 10'



CORE DESIGN
 142711 NE 29th Place, #101
 Bellevue, Washington 98007
 425.852.8777 Fax 425.885.7963

JOB NO. 05129

Foster Pepper PLLC
Attention: Jamie M. Goodwin
1111 Third Avenue, Suite 3400
Seattle, Washington 98101-3299



20070205002147

CHICAGO TITLE AMDCN 35.00
PAGE 001 OF 004
02/05/2007 14:05
KING COUNTY, WA

AMENDMENT NO. 1 TO CONDOMINIUM DECLARATION
FOR dwell ROOSEVELT, A CONDOMINIUM

Grantor/Declarant: 1026 NE 65TH LLC, a Washington limited liability company
Additional names on pg. N/A

Grantee: dwell ROOSEVELT, a condominium
Additional names on pg. N/A

(4)
\$36

Legal Description: dwell ROOSEVELT, a condominium per Condominium Declaration
recorded under King County Recording No. 20060525000930
Official legal description same

Assessor's Tax Parcel ID#: 365870 0105, 365870 0100, 365870 0090, 365870 0030, 365870 0025

Reference # (if applicable): 20060525000929, 20060525000930, **20070205002146**
Additional numbers on pg. N/A

FILED BY CHICAGO TITLE INSURANCE CO.

REF.# W-07-7006-13

DEPARTMENT OF ASSESSMENTS
Examined and approved this _____ day of _____, 2006

Assessor

Deputy Assessor

AMENDMENT NO. 1 TO CONDOMINIUM DECLARATION
FOR dwell ROOSEVELT, A CONDOMINIUM

The undersigned Declarant of dwell ROOSEVELT, a condominium created under Condominium Declaration recorded under King County Recording No. 20060525000930, (the "Declaration") and Survey Map and Plans filed under King County Recording No. 20060525000929 (the "Survey Map and Plans"), with the consent of the President of the dwell ROOSEVELT Owners Association, desiring to reflect the final as-built configuration and number of parking spaces and storage areas in the Condominium, hereby:

1. Amends the Declaration by deleting Section 8.1 in its entirety, and inserting the following new Section 8.1 in its stead:

Section 8.1 Garage Parking and Storage; Allocation to Units. There are 103 parking spaces (10 of which are tandem) and 19 storage areas in the Condominium, which are identified by number in the Survey Map and Plans. The parking spaces and storage areas shall be assigned as Limited Common Elements to specific Units in Schedule D or by amendment to Schedule D signed only by the Declarant. The Declarant's right to assign unassigned parking spaces and storage areas shall terminate on the earlier of two years after it has conveyed all Units or five years after the date of recording this Declaration, at which time any unassigned parking spaces and storage areas shall become Common Elements subject to regulation by the Board. The Declarant also reserves the right to designate parking spaces and storage areas as Common Elements by amendment to Schedule D.

2. References Amendment No. 1 to the Survey Map and Plans recorded under King County Recording No. 20070205002146

DATED: January 30, 2007

1026 NE 65TH LLC, a Washington limited liability company

By: G/G ROOSEVELT LLC, a Washington limited liability company, Its Manager

By: Frederick W. Grimm
Frederick W. Grimm, Its Manager

CONSENTED TO BY:

dwell ROOSEVELT OWNERS ASSOCIATION

By: Haidn Foster
[Signature], President

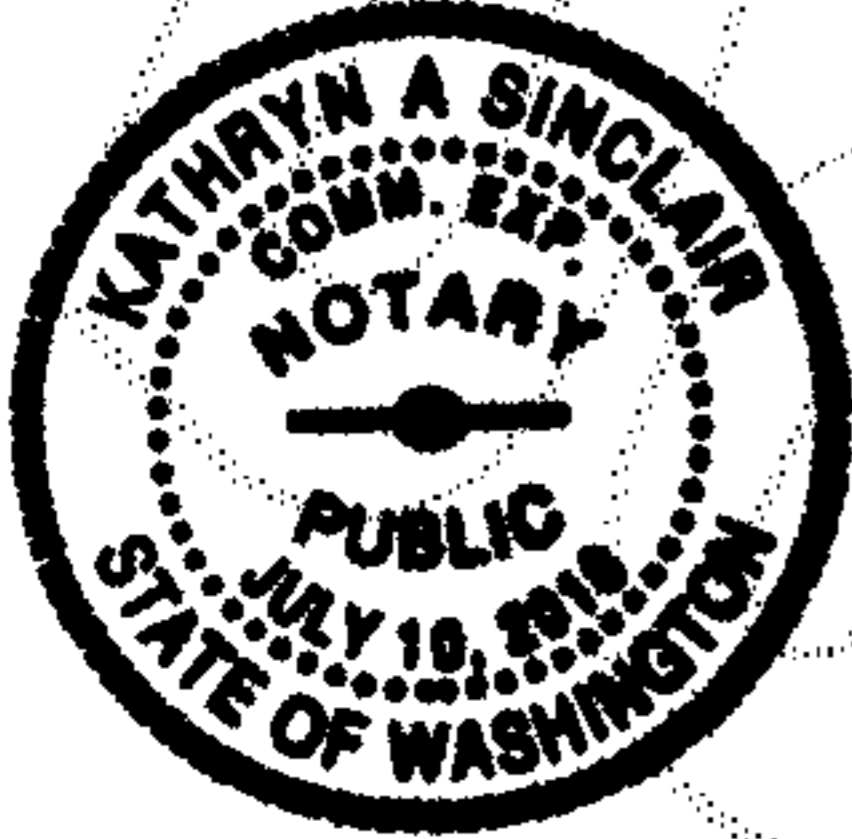
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Haidn Foster signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of dwell ROOSEVELT OWNERS ASSOCIATION, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 17th day of January, 2006.

[Signature]
(Signature of Notary)

Kathryn Sinclair
(Legibly Print or Stamp Name of Notary)



Notary public in and for the State of Washington, residing at Seattle, WA
My appointment expires July 10, 2010

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Frederick W. Grimm is the person who appeared before me, that said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of G/G ROOSEVELT LLC, a Washington limited liability company, as the Manager of 1026 NE 65TH LLC, 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 this 11th day of December, 2006.



Rebecca Marie Hockert

(Signature of Notary)

Rebecca Marie Hockert

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of
Washington, residing at Everett
My appointment expires 5/5/2010

FIRST AMENDMENT TO SURVEY MAP AND PLANS FOR dwell ROOSEVELT, A CONDOMINIUM

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

DECLARATION

THE UNDERSIGNED DECLARANT DECLARES THE AMENDMENTS DESCRIBED BELOW TO THE SURVEY MAP AND PLANS FOR DWELL ROOSEVELT, A CONDOMINIUM, KING COUNTY RECORDING NO. 2006020000958 AND AFFIDAVIT OF CORRECTION RECORDED UNDER RECORDING NO. 2006020000958 PURSUANT TO RIGHTS RESERVED TO IT IN THE DECLARATION FOR DWELL ROOSEVELT, A CONDOMINIUM, KING COUNTY RECORDING NO. 2006060500930, AND FOR 64-34-236: # 20070205002146

- DETAIL 1, AMENDING SHEETS 3 OF THE PRIOR SURVEY, SHOWS THE NEW STORAGE AREAS 14, 16, 17, 18, 19, 20, 21 AND REMOVES THE PREVIOUS STORAGE AREA 12.
- DETAIL 1, AMENDING SHEET 3 OF THE PRIOR SURVEY, ALSO ADDS A BUILDING STORAGE COMMON ELEMENT.
- DETAIL 1, AMENDING SHEETS 3 OF THE PRIOR SURVEY, ALSO REMOVES PARKING SPACES 72-76, AND 104 AND RENUMBERS SPACES 99-103, AND 105-109 OF THE PRIOR SURVEY.
- DETAIL 2, AMENDING SHEET 4 OF THE PRIOR SURVEY, REMOVES STORAGE AREA 4 OF THE PRIOR SURVEY.
- DETAIL 3, AMENDING SHEET 5 OF THE PRIOR SURVEY, REMOVES STORAGE AREA 3 OF THE PRIOR SURVEY.

THIS DECLARATION IS MADE SOLELY TO SATISFY THE REQUIREMENTS OF THE WASHINGTON CONDOMINIUM ACT, CHAPTER 64.34 RCW, AND NOT FOR ANY PUBLIC PURPOSE.

DECLARANT

1026 NE 26TH LLC
A WASHINGTON LIMITED LIABILITY COMPANY

Frederick W. Grimm
Manager

STATE OF Washington
COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Frederick W. Grimm IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT SAID PERSON SIGNED THIS INSTRUMENT, OR IN-WITNESSED THEREOF, AND THAT SAID PERSON WAS AUTHORIZED TO SIGN THIS INSTRUMENT, OR IN-WITNESSED THEREOF, AS AN AGENT OF THE UNDERSIGNED NE 65TH LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 20th DAY OF January, 2008.
SIGNATURE: Rebecca Marie Hochert
NAME (PRINT): Rebecca Marie Hochert
RESIDING AT: Everett
MY APPOINTMENT EXPIRES: 5/5/2010

SURVEYOR'S CERTIFICATE

HEREBY CERTIFY THAT THE AMENDMENT TO SURVEY MAP AND PLANS FOR DWELL ROOSEVELT, A CONDOMINIUM, IS TO THE EXTENT REQUIRED BY RCW 64.34.230, BASED ON A FIELD SURVEY. THAT THE COORDINATES AND DISTANCES ARE SHOWN CORRECTLY HEREON, THAT THE LOCATION OF THE UNIT BOUNDARIES, AS BUILT, ARE CORRECT, THAT ALL IMPROVEMENTS ARE SUBSTANTIALLY COMPLETE AND ACCURATELY SHOWN HEREON, AND THAT THIS AMENDMENT IS SUBMITTED TO ME BY RCW 64.34.230 FOR THIS AMENDMENT IS CORRECTLY SHOWN, AND I HAVE FULLY COMPLIED WITH ALL APPLICABLE STATUTES AND REGULATIONS.



Kevin J. Vanderzanden
KEVIN J. VANDERZANDEN
LICENSED SURVEYOR
LICENSE NO. 14787
STATE OF WASHINGTON

STATE OF WASHINGTON
COUNTY OF KING

ON THIS DAY PERSONALLY APPEARED BEFORE ME, KEVIN J. VANDERZANDEN, TO ME KNOWN TO BE THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 20th DAY OF January, 2008.
SIGNATURE: *Leanne B. Wight*
NAME (PRINT): Leanne B. Wight
RESIDING AT: Sumner, WA
MY APPOINTMENT EXPIRES: September 20, 2008



DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS 21st DAY OF Feb, 2007
ASSESSOR: *Dianne Murdoch*
DEPUTY ASSESSOR

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF Chicago Title, THIS 5 DAY OF Feb, 2007 AT 10:00 O'CLOCK, P.M., IN VOLUME 238 OF CONDOMINIUMS, PAGES 061 to 067, UNDER RECORDING NO. 20070205002146 OF KING COUNTY, WASHINGTON.

MANAGER: *Sue Berglund*
by SUPERINTENDENT OF RECORDS *bj dc*



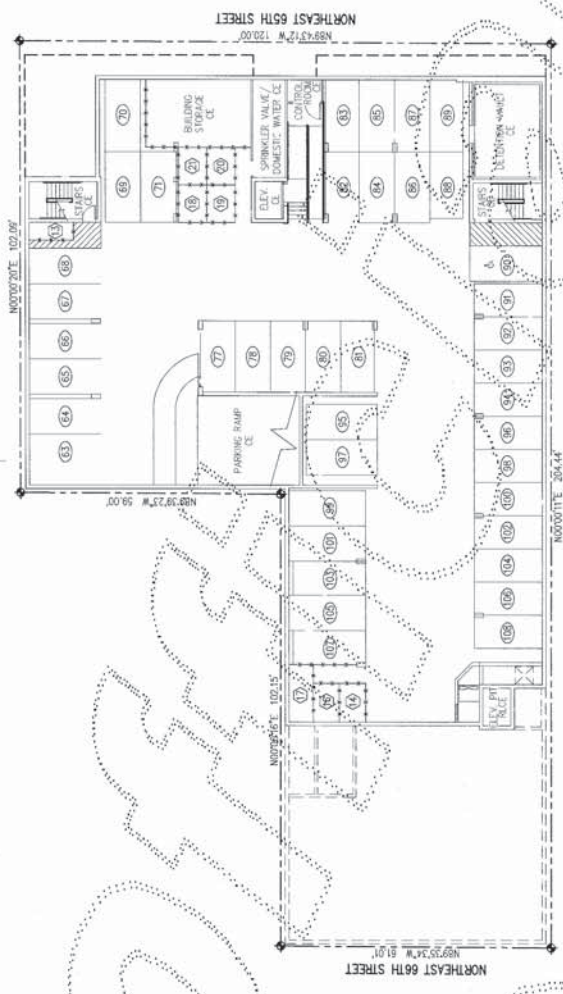
14711 NE 29th Place, #101
Bellevue, Washington 98007
425.865.7877 Fax 425.865.7963

228/068

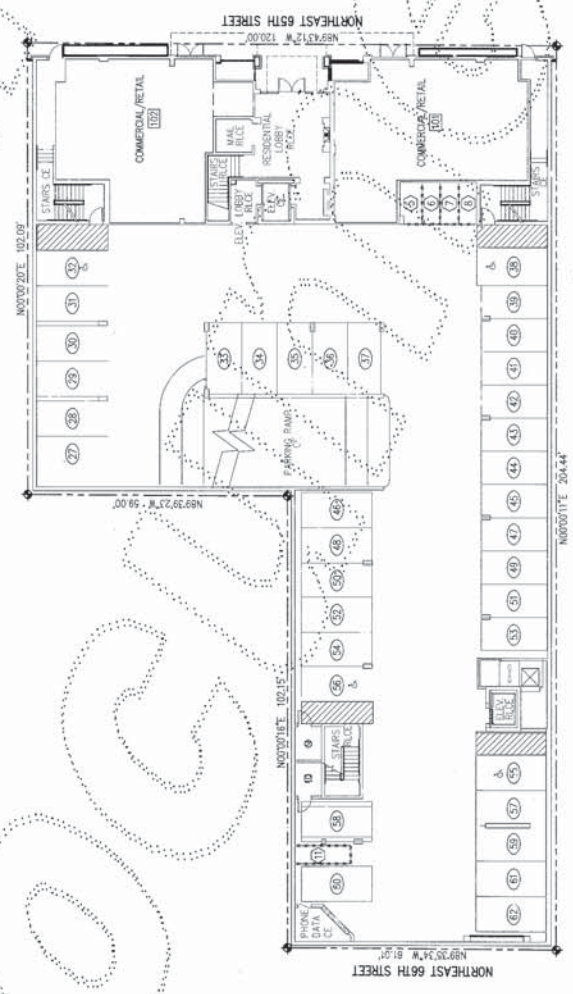
FIRST AMENDMENT TO SURVEY MAP AND PLANS FOR

dwell ROOSEVELT, A CONDOMINIUM

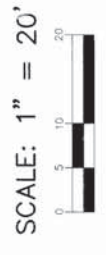
A PORTION OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON



DETAIL 1 - AMENDS SHEET 3 OF 11



DETAIL 2 - AMENDS SHEET 4 OF 11



LEGEND

- CE COMMON ELEMENT
- LCE LIMITED COMMON ELEMENT
- RCE RESIDENTIAL LIMITED COMMON ELEMENT
- SP PARKING SPACE DESIGNATION - LCE
- STP STORAGE UNIT DESIGNATION - LCE



15967
 174711 NE 26th Place, #198
 Bellevue, WA 98007
 425.8852877 Fax 425.885.7963



228/069

FIRST ADVERTISEMENT TO SURVEY MAP AND PLANS FOR

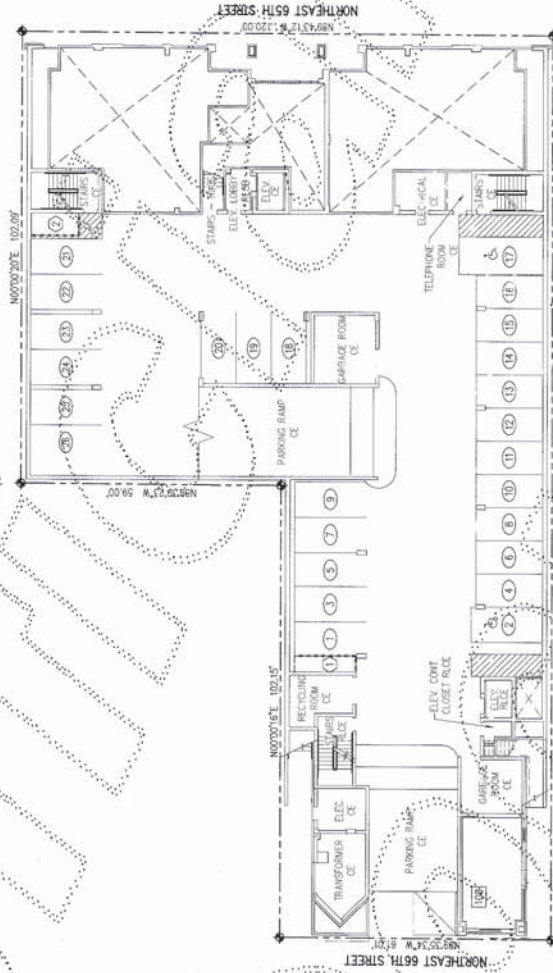
dwell ROOSEVELT, A CONDOMINIUM

A PORTION OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON



LEGEND

CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
RCE	RESIDENTIAL LIMITED COMMON ELEMENT
(P)	PARKING SPACE DESIGNATION - LCE
(S)	STORAGE UNIT DESIGNATION - LCE



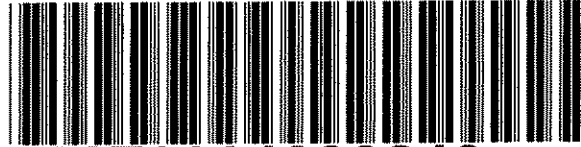
DETAIL 3 - AMENDS SHEET 5 OF 11



34211 N.E. 28th Place, #101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

JOB NO. 05129

Foster Pepper PLLC
Attention: Jamie M. Goodwin
1111 Third Avenue, Suite 3400
Seattle, Washington 98101-3299



20071114000240
CHICAGO TITLE AMDCN 44.00
PAGE001 OF 005
11/14/2007 09:50
KING COUNTY, WA

AMENDMENT NO. 2 TO CONDOMINIUM DECLARATION
FOR dwell ROOSEVELT, A CONDOMINIUM

Grantor/Declarant: 1026 NE 65TH LLC, a Washington limited liability company

Grantee: dwell ROOSEVELT, a condominium

Legal Description: dwell ROOSEVELT, a condominium per Condominium Declaration
recorded under King County Recording No. 20060525000930
Official legal description same

Assessor's Tax Parcel ID#: 365870 0105, 365870 0100, 365870 0090, 365870 0030, 365870 0025

Reference # (if applicable): 20060525000929, 20060525000930, 20070205002147,
20070205002146
Additional numbers on pg. N/A

FILED BY CHICAGO TITLE INSURANCE CO.

REF.# W07-7162-18

DEPARTMENT OF ASSESSMENTS
Examined and approved this _____ day of
_____, 2007



Assessor

Deputy Assessor

AMENDMENT NO. 2 TO CONDOMINIUM DECLARATION
FOR dwell ROOSEVELT, A CONDOMINIUM

The undersigned Declarant of dwell ROOSEVELT, a condominium created under Condominium Declaration recorded under King County Recording No. 20060525000930, as amended by Amendment No. 1 thereto recorded under King County Recording No. 20070205002147 (as amended, the "Declaration") and Survey Map and Plans filed under King County Recording No. 20060525000929, as amended by First Amendment to Survey Map and Plans filed under King County Recording No. 20070205002146 (the "Survey Map and Plans"), desiring to reflect the final as-built configuration of storage areas in the Condominium and to assign parking spaces and storage areas to Units in the Condominium, hereby:

1. Amends Schedule D to the Declaration in its entirety, as attached hereto; and
2. References Amendment No. 2 to the Survey Map and Plans filed under King County Recording No. 20071114000239.

DATED: November 6, 2007.

1026 NE 65TH LLC, a Washington limited liability
company

By G/G ROOSEVELT LLC, a Washington
limited liability company, Its Manager

By Frederick W. Grimm
Frederick W. Grimm, Its Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Frederick W. Grimm is the person who appeared before me, that said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of G/G ROOSEVELT LLC, a Washington limited liability company, as the Manager of 1026 NE 65TH LLC, 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 this 4th day of November, 2007.



Cory M Bryan
(Signature of Notary)
Cory M BRYAN
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of
Washington, residing at Mountlake Terrace
My appointment expires 7/12/11

Schedule D

dwell ROOSEVELT, A CONDOMINIUM

Garage Parking and Storage Assignments

Building	Unit #	Parking ¹	Storage
A	101	19, 20	
A	102	18, 46	
A	108	1	1
A	202	90	13
A	203	86, 87	
A	204	65	
A	205	66, 98	
A	206	67, 82, 83	
A	207	45	8
A	208	80	
A	209	17	
A	210	13	
A	211	63	14
B	215	10	15
B	216	7	
B	217	5	
A	301	103	
A	302	12	
A	303	101	6
A	304	34	
A	305	30	
A	306	106, 108	
A	307	104	
A	308	105	
A	309	14	
A	310	15	
A	311	95	
B	315	27	
B	316	2	
B	317	51	5
C	318	54	
C	319	60	11
C	320	47	9
A	401	100	
A	402	91	
A	403	92	
A	404	93	
A	405	94	
A	406	44, 96	
A	407	88, 89	
A	408	69, 70, 71	21
A	409	43	

Building	Unit #	Parking ¹	Storage
A	410	37	16
A	411	78	
B	415	8	
B	416	53	
B	417	49	
C	418	62	
C	419	61	
C	420	59	
A	501	42	
A	502	41	
A	503	81	
A	504	64	20
A	505	28, 97	19
A	506	9, 26	17
A	507	31, 32	4
A	508	55, 77, 107	
A	509	40	
A	510	16	
A	511	39	
B	515	6	7
B	516	48	
B	517	52	
C	518	57	
C	519	50, 56	
C	520	3	
A	601	33	
A	602	79	
A	603	25	
A	604	35	
A	605	23, 24	
A	606	84, 85	18
A	607	22	
A	608	29, 38	
A	609	58	10
A	610	21	2
A	611	68	

^{1/}Parking Spaces 4, 11, 36, 99 and 102 will be assigned to Units or designated as common elements by amendment to the Declaration signed only by the Declarant.

SECOND AMENDMENT TO SURVEY MAP AND PLANS FOR

dwell ROOSEVELT, A CONDOMINIUM

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON

DECLARATION

THE UNDERSIGNED DECLARANT DECLARES THE AMENDMENTS DESCRIBED BELOW TO THE SURVEY MAP AND PLANS FOR DWELL ROOSEVELT, A CONDOMINIUM, KING COUNTY, WASHINGTON, RECORDING NO. 200702050002146, PURSUANT TO RIGHTS GRANTED UNDER RECORDING NO. 200702050002146, AS AMENDED UNDER RECORDING NO. 200702050002147 AND RECORDING NO. 200702050002148 AS AMENDED UNDER RECORDING NOS. 200702050002147 AND 200702050002148.

THIS AMENDMENT AMENDING SHEET 1 OF THE PRIOR SURVEY, SHOWS THE NEW STORAGE AREA NUMBER 4.

THIS DECLARATION IS MADE SOLELY TO SATISFY THE REQUIREMENTS OF THE WASHINGTON CONDOMINIUM ACT, CHAPTER 64.34 RCW, AND NOT FOR ANY PUBLIC PURPOSE.

DECLARANT:

1026 NE 26TH LLC
A WASHINGTON LIMITED LIABILITY COMPANY

Richard W. Hunter
Manager

STATE OF Washington
COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SUFFICIENT EVIDENCE THAT Richard W. Hunter IS THE PERSON WHO EXECUTED THIS INSTRUMENT, ON OATH, STATED THAT SAID PERSON WAS AUTHORIZED TO EXECUTE THE INSTRUMENT, AND ACKNOWLEDGED IT AS THE Manager OF 1026 NE 26TH LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE owner OF THE USES AND PURPOSES INTENDED IN THIS INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 7 DAY OF November, 2007.

SIGNATURE: Richard W. Hunter

NAME (PRINT): Richard W. Hunter

NOTARY PUBLIC IN AND FOR THE STATE OF Washington

MY APPOINTMENT EXPIRES: 7/1/11



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS AMENDMENT TO SURVEY MAP AND PLANS FOR DWELL ROOSEVELT, A CONDOMINIUM IS, TO THE EXTENT REQUIRED BY RCW 64.34.232, BASED ON A FIELD SURVEY, THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON, THAT THE LOCATION OF THE LIMITS OF THE SURVEYED TRACTS IS CORRECTLY SHOWN, AND THAT ALL INFORMATION REQUIRED BY RCW 64.34.232 FOR THIS AMENDMENT IS CORRECTLY SHOWN, AND I HAVE FULLY COMPLIED WITH ALL APPLICABLE STATUTES AND REGULATIONS.



R. V. Vardell
R. V. VARDSELL
REGISTERED PROFESSIONAL SURVEYOR
LICENSE NO. 30442
STATE OF WASHINGTON

STATE OF WASHINGTON
COUNTY OF King

ON THIS DAY PERSONALLY APPEARED BEFORE ME, NOTARY UNDERSTANDING TO BE KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE SIGNED THE SAME AS HIS TRUE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 6th DAY OF November, 2007.

SIGNATURE: Marissa B. Wright

NAME (PRINT): Marissa B. Wright

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.

RESIDING AT: Sammamish

MY APPOINTMENT EXPIRES: Sept 20, 2018

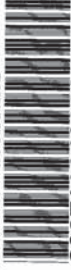


DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS 12 DAY OF Nov, 2007.

ASSESSOR: R. Noble
DEPUTY ASSESSOR: Sianni Munsick

RECORDING CERTIFICATE



20071114000239
100.00

RECORDING NO. 20071114000239
RECORDING DATE 11/12/07 09:30
KING COUNTY, WA

Scott Beaumont
REGISTRAR OF RECORDS

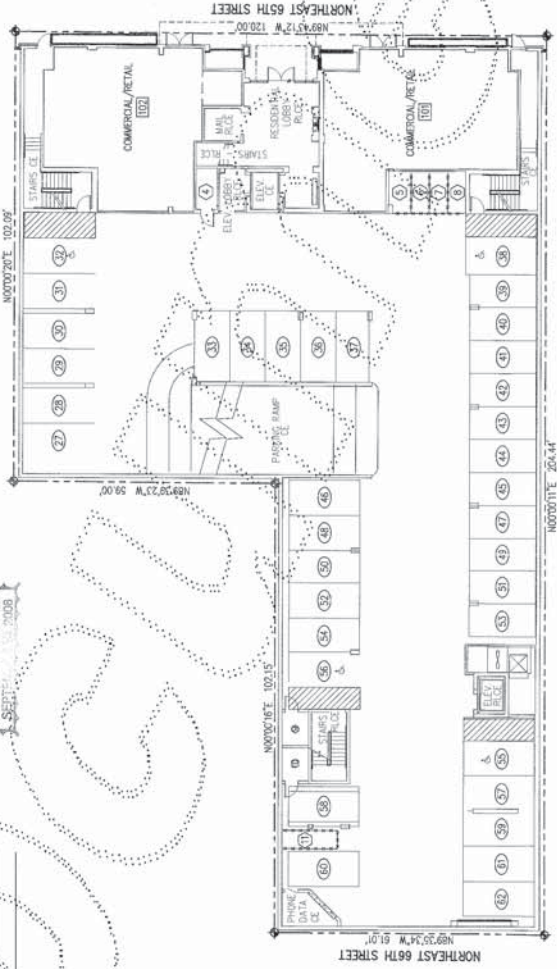
THIS DAY OF _____, 2007
O'CLOCK _____ M., IN VOLUME _____ RECORDS



LEGEND

- CE COMMON ELEMENT
- LCE LIMITED COMMON ELEMENT
- RICE RESIDENTIAL LIMITED COMMON ELEMENT
- PSD PARKING SPACE DESIGNATION - LCE
- STSD STORAGE UNIT DESIGNATION - LCE

SCALE: 1" = 20'



NOTARY 2644

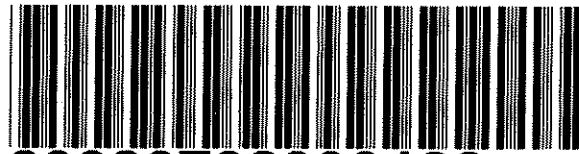
LEVEL P2/L1



14711 N.E. 29th Place, #141
Bellevue, Washington 98007
425.885.7963

JOB NO. 05129

Foster Pepper PLLC
Attention: Jamie M. Goodwin
1111 Third Avenue, Suite 3400
Seattle, Washington 98101-3299



20080702000466

CHICAGO TITLE AMDCN 45.00
PAGE 001 OF 004
07/02/2008 10:58
KING COUNTY, WA

(4) \$46.00

W08-7066-18

AMENDMENT NO. 3 TO CONDOMINIUM DECLARATION
FOR dwell ROOSEVELT, A CONDOMINIUM

Grantor/Declarant: 1026 NE 65TH LLC, a Washington limited liability company

Grantee: dwell ROOSEVELT, a condominium

Legal Description: dwell ROOSEVELT, a condominium per Condominium Declaration
recorded under King County Recording No. 20060525000930
Official legal description same

Assessor's Tax Parcel ID#: 365870 0105, 365870 0100, 365870 0090, 365870 0030, 365870 0025

Reference # (if applicable): 20060525000929; 20060525000930; 20070205002147;
20070205002146; 20071114000239; 20071114000240
Additional numbers on pg. N/A


DEPARTMENT OF ASSESSMENTS

Examined and approved this 2nd day of

July, 2008



Assessor



Deputy Assessor

AMENDMENT NO. 3 TO CONDOMINIUM DECLARATION
FOR dwell ROOSEVELT, A CONDOMINIUM

The undersigned Declarant of dwell ROOSEVELT, a condominium created under Condominium Declaration recorded under King County Recording No. 20060525000930, as amended by Amendment Nos. 1 and 2 thereto recorded under King County Recording Nos. 20070205002147 and 20071114000240 (as amended, the "Declaration") and Survey Map and Plans filed under King County Recording No. 20060525000929, as amended by First Amendment to Survey Map and Plans filed under King County Recording No. 20070205002146 and Second Amendment to Survey Map and Plans filed under King County Recording No. 20071114000239 (the "Survey Map and Plans"), desiring to designate parking spaces as common elements, hereby amends Schedule D to the Declaration in its entirety, as attached hereto.

DATED: June 25, 2008.

1026 NE 65TH LLC, a Washington limited liability company

By G/G ROOSEVELT LLC, a Washington limited liability company, Its Manager

By Frederick W. Grimm
Frederick W. Grimm, Its Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Frederick W. Grimm is the person who appeared before me, that said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of G/G ROOSEVELT LLC, a Washington limited liability company, as the Manager of 1026 NE 65TH LLC, 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 this 25th day of June, 2008.



Cory Bryan
(Signature of Notary)
Cory Bryan
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at Mountlake Terrace
My appointment expires 7/12/11

Schedule D

dwell ROOSEVELT, A CONDOMINIUM

Garage Parking and Storage Assignments

Building	Unit #	Parking ¹	Storage
A	101	19, 20	
A	102	18, 46	
A	108	1	1
A	202	90	13
A	203	86, 87	
A	204	65	
A	205	66, 98	
A	206	67, 82, 83	
A	207	45	8
A	208	80	
A	209	17	
A	210	13	
A	211	63	14
B	215	10	15
B	216	7	
B	217	5	
A	301	103	
A	302	12	
A	303	101	6
A	304	34	
A	305	30	
A	306	106, 108	
A	307	104	
A	308	105	
A	309	14	
A	310	15	
A	311	95	
B	315	27	
B	316	2	
B	317	51	5
C	318	54	
C	319	60	11
C	320	47	9
A	401	100	
A	402	91	
A	403	92	
A	404	93	
A	405	94	
A	406	44, 96	
A	407	88, 89	
A	408	69, 70, 71	21
A	409	43	

Building	Unit #	Parking ¹	Storage
A	410	37	16
A	411	78	
B	415	8	
B	416	53	
B	417	49	
C	418	62	
C	419	61	
C	420	59	
A	501	42	
A	502	41	
A	503	81	
A	504	64	20
A	505	28, 97	19
A	506	9, 26	17
A	507	31, 32	4
A	508	55, 77, 107	
A	509	40	
A	510	16	
A	511	39	
B	515	6	7
B	516	48	
B	517	52	
C	518	57	
C	519	50, 56	
C	520	3	
A	601	33	
A	602	79	
A	603	25	
A	604	35	
A	605	23, 24	
A	606	84, 85	18
A	607	22	
A	608	29, 38	
A	609	58	10
A	610	21	2
A	611	68	

¹Parking Spaces 4, 11, 36, 99 and 102 are designated as common elements.

AFTER RECORDING, RETURN TO:

Barker • Martin, P.S.
719 2nd Avenue, Suite 1200
Seattle, WA 98104

CONFORMED COPY

20101029000071

BARKER MARTIN AMDCN 72.00
PAGE-001 OF 011
10/29/2010 09:29

**AMENDMENT NO. 4
TO THE CONDOMINIUM DECLARATION FOR
dwell ROOSEVELT, A CONDOMINIUM**

GRANTOR(S):	DWELL ROOSEVELT OWNERS ASSOCIATION, a Washington nonprofit corporation
GRANTEE(S):	DWELL ROOSEVELT OWNERS ASSOCIATION, a Washington nonprofit corporation; dwell ROOSEVELT, A CONDOMINIUM; THE GENERAL PUBLIC
LEGAL DESCRIPTION:	dwell ROOSEVELT, A CONDOMINIUM PER CONDOMINIUM DECLARATION RECORDED UNDER KING COUNTY RECORDING NO. 20060525000930, AS AMENDED OF RECORD
TAX PARCEL NO (MASTER):	2137500000
REFERENCE NO(S). OF RELATED DOCUMENTS:	20060525000929; 20060525000930; 20070205002146; 20070205002147; 20071114000239; 20071114000240; 20080702000466

DEPARTMENT OF ASSESSMENTS
Examined and approved this 25th day of Oct '10
[Signature] [Signature]
Assessor Deputy Assessor

**AMENDMENT NO. 4
TO THE CONDOMINIUM DECLARATION FOR
dwell ROOSEVELT, A CONDOMINIUM**

WHEREAS, on May 25, 2006, Declarant recorded a certain Condominium Declaration for dwell ROOSEVELT, a Condominium (the "Condominium"), in the real property records of King County at King County Recorder's ("KCR") No. 20060525000930 (the "Declaration"), along with the Survey Map and Plans for the Condominium, which were recorded under KCR No. 20060525000929 (the "Survey Map"), thereby submitting the real property legally described in the Declaration and Survey Map to the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34, as amended). The Declaration was previously amended by Amendment Nos. 1, 2 and 3 which were recorded at KCR Nos. 20070205002147, 20071114000240 and 20080702000466, respectively. The Survey Map was previously amended by Amendment Nos. 1 and 2 which were recorded at KCR Nos. 20070205002146 and 20071114000239, respectively;

WHEREAS, pursuant to the terms of Declaration Sections 25.1 and 25.2, a majority of the Board of Directors approved the matters set out herein, and, after notice to all of the Owners entitled to vote thereon duly given, not less than sixty-seven percent (67%) of the voting power in the Association consented in writing to the Declaration amendments herein;

WHEREAS, pursuant to the terms of Declaration Section 25.2.1, after thirty (30) days notice to all of the Eligible Mortgagees, if any, duly given by certified or registered mail return receipt requested, not less than fifty-one percent (51%) of Eligible Mortgagees have expressly or impliedly consented to the Declaration amendments herein; and

WHEREAS, as provided in Declaration Section 7.3, a Common Element may be reallocated as a Limited Common Element ("LCE") with the approval of not less than sixty-seven percent (67%) of the Owners, including the Owner of any Unit to which an LCE will be assigned;

WHEREAS, parking spaces 4, 11, 36, 99 and 102 are Common Elements;

WHEREAS, at least sixty-seven percent (67%) of the Owners in the Association, including the Owner of any Unit to which an LCE will be assigned, consented to: (a) the reallocation of the five (5) Common Element parking spaces listed above as LCEs, (b) the assignment of these new LCEs to Units, and (c) the amendment of Schedule D of the Declaration to reflect the assignments of the new LCE parking spaces to individual Units;

WHEREAS, pursuant to Declaration Section 7.3, upon request of an Owner or Owners, LCEs may be reallocated between Units with the approval of the Board;

NOW THEREFORE, the President and Secretary of the Dwell Roosevelt Owners Association (the "Association") certify the Declaration to have been amended in the following particulars:

A. Each of the following Common Element Parking Spaces is hereby reallocated as an LCE:

- Parking Spaces 4, 11, 36, 99 and 102

B. LCE Parking Spaces 4, 11, 36, 99 and 102 are hereby assigned to the following individual Units:

- Parking Space 4 is assigned to Unit B515
- Parking Space 11 is assigned to Unit B517
- Parking Space 36 is assigned to Unit A202
- Parking Space 99 is assigned to Unit A401
- Parking Space 102 is assigned to Unit C319

C. Declaration Schedule D, as attached hereto, is hereby amended to reflect the above assignments.

D. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or the Bylaws of the Association. Except as specifically amended by this instrument, all provisions of the Declaration shall remain in full force and effect.

//////////

DATED this 28 day of August, 2010

DWELL ROOSEVELT OWNERS ASSOCIATION

By: Margaret Moulder
Margaret Moulder, its President

ATTEST: The above amendment was properly adopted.

By: Kelsey Leighton
Kelsey Leighton, its Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of August, 2010, personally appeared before me, Margaret Moulder and Kelsey Leighton, known to me to be the President and Secretary of the DWELL ROOSEVELT OWNERS ASSOCIATION, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument.

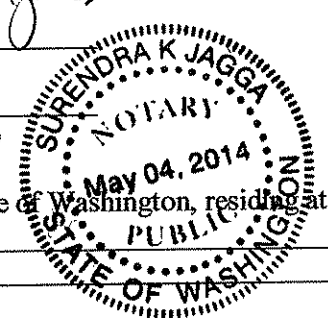
DATED this 28th day of Aug., 2010

[Signature]
(Signature of Notary)

(Print or Stamp Name of Notary)

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

My commission expires: _____



Signatures of Owner(s) Unit B515:

Katharine Schwedhelm
Signature

Katharine Schwedhelm
Print name

Signature

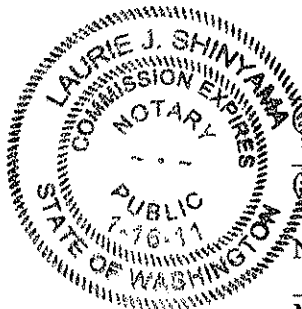
Print name

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 23rd day of September, 2010, personally appeared before me,

Katharine Schwedhelm

known to be the person or persons who signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.



Laurie J. Shinyama
(Signature of Notary)
Laurie J. Shinyama
(Print or Stamp Name of Notary)

Notary Public in and for the State of Washington, residing at

Tacoma
My commission expires: 02-16-11

Signatures of Owner(s) Unit B517:

[Handwritten Signature]
Signature

Kelsey Leighton
Print name

Signature

Print name

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 22nd day of Sept, 2010, personally appeared before me,

KELSEY LEIGHTON

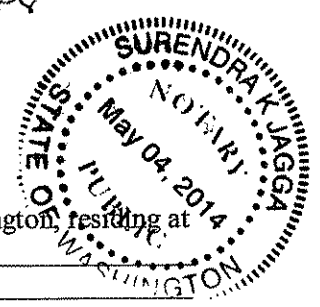
known to be the person or persons who signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

[Handwritten Signature]
(Signature of Notary)

(Print or Stamp Name of Notary)

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

My commission expires: _____



Signatures of Owner(s) Unit A202:

Laurel Andrews
Signature

Laurel Andrews
Print name

Signature

Print name

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 21st day of October, 2010, personally appeared before me,
Laurel Andrews
known to be the person or persons who signed this instrument and acknowledged it to be their
free and voluntary act for the uses and purposes mentioned in this instrument.



Leona J Fite
(Signature of Notary)
Leona J Fite
(Print or Stamp Name of Notary)

Notary Public in and for the State of Washington, residing at
Snohomish WA
My commission expires: 5/29/2012

Signatures of Owner(s) Unit A401:

Mary Wallace
Signature

Mary Wallace
Print name

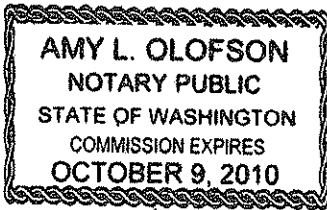
Signature

Print name

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 29th day of September, 2010, personally appeared before me,

Mary Wallace
known to be the person or persons who signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.



Amy L. Olofson
(Signature of Notary)
Amy L. Olofson
(Print or Stamp Name of Notary)

Notary Public in and for the State of Washington, residing at
2828 30th Drive SE, Bothell, WA 98021
My commission expires: 10-09-10

Signatures of Owner(s) Unit C319:

Dina K. Spangenberg
Signature

Dina K. Spangenberg
Print name

Signature

Print name

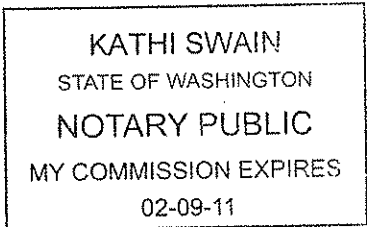
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 12 day of AUGUST, 2010, personally appeared before me,

DINA K. SPANGENBERG
known to be the person or persons who signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Kathi Swain
(Signature of Notary)
KATHI SWAIN
(Print or Stamp Name of Notary)

Notary Public in and for the State of Washington, residing at
SACREDINE
My commission expires: FEB 9, 2011



Schedule D

dwell ROOSEVELT, A CONDOMINIUM

Garage Parking and Storage Assignments

Building	Unit #	Parking	Storage
A	101	19, 20	
A	102	18, 46	
A	108	1	1
A	202	36, 90	13
A	203	86, 87	
A	204	65	
A	205	66, 98	
A	206	67, 82, 83	
A	207	45	8
A	208	80	
A	209	17	
A	210	13	
A	211	63	14
B	215	10	15
B	216	7	
B	217	5	
A	301	103	
A	302	12	
A	303	101	6
A	304	34	
A	305	30	
A	306	106, 108	
A	307	104	
A	308	105	
A	309	14	
A	310	15	
A	311	95	
B	315	27	
B	316	2	
B	317	51	5
C	318	54	
C	319	60, 102	11
C	320	47	9
A	401	99, 100	
A	402	91	
A	403	92	
A	404	93	
A	405	94	
A	406	44, 96	
A	407	88, 89	
A	408	69, 70, 71	21
A	409	43	

Building	Unit #	Parking	Storage
A	410	37	16
A	411	78	
B	415	8	
B	416	53	
B	417	49	
C	418	62	
C	419	61	
C	420	59	
A	501	42	
A	502	41	
A	503	81	
A	504	64	20
A	505	28, 97	19
A	506	9, 26	17
A	507	31, 32	4
A	508	55, 77, 107	
A	509	40	
A	510	16	
A	511	39	
B	515	6, 4	7
B	516	48	
B	517	11, 52	
C	518	57	
C	519	50, 56	
C	520	3	
A	601	33	
A	602	79	
A	603	25	
A	604	35	
A	605	23, 24	
A	606	84, 85	18
A	607	22	
A	608	29, 38	
A	609	58	10
A	610	21	2
A	611	68	

After recording return to:

Joshua Rosenstein
Hanson Baker Ludlow Drumheller P.S.
2229 112th Ave. NE, Suite 200
Bellevue, Washington 98004-5963



20130412001655

HANSON BAKER L AMDCN 75.00
PAGE-001 OF 004
04/12/2013 11:48
KING COUNTY, WA

DEPARTMENT OF ASSESSMENTS
Examined and approved this 12th day of April 2013
LEON HARA Assessor
Therese Han Deputy Assessor

DOCUMENT TITLE	Amendment No. 4 to Condominium Declaration for dwell Roosevelt, a Condominium
REFERENCE NO. OF DOCUMENTS ASSIGNED/RELEASED	20060525000930; 20070205002147; 20071114000240; 20080702000466
GRANTOR	Dwell Roosevelt Owners Association
GRANTEE	Dwell Roosevelt Owners Association
LEGAL DESCRIPTION	Dwell Roosevelt, a Condominium, pursuant to Declaration recorded under King County Recording No. 20060525000930, as amended
ASSESSOR'S PARCEL NO.	213750-0000 (Master number)

**AMENDMENT NO. 4 TO
CONDOMINIUM DECLARATION FOR
dwell ROOSEVELT, A CONDOMINIUM**

This Amendment No. 4 (this "Amendment") amends the Condominium Declaration for Dwell Roosevelt, a Condominium, recorded under King County Recording No. 20060525000930, as amended by Amendment No. 1, recorded under King County Recording No. 20070205002147, Amendment No. 2, recorded under King County Recording No. 20071114000240, and Amendment No. 3, recorded under King County Recording No. 20080702000466 (collectively, the "Declaration").

WHEREAS, the Board of Directors of the Dwell Roosevelt Owners Association (the "Association"), for the purpose of conforming the Declaration to the requirements of FannieMae, FreddieMac, FHA and other mortgagees and guarantors of mortgages, recommended that the Unit Owners of Dwell Roosevelt, a Condominium adopt the Amendment set forth below;

WHEREAS, there are no Eligible Mortgagees of Units within Dwell Roosevelt, a Condominium;

NOW, THEREFORE, the President of the Association hereby certifies that, pursuant to Article 25 of the Declaration, Unit Owners of Dwell Roosevelt, a Condominium to which at least sixty-seven percent (67%) of the votes in the Association are allocated have consented in writing as follows:

1. Amendment. Section 9.3 of the Condominium Declaration for Dwell Roosevelt, a Condominium is hereby deleted in its entirety, and new Section 9.3, in the form set forth on **Exhibit A**, attached hereto, is hereby substituted in its place.

2. Other Provisions. Except as modified specifically herein, all other provisions of the Declaration shall remain in full force and effect.

3. Effective Date. This Amendment shall be effective upon recording.

Dated: April 2nd, 2013.

DWELL ROOSEVELT OWNERS ASSOCIATION,
a Washington nonprofit corporation

By: Susan Parker
Susan Parker, President

CERTIFICATE OF SECRETARY:

The undersigned certifies that she is the Secretary of Dwell Roosevelt Owners Association, and that the foregoing Amendment to the Declaration has been duly adopted by approval of a majority of the Board of Directors and by written consent of Unit Owners of Dwell Roosevelt, a Condominium to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

DWELL ROOSEVELT OWNERS ASSOCIATION,
a Washington nonprofit corporation

By: Katharine Schwedhelm
Katharine Schwedhelm. Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 2nd day of APRIL, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Susan Parker, personally known or having presented satisfactory evidence to be the President of Dwell Roosevelt Owners Association, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Leona J Fite
Print Name: LEONA J FITE
Notary Public in and for the State of Washington,
residing at Snohomish WA
Expiration Date: 5/29/16

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 2nd day of APRIL, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Katharine Schwedhelm, personally known or having presented satisfactory evidence to be the Secretary of Dwell Roosevelt Owners Association, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Leona J Fite
Print Name: LEONA J FITE
Notary Public in and for the State of Washington,
residing at Snohomish WA
Expiration Date: 5/29/16

EXHIBIT A

TEXT OF AMENDED SECTION 9.3 OF DECLARATION FOR DWELL ROOSEVELT, A CONDOMINIUM

Section 9.3 Leases of Units. No lease or rental of a Residential Unit may be for less than the entire Unit. The owner of a Commercial Unit may lease all or any portion of the Commercial Unit for any lawful purpose not prohibited by Section 9.2. All leases or rental agreements for Units shall provide that their terms shall be subject in all respects to the provisions of this Declaration and the Bylaws and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease or rental agreement under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. All leases and rental agreements shall be in writing. Owners of Residential Units shall deliver to the Association copies of all leases and rental agreements for their Units before the tenancy commences. If any lessee or occupant of a Residential Unit violates or permits the violation by his or her guests and invitees of any provisions hereof or of the Bylaws or rules and regulations of the Association, and the Board determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Unit and the Owner thereof to forthwith cease such violations; and if the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice from the Board and an Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorney's fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 16. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise rent his or her Unit.