

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 for 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