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Gordon, Thomas, Honeywell, Malanca,
Peterson & Daheim, P.L.L.C.
P.O. Box 1157
Tacoma, WA 98401-1157
Attn: Stephanie A. Arend

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Document Title(s) (or transactions contained therein):

1. Amended and Restated Condominium Declaration - Sunset Plaza Condominium
- 2.
- 3.

Grantor(s) (Last name first, then first name and initials)

1. Sunset Plaza Condominium Association
- 2.
- 3.
4. ☐ Additional Names on Page _____ of Document.

Grantee(s) (Last name first, then first name and initials)

1. Sunset Plaza Condominium
- 2.
- 3.
4. ☐ Additional Names on Page _____ of Document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

03-20-02

Legal Description on Page 45 of Document.

Reference Number(s) of Documents Assigned or Released:

2979112, 2989801, 8106030242, 9705210289

☐ Additional Reference Numbers on Page _____ of Document.

Assessor's Property Tax Parcel/Account Number

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

For reference only, not for re-sale.

**1998
AMENDED AND RESTATED
CONDOMINIUM DECLARATION**

OF

SUNSET PLAZA CONDOMINIUM

**7313 Skyview Lane North
Tacoma, Washington 98406**

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For reference only, not for re-sale.

**AMENDED AND RESTATED
CONDOMINIUM DECLARATION**

OF

SUNSET PLAZA CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION dated this 3RD day of APRIL, 1998, constitutes the covenants, conditions, restrictions, reservations, limitations and uses of the SUNSET PLAZA CONDOMINIUM (the "Condominium").

WITNESSETH:

WHEREAS, the Sunset Plaza Condominium was created pursuant to the provisions of the Horizontal Property Regimes Act, Chapter 64.32 of the Revised Code of Washington (the "HPR Act");

WHEREAS, the Condominium Declaration of Sunset Plaza Condominium was recorded with the Pierce County Auditor under file number 2979112, as amended by a document recorded with the Pierce County Auditor under file number 2989801, and as further amended by a document recorded with the Pierce County Auditor under file number 8106030242, and as further amended by a document recorded with the Pierce County Auditor under file number 9705210289 (collectively the "Declaration");

WHEREAS, the Condominium survey map for Phase I was recorded with the Pierce County Auditor under file number 2979113 ("Phase I Survey Map") and the Condominium survey map for Phase II recorded with the Pierce County Auditor under file number 8106030243 ("Phase II Survey Map"), (collectively the "Survey Map and Plans");

WHEREAS, the Washington Legislature adopted the Washington Condominium Act, Chapter 64.34 RCW (the "WCA Act"), certain provisions of which apply to the Condominium;

WHEREAS, Article 22, Section 22.1 of the Declaration provides that the Declaration may be amended at a properly called meeting of the Owners if sixty percent (60%) of the Owners by percentage of Ownership (provided said Owners comprise sixty percent (60%) or more by number of the Owners) consent in writing, following adoption by a majority of the Board; and,

WHEREAS, at a meeting properly called and held on the 10th day of MARCH, 1998, not less than sixty percent (60%) of the Owners by percentage of Ownership and not less than sixty percent (60%) of all Owners have consented to amend the Declaration as set forth in this Amended and Restated Declaration;

NOW, THEREFORE, the President and Secretary of the Sunset Plaza Condominium Association certify that this Amended and Restated Declaration has been properly adopted by the necessary percentage of Owners and restates, supersedes and amends in its entirety the Declaration.

1. DEFINITIONS AND INTERPRETATIONS

1.1 Interpretation Consistent with the HPR Act

Words used in this Amended and Restated Declaration shall have the definitions given such words in the HPR Act unless the context indicates otherwise.

1.2 "Person," etc.

When interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The term "mortgage" may be read to include deeds of trust. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

1.3 Captions and Exhibits

Captions given to the various paragraphs and paragraphs are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions of this Amended and Restated Declaration. The various exhibits referred to and attached shall be deemed incorporated by reference as though fully set forth where the reference is made.

1.4 Liberal Construction

The provisions of this Amended and Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Horizontal Property Regime under the provisions of the laws of the State of Washington.

1.5 Covenants Running with Land

This Amended and Restated Declaration shall deem to be a set of covenants running with the land which shall be binding on the Owners, their heirs,

successors and assigns, and all subsequent Owners and tenants of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns.

1.6 Apartment and Building Boundary

In interpreting the Survey Map and Plans, the existing physical boundaries of the buildings and each Apartment as constructed or reconstructed shall be conclusively presumed to be its boundaries.

2. DESCRIPTION OF LAND

The land on which the buildings and improvements provided for in this Amended and Restated Declaration are located is described on Exhibit A.

3. DESCRIPTION OF BUILDINGS AND IMPROVEMENTS

3.1 Apartment Buildings

Each of the buildings is rectangular in shape and is principally constructed of wood. There are a total of fifteen buildings of which fourteen are Apartment buildings and one is the recreational building. The buildings are identified and shown on the Survey Map and Plans.

3.2 Number of Apartments per Building and Location

Building A consists of 16 Apartments. Building K consists of 4 Apartments. All other buildings each consist of 12 Apartments. The addresses of the Apartments in each building of the Condominium, excluding the recreational building, are described on Exhibit B.

3.3 Number of Floors in Each Building

Buildings A and K consist of two floors. Building A has individual basement garages and hobby rooms. The recreational building contains one floor only. All other buildings consist of three floors.

3.4 Common Recreational Facilities and Amenities

The common recreational facilities hereafter described will be for the use and enjoyment of the Condominium and each of the Apartment Owners of the Condominium shall share the expense of maintaining, repairing or replacing such recreational facilities, as set forth more fully in paragraph 12 below. The recreational building consists of a meeting room, mini kitchen, pool and exercise room, jacuzzi room, sauna room, separate men's and women's restrooms, a shower room, and an office. The

Condominium also includes a swimming pool, water feature, rose garden with gazebo, and a tennis court, the locations of which are described on Sheet 2 of the Phase I Survey Map.

3.5 Parking

The parking consists of 16 enclosed garage parking spaces (each of which is assigned to an Apartment in Building A), 138 open parking spaces, and 163 carports ("parking spaces"). Parking spaces 286 to 289 which were described on Sheet 2 of the Phase I Survey Map as open parking spaces were constructed as carports. The locations and type of parking spaces are described on the Survey Map and Plans.

4. DESCRIPTION OF APARTMENTS, AREA AND NUMBER OF ROOMS

4.1 Apartment Location

Each Apartment is identified by a building letter and a number. The Apartment number is the building letter and a number as shown on the Survey Map and Plans. The location of each Apartment of Phase I is described in Sheets 3 through 10 of the Phase I Survey Map. The location of each Apartment of Phase II is described on Sheets 3 through 8 of the Phase II Survey Map.

4.2 Apartment Description

The Apartments are described on Exhibit C, which includes the Apartment number of each Apartment, and a statement of its location, approximate area, and number of rooms.

5. ACCESS

5.1 Access to Common Ways

Each Apartment has access to the common Condominium stairways, walkways, hallways, and driveways as more fully described on the Survey Map and Plans.

5.2 Access to Streets

The common areas have direct access to North 7th Street and Skyline Drive.

6. DESCRIPTION OF COMMON AREAS AND FACILITIES; CERTAIN ITEMS MAY BE MADE OWNER'S RESPONSIBILITY

A. Except as otherwise specifically reserved, assigned or limited by the provisions of paragraph 6B, the common areas and facilities consist of all parts of the

Property, including the buildings, except the Apartments as defined in the HPR Act (the boundaries of an apartment are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors), and as defined in the HPR Act.

B. Certain items which could ordinarily be considered common areas such as but not limited to windows, screen doors, window screens, awnings, storm windows, planter boxes, and other fixtures designed to serve a single Apartment, but which are located outside the Apartment's boundaries, are designated as limited common areas and as items to be furnished and maintained by the individual Owners (who are directly benefiting from or using those items) at their individual expense, in good order, according to standards and requirements set in the Rules and Regulations.

7. DESCRIPTION OF LIMITED COMMON AREAS

The limited common areas and facilities are reserved for the exclusive use of the Owner(s) of the Apartment(s) to which they are adjacent or assigned and consist of:

(a) The parking space as more fully shown and described on the Survey Map and Plans, the boundaries of the parking space being defined by the interior surfaces of the walls and ceilings, if any, floor and striping enclosing the parking space.

(b) The exterior stairways, entryways, lanais, and/or walkways, if any, adjacent to certain Apartments of the Condominium as more fully shown and described on the Survey Map and Plans.

(c) Any patio/yard area or lanai which is adjacent to or part of certain Apartments as more particularly shown on the Survey Map and Plans, the boundaries of said patio/yard area or lanai being defined by the interior surfaces of the walls, floor, ceiling, doors, windows, ground, railings, fence or curb enclosing said patio/yard area or lanai.

8. VALUE OF PROPERTY; VALUE OF EACH APARTMENT; PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES

8.1 Value of Property

For purposes of the HPR Act, the value of the Property was declared to be \$8,877,000 at the time of recording the Declaration on February 29, 1980.

8.2 Value of Apartment

The percentages of undivided ownership of each Apartment and the percentage of undivided interest in the common areas and facilities of each Apartment for all purposes, including voting, are as provided in Exhibit D. Except as otherwise provided in this Amended and Restated Declaration, the percentages provided in Exhibit D, as applicable, shall be utilized for all purposes of the HPR Act, including assessments and voting. The value of each Apartment may be determined by multiplying the percentages expressed in Exhibit D, as applicable, times the total value of the Property subject to this Declaration. Said values do not, however, necessarily reflect the market or sales price which may, from time to time, reflect the amount for which an Apartment may be sold and the percentage of ownership shall not be altered by variations in the selling prices.

9. OWNERS' ASSOCIATION

9.1 Form of Association

The "Sunset Plaza Condominium Association" (the "Association"), shall be organized as a Washington nonprofit corporation.

9.2 Membership

9.2.1 Qualifications

Each Owner of an Apartment shall automatically be a member of the Association and shall be entitled to one membership for each Apartment so owned; provided, that if an Apartment has been sold on contract, the contract purchaser shall exercise the rights of the Apartment Owner for purposes of the Association, this Amended and Restated Declaration, and the Bylaws, except as hereinafter limited. Ownership of an Apartment shall be the sole qualification for membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of each Apartment.

9.2.2 Transfer of Membership

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

9.3 Voting

9.3.1 Number of Votes

The total voting power of all Owners shall be 100 votes and the total number of votes available to Owners of any one Apartment shall be equal to the percentage of undivided interest in the common areas and facilities pertaining to such Apartment.

9.3.2 Pledged Votes

If an Owner is in default under a first mortgage on the Apartment for a period of ninety (90) consecutive days or more, the mortgagee shall automatically be authorized to elect at any time thereafter to vote on behalf of the Apartment Owner on all issues upon which the Apartment Owner has pledged his or her right to vote. If the Board has been notified of any such pledge to a mortgagee or in the event the record Owner has otherwise pledged his or her vote regarding special matters to a mortgagee under a duly recorded mortgage or to a vendor under a duly recorded real estate contract, only the vote of such mortgagee or vendee will be recognized as to those special matters upon which the vote has been pledged and a document with said pledge has been filed with the Board. Amendments to this paragraph shall only be effective upon the written consent of all the voting Owners and their respective mortgagees, deed of trust beneficiaries, and vendors, if any.

9.4 Bylaws of Association

As required by RCW 64.32.090(1), the Board of Directors have or shall adopt Bylaws for the administration of the Property or for other purposes not inconsistent with the HPR Act. Bylaws adopted shall be consistent with this Amended and Restated Declaration and may contain supplementary, not inconsistent, provisions regarding the operation of the Condominium and administration of the Association and the Property.

10. MANAGEMENT OF CONDOMINIUM

10.1 Administration of the Condominium

The Apartment Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations, if any. The affairs of the Association shall be managed by a Board of Directors, as set forth more fully in the Bylaws.

10.2 Authority of the Association

The Association acting by and through the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Amended and Restated Declaration and of the Bylaws, and the Rules and Regulations, if any. The Association shall have the authority to exercise any powers conferred by this Amended and Restated Declaration, the Bylaws, the HPR Act, the WCA Act to the extent it applies, as currently enacted or hereafter amended or superseded; exercise all other powers that may be exercised in this State for the same type of corporation as the Association; and, exercise any other powers necessary and proper for the governance and operation of the Association. Without limiting the generality of the foregoing, the Association shall have the authority to enter any Apartment or limited common area when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies, and as set forth in paragraph 22.3. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by the Owner of the Apartment entered, in which case the cost shall be specially assessed to the Apartment entered) or for the purpose of maintenance, or repairs, to common or limited common areas where the repairs were undertaken by or under the direction or authority of the Board. If the repairs or maintenance were necessitated by or for the Apartment entered or its Owner(s), or requested by its Owner(s), the costs thereof shall be specially assessed to such Apartment. In furtherance of the foregoing, the Board shall have the right at all times to possess and make such keys and/or lock combinations as are necessary to gain immediate access to Apartments and limited common areas.

10.3 Professional Management

The Board of Directors of the Association shall have the authority to enter into a contract for professional management of the Condominium. If the Board enters into such a contract, the maximum term shall not exceed one (1) year, and the contract shall be terminable without cause or payment of a termination fee on thirty (30) days written notice.

11. USE: REGULATION OF USES: ARCHITECTURAL UNIFORMITY

11.1 Residential Use

The buildings, excluding the recreational building, and Apartments shall be used for single family residential purposes only, on an ownership, rental or lease basis, for the common social, recreational or other reasonable uses normally incident to such purposes, and for such additional uses or purposes as are from time to time determined appropriate by the Board. Such use as a single family residence shall be deemed to include

accessory use as a professional office to the extent permitted by applicable zoning ordinances and to the extent customarily incidental to primary zoning ordinances and to the extent customarily incidental to primary use as a residence, provided, however, that such use is approved by the Board as set forth more fully in the Rules and Regulations. Apartments of the buildings may be used for the purposes of operating the Association and for the management of the Condominium in the event that no other facilities are reasonably available for these purposes.

11.2 Leases

With the exception of a lender in possession of an Apartment following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, Owners are prohibited from leasing their Apartments for less than thirty (30) days. All leases shall be in writing and the tenant shall be subject to all of the provisions of this Amended and Restated Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations, if any. A copy of any lease shall be delivered to the Secretary of the Association within seventy-two (72) hours of a lease being signed. An Owner leasing an Apartment must provide any tenant of that Owner's Apartment a current copy of this Amended and Restated Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, if any, prior to the tenant signing the lease. Any failure by tenant to comply with the terms of such documents shall be a default under the lease. Any such lease shall provide that it terminates on sale of the Apartment by the lessor, or upon foreclosure of an Apartment by the holder of a mortgage constituting a first lien on such Apartment. No Owner shall be permitted to lease that Owner's Apartment for transient or hotel purposes. No Owner may lease less than an entire Apartment. Timesharing is prohibited.

11.3 Vehicle Parking

As set forth more fully in the Rules and Regulations, parking spaces are restricted solely to use for parking of operable passenger motor vehicles such as automobiles, light trucks and passenger vans, but excluding motor homes or other recreational vehicles. Other items and equipment may not be parked or kept in parking spaces except by prior written approval of the Board or pursuant to the Rules and Regulations of the Board uniformly applied. The Board may require removal of any inoperative vehicle, any unsightly vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board may cause removal at the risk and expense of the Owner thereof. Use of all parking areas may be regulated and is subject to the provisions of paragraph 7 of this Amended and Restated Declaration.

11.4 Common Drive and Walks

Common drives, roadways, walks, corridors, hallways and stairways shall be used exclusively for normal transit and no obstructions shall be placed thereon or therein except by express written consent of the Board.

11.5 Effect on Insurance

Nothing shall be done or kept in any Apartment or in the common areas which will increase the rate of insurance on the common areas or Apartments without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his or her Apartment or in the common or limited common areas which will result in the cancellation of insurance on any Apartment or any part of the common or limited common areas, or which would be in violation of law.

11.6 Waste

No waste shall be committed in any Apartment or in a common or limited common area.

11.7 Signs

No sign of any kind shall be displayed to the public view on or from any Apartment or common or limited common area without the prior written consent of the Board.

11.8 Pets

As set forth more fully in the Rules and Regulations, no animals, including livestock, domestic animals, poultry, reptiles or living creatures of any kind, but excluding dogs, cats, or other reasonably acceptable household pets, shall be raised, bred, or kept in any Apartment or in the common or limited common areas, whether as pets or otherwise. Dogs, cats or other reasonably acceptable household pets may be raised, bred, or kept in Apartments if specifically authorized by a two-third's (2/3) vote by percentage of ownership of the Association. In the event that the Association authorizes dogs, cats or other reasonably acceptable household pets, the Board may at any time require the removal of any dog, cat or other reasonably acceptable household pet which it finds, in its sole discretion, is unreasonably disturbing other Owners and may exercise this authority for specific animals even though other similar animals are permitted to remain.

11.9 Offensive Activity

No noxious or offensive activity shall be carried on in any Apartment or common or limited common areas, nor shall anything be done therein which may be or

become an annoyance or nuisance to other Owners. Subject to any applicable Bylaws, the Board's decision upon these matters shall be final and conclusive unless modified by the vote of the majority of the Apartment Owners by percentage of ownership.

11.10 Common Area Alterations

Nothing shall be altered or constructed in or removed from the common or limited common areas except upon the written consent of the Board and after procedures required herein or by law.

11.11 House Rules

The Board or the Association membership is empowered to pass, amend and revoke such additional rules and regulations (or "House Rules") as may, from time to time, be necessary or convenient to ensure compliance with the general guidelines of this paragraph, the other provisions of this Amended and Restated Declaration, Bylaws, and other Rules and Regulations adopted by the Association and violation of any such additional Rules and Regulations, if any, provided in writing to any Owner shall subject any Owner to an action for the relief provided in paragraph 18.1.

12. COMMON EXPENSES AND ASSESSMENTS

12.1 Estimated Expenses

The Board shall from time to time, and at least annually, prepare a budget for the Association and determine the amounts necessary to meet the common expenses of the Association. All annual, special and emergency assessments must be fixed at a uniform rate for all Apartments. The Assessments for each year shall be included in the budget adopted by the Board. A summary of the budget shall be provided to each Owner within thirty (30) days of the Board's adoption of the budget. The Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing the summary. Unless at such meeting the Owner to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget adopted by the Board.

12.2 Date of Commencement of Annual Assessments

The annual assessments provided herein shall commence on the date fixed by the Board to be the date of commencement.

12.3 Payment by Owners

Assessments are payable monthly, in advance, or at such other time or times as the Board shall determine. Each assessment, in addition to constituting a lien as provided for in the HPR Act and this Amended and Restated Declaration, shall also be, together with interest, costs, and reasonable attorney's fees, the personal obligation of the person who was the Owner of the Apartment against which the Assessment is made at the time the Assessment fell due. The lien for payment of such assessments shall have priority over all other liens and encumbrances, recorded or unrecorded, to the extent provided in RCW 64.32.200(2).

12.4 Separate Accounts

The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any Manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association. The Board may maintain separate accounts for current operations, reserves, and for payment of insurance. Each month the Board shall first deposit to the insurance reserve account that portion of the common expense assessment necessary to pay at least one-twelfth of the total cost of all of the insurance policies of the Condominium or required pursuant to this Amended and Restated Declaration and such insurance reserve account shall be held separately and inviolate until utilized for payment of insurance premiums. All other reserve accounts shall be separately maintained in a similar manner. Thereafter the remainder of the assessments collected may be utilized for payment of other expenses or deposited or credited to other accounts. All such assessments shall be collected and held in trust for, and administered and expended for the benefit of, the Apartment Owners.

12.5 Based on Percentage

Except for certain special assessments which may be levied against particular Apartments under the provisions of this Amended and Restated Declaration, or as otherwise provided herein, all assessments of common expenses shall be assessed to Apartments and the Owners thereof on the basis of the percentages provided in Exhibit D.

12.6 Right to Assign Assessment

Subject to the provisions of paragraph 10.2, the Board shall, from time to time, have the right to assign future assessments to banks, other financial institutions, lenders and/or contractors for alterations, capital additions, or improvements.

12.7 Records

The Board shall cause to be kept detailed and accurate records in the form established by the Association's accountant out of the receipts and expenditures of the Association affecting the common areas, specifying and itemizing the maintenance and repair expenses and any other expenses incurred, sufficiently detailed to enable the Association to comply with RCW 64.34.425 in providing resale certificates. Such records and any resolutions authorizing the payments involved shall be made reasonably available for examination by any Apartment Owner, the Owner's authorized agent or attorney, and all mortgagees. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by an auditor outside the organization. Any Owner, holder, insurer or guarantor shall, upon written request and without charge, be entitled to an audited financial statement, if required, for the preceding year. If there is not an audited statement available, any Owner, holder, insurer or guarantor may have an audited statement prepared at the Owner's, holder's, insurer's or guarantor's expense. The statement shall be furnished within a reasonable time following the request.

12.8 Assessment Statement

The Association on written request shall furnish to an Apartment Owner or a mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Apartment. The statement shall be furnished within fifteen (15) days (ten (10) days for a Resale Certificate) after receipt of the request and is binding on the Association, the Board of Directors, and every Apartment Owner, unless and to the extent known by the recipient to be false.

12.9 Lien for Assessments

12.9.1 Right of Association

The Association has a lien on an Apartment for any unpaid Assessments levied against an Apartment from the time the Assessment is due, together with interest, late charges, and attorneys fees as provided in this Amended and Restated Declaration or otherwise allowed by law.

12.9.2 Priority/Exceptions

A lien under this paragraph shall be prior to all other liens and encumbrances on an Apartment except: (1) liens and encumbrances recorded before the recording of this Amended and Restated Declaration; (2) a mortgage on the Apartment recorded before the date on which the Assessment sought to be enforced became delinquent; and, (3) liens for real property taxes and other governmental assessments or charges against the Apartment. A lien under this paragraph is not subject to the provisions of Chapter 6.13 RCW.

12.9.3 Priority/Mortgages

Except as provided in paragraphs 12.9.4 and 12.9.5, the lien shall also be prior to the mortgages described in paragraph 12.9.2 to the extent of Assessments for Common expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to the Act which would have become due during the six (6) 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 by a mortgagee, or the date of recording of the declaration of forfeiture in a proceeding by the seller/vendor under a real estate contract.

12.9.4 Reduction of Priority Period

The priority of the Association's lien against Apartments encumbered by a mortgage held by an eligible mortgagee or by a mortgagee which has given the Association a written request for a notice of delinquent assessments shall be reduced by up to three (3) months if and to the extent that the lien priority under paragraph 12.9.3 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such notice and before the Association gives the holder a written notice of the delinquency. This paragraph does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Association.

12.9.5 Priority/Nonjudicial Foreclosure

If the Association forecloses its lien under this paragraph nonjudicially pursuant to Chapter 61.24 RCW, as provided by paragraph 12.9.9, the Association shall not be entitled to the lien priority provided for under paragraph 12.9.3.

12.9.6 More than One Association

Unless the Declaration otherwise provides, if two or more Associations have liens for Assessments created at any time on the same real estate, those liens have equal priority.

12.9.7 Notice and Perfection

Recording this Amended and Restated Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessments under this paragraph shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for assessments under this paragraph with the Pierce County Auditor. Such recording shall not constitute the written notice of delinquency to a mortgagee referred to in paragraph 12.9.4.

12.9.8 Three-Year Time Limit

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

12.9.9 Foreclosure Options

The lien arising under this paragraph may be enforced judicially by the Association or its authorized representative in the manner set forth in Chapter 61.12 RCW. The lien arising under this paragraph may also be enforced nonjudicially in the manner set forth in Chapter 61.24 RCW for nonjudicial foreclosure of deeds of trust. The Declarant hereby grants to Puget Sound Title Company, whose address is Tacoma Mall Office Bldg., Suite 160, Tacoma, WA 98409, as Trustee, all Apartments in the Condominium and all property of which the Condominium is a part. This grant is for the sole purpose of securing the obligations of the Apartment Owners to the Association for the payment of Assessments. Puget Sound Title Company shall act as Trustee for the benefit of the Sunset Plaza Condominium Association, as beneficiary. On default by any Apartment Owner in the payment of any Assessments, and on the written request of the beneficiary, Trustee shall sell the trust property in accordance with the Deed of Trust Act of the State of Washington at a public auction to the highest bidder. Any person, including the Association or its authorized representative, shall have the power to purchase the Apartment at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same, except that the Trustee may not bid at the Trustee's sale. The Trustee shall apply the proceeds of the sale as follows: 1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fees and costs; 2) to the obligation owed by the defaulting Apartment Owner; and, 3) the surplus, if any, shall be distributed to the beneficiary to be added to the general Assessments fund of the Association. On an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight (8) months. Nothing in this paragraph shall prohibit the Association from taking a deed in lieu of foreclosure. This power of sale is not an exclusive remedy; the Association may pursue any other remedy available under the terms of this Declaration or at law.

12.9.10 Receivers

From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against an Apartment that is not occupied by the Owner of the Apartment, the Association shall be entitled to the appointment of a receiver to collect from the tenant the rent for the Apartment as and when due. If the rental is not paid, the receiver may obtain possession of the Apartment; refurbish it for rental up to a reasonable standard for rental apartments in this type of Condominium; rent the Apartment 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 Apartment, 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 paragraph, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Apartment.

12.9.11 Remedies Cumulative

The remedies provided are cumulative, and the Board may pursue them concurrently, as well as any other remedies which may be available under law although not expressed herein.

12.10 Collection of Assessment Lien; Attorneys' Fees and Costs

Any unpaid assessment shall bear interest at the maximum rate allowed by law under RCW 19.52.020 from the due date until paid. The Board may initiate an action to enforce payment of any delinquent assessment, and in such event the Owner liable therefor shall pay all of the costs and expenses incurred incident thereto, including a reasonable sum as attorneys' fees (including those for appeals), all of which shall be secured by the lien provided for in the HPR Act and in this Amended and Restated Declaration. In addition, the Board may enforce collection of delinquent assessments in any one or more of the following methods:

- (a) After ten (10) days prior written notice to the Owner of intent to sever utilities for delinquent assessments, the utilities to the Apartment on which the assessment remains delinquent may be severed and disconnected in whole or in part until the assessments are paid, or otherwise provided for, to the satisfaction of the Board.
- (b) On ten (10) days prior written notice to the Owner, the Association may suspend the Owner's right of use of any recreational facilities for any period during which any assessment against the Owner's Apartment remains unpaid.
- (c) An action may be commenced to foreclose the lien for assessments.

12.11 Rental Apartments

If an Apartment is rented by its Owner, the rent is hereby pledged and assigned to the Association and the Association, acting by and through the Board, may collect and the tenant shall pay over to the Board so much of the rent for such Apartment as

is required to pay any amounts due the Association hereunder, plus interest and costs, if the same are in default over thirty (30) days. The tenant shall have no right to question payment over to the Board and such payment will discharge the tenant's duty of payment to the Owner for rent to the extent such rent is paid to the Association, but will not discharge the liability of the Owner and the Apartment under this Declaration for assessments or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed.

12.12 Liability of Mortgagee or Purchaser

Where the mortgagee of a mortgage of record or other purchaser of an Apartment obtains possession of the Apartment as the result of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, such possessor, and that possessor's successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Apartment which become due prior to such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners, including such possessor, and that possessor's successor's and assigns.

12.13 Conveyance; Liability of Grantor and Grantee for Unpaid Common Expenses

In a voluntary conveyance, the grantee of an Apartment shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his/her share of the common expenses 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. And such grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the Apartment conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth in the Board's statement.

12.14 Nonuse

No Owner may exempt that Owner from liability for contribution towards common expenses by waiver of the use or enjoyment of any of the common areas or by abandonment of the Apartment.

12.15 Remedies Cumulative

The remedies provided are cumulative and the Board may pursue them concurrently or any other remedies which may be available under law although not expressed in this Amended and Restated Declaration.

13. INSURANCE

13.1 Insurance Coverage

13.1.1 General Requirement for Property Insurance

The Association shall be required to obtain and maintain, paying the premiums as a Common expense, a "master" or "blanket" type of property insurance policy. The master policy shall cover all of the Common areas. All property covered by the policy shall be insured in an amount equal to one hundred percent (100%) of current replacement cost at the time the policy is purchased and at each renewal date. The blanket policy shall contain a standard mortgagee clause in favor of each mortgagee of an Apartment, which clause shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payments provisions in favor of the Association. The insurance carried pursuant to the section shall provide that:

- (a) each Apartment Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common areas or membership in the Association;
- (b) the insurer waives its right to subrogation under the policy against any Apartment Owner, member of the Owner's household, or lessee of the Owner;
- (c) no act or omission by any Apartment Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and,
- (d) if, at the time of a loss under the policy, there is other insurance in the name of a Apartment Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

13.1.2 Perils Covered by Property Insurance

The property insurance policy shall afford, at a minimum, protection against the following:

- (a) loss or damage by fire and other perils covered by the standard extended coverage endorsement; and,

- (b) all other perils which are customarily covered in projects similar in construction, location, and use, including all perils normally covered by the standard "all risk" endorsement where that is available. (The insurance shall include earthquake insurance if a majority of the Board of Directors approves such coverage, and if such coverage is available at a reasonable cost.)

13.1.3 Adjustment of Loss

The master policy shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors, as Trustees, for the purpose of promptly repairing or rebuilding the damaged or destroyed property in conformance with the original plans and specifications 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) eighty percent (80%) of the Unit Owners, including every Owner of a Apartment or assigned Limited Common area which will not be rebuilt, vote not to rebuild.

The Association acting through its Board shall have the authority to settle and compromise any claim under insurance obtained by the Association and the insurer may accept a release and discharge of liability made by the Board on behalf of the named insureds under the policy. The insurance proceeds not used for the purpose of repairing or rebuilding the Property shall be paid to the Apartment Owners and mortgagees as their interests may appear. However, any mortgagee of any of the Units may require that insurance proceeds be disbursed to or through the Board of Directors only as reconstruction progresses in the manner normally followed by construction lenders in disbursing construction loans to their borrowers. If eighty percent (80%) of the Apartment Owners, including every Owner of a Apartment which will not be rebuilt, vote not to rebuild, that Apartment's allocated interests are automatically reallocated as if the Apartment had been condemned, and an amendment to this Declaration shall be recorded setting forth the reallocation.

13.1.4 Failure to Repair or Replace

If all of the damaged or destroyed portions of the Condominium are not repaired or replaced:

- (a) the insurance proceeds attributable to the damaged Common areas shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
- (b) the insurance proceeds attributable to Apartments and Limited Common areas which are not rebuilt shall be distributed to the Owners of those Apartments and the Owners of the Apartments to which those Limited Common areas were allocated, or to lienholders, as their interests may appear; and,
- (c) the remainder of the proceeds shall be distributed to all the Apartment Owners or lienholders, as their interests may appear, in proportion to the Common area interests of all the Apartments.

13.1.5 Waiver and Subrogation

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction or pro rata liability of the insurer as a result of any insurance carried by Apartment Owners or of invalidity arising from any acts of the insured or any Apartment Owners, and shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the insureds, including all mortgagees of Apartments. Each Apartment Owner and mortgagee shall be furnished, on written request, with a copy of the master policy, certificate of insurance, or memoranda of insurance.

13.1.6 Liability Insurance

The Board of Directors shall be required to obtain and maintain, paying the premiums as Common expenses, comprehensive general liability insurance, including covering all the Common areas. Such insurance shall be not less than One Million Dollars (\$1,000,000) for each single accident or occurrence and shall cover bodily injury, deaths of persons, and property damage, including water damage. The liability insurance policy shall cover each member of the Board of Directors, and each Apartment Owner, with cross-liability endorsement to cover liabilities of the Apartment Owners as a group to an Apartment Owner. The amount of coverage can be increased at the discretion of the Board.

13.1.7 Fidelity Insurance

The Board of Directors shall maintain blanket fidelity insurance in an amount determined by the Board, for all officers, directors, trustees, management agents,

employees of the Association, and all other persons handling or responsible for funds of or administered by the Association.

13.1.8 Compliance with Federal Mortgage Agency Requirements

Notwithstanding the foregoing, or any other provisions contained in this Declaration, the Board of Directors shall continuously maintain in effect such casualty, flood, liability insurance, and fidelity insurance meeting the insurance and fidelity insurance requirements for condominium projects established by the U.S. Department of Veteran's Affairs, the Federal National Mortgage Association, the Government National Mortgage Association, and the Federal Home Loan Mortgage Corporation, so long as any one of those organizations is a mortgagee or Owner of a Apartment within the project, except to the extent such coverage is not available or has been waived in writing by the organization.

13.1.9 If Insurance is Unavailable

If the insurance described in this insurance section is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by first class United States mail to all Apartment Owners, to each eligible mortgagee, and to each mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

13.1.10 Actions of Unit Owners

Nothing shall be done or kept in any Apartment or in any Common or Limited Common area which will increase the rate of insurance on the Common area or Units without the prior written consent of the Board. No Owner or lessee shall permit anything to be done or kept in a Apartment or in a Common or Limited Common area which would result in the cancellation of insurance on any Apartment or any part of a Common or Limited Common areas, or which would be a violation of any law.

13.1.11 Workman's Compensation

Workman's compensation insurance, to the extent required by applicable law, shall be maintained by the Board.

13.2 Owner Additional Insurance

Each Owner must obtain additional insurance at that Owner's sole expense for that Owner's Apartment as contemplated pursuant to RCW 64.32.220, 64.32.220, 64.32.010(1) and 64.34.532. Coverage must include content coverage including interior surfaces liability as described in paragraphs 13.2A, 13.2B and 13.2C.

Each Owner is required to provide a copy of such individual insurance to the Board within thirty (30) days of issuance. No Owner shall be entitled to exercise his or her right to maintain insurance coverage in any manner which would decrease the amount which the Board or any trustee for the Board upon behalf of all of the Owners will realize under any insurance policy which the Board may have in force on the Condominium at any particular time. Each Owner is required to and agrees to notify the Board of all improvements in writing by the Owner to his or her Apartment the value of which is in excess of One Thousand Dollars (\$1,000.00). Any Owner who obtains individual insurance policies covering any portion of the Condominium other than personal property belonging to such Owner is hereby required to file a copy of such individual policy or policies with the Board within thirty (30) days after purchase of such insurance and the Board shall immediately review its effect with the Board's insurance broker, agent or carriers.

A. Liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of an individual Apartment Owner where the damage results from a negligent or intentional action or omission by an Owner, or that Owner's tenant, or the family, servants, employees, agents, visitors or licensees of that Owner or tenant, or from the failure of, or failure to maintain, any portion of the Condominium, including any appliance, equipment, or fixture in an Apartment, which that Owner is responsible to maintain in good working order and condition.

B. Except as provided in paragraph 13.2A, liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of an individual Apartment Owner where the damage involved is limited solely to damage to the Owner's Apartment or the Limited Common Area assigned to the Owner's Apartment.

C. Except as provided in paragraphs 13.2A and 13.2B, liability of the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be prorated between the Association and any involved Owners in proportion to the relative amounts of damage to the Common Area and to each of the affected Apartment, including the Limited Common Area assigned to such Apartment or Apartments, where the damage involves both the Common Areas and/or one or more Apartments or the Limited Common Areas assigned to an Apartment(s).

14. DAMAGE OR DESTRUCTION; RECONSTRUCTION

14.1 Initial Board Determinations

In the event of damage or destruction to any part of the Property by fire or other casualty, the Board shall promptly, and in all events within sixty (60) days

after the date of damage or destruction, make the following determinations with respect thereto, employing such advice as the Board deems advisable:

- (a) The nature and extent of the damage or destruction from fire or other casualty, together with an inventory of the improvements and Property directly affected thereby.
- (b) A reasonably reliable estimate of the cost to repair and restore the damage and destruction from fire or other casualty, which estimate shall if reasonably practicable be based upon two or more firm bids obtained from responsible contractors.
- (c) The anticipated insurance proceeds, if any, to be available from insurance covering the loss from fire or other casualty based upon the amount paid or initially offered by the insurer.
- (d) The amount, if any, that the estimated cost of repair and restoration exceeds the anticipated insurance proceeds from fire or other casualty, and the amount of assessment to each Apartment if such excess were paid as a maintenance expense and specially assessed against the Apartments in proportion to their percentage of interest in the common areas.
- (e) The Board's recommendation as to whether such damage or destruction from fire or other casualty should be repaired or restored.

14.2 Notice of Damage or Destruction

The Board shall promptly, and in all events within sixty (60) days after the date of damage or destruction from fire or other casualty, provide each Owner and each mortgagee who has theretofore requested special notice with a written notice summarizing the initial Board determination made under paragraph 14.1. If the Board fails to do so within said sixty (60) days, then any Owner or mortgagee may make the determinations required under paragraph 14.1 and give the notice required under this paragraph 14.2.

14.3 Definitions: Restoration; Emergency Work

A. As used in this paragraph 14, the words "repair," and "reconstruct," "rebuild" or "restore" shall mean restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction by fire or other casualty with each Apartment and the common and limited common areas having

substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

B. As used in this paragraph 14, the term "emergency work" shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the Owners from liability from the condition of the Property.

14.4 Restoration by Board

A. Unless prior to the commencement of repair and restoration work (other than emergency work referred to in paragraph 14.3B); the Owners shall have decided not to repair and reconstruct in accordance with the provisions of either paragraph 14.5(c) or 14.6(c), the Board shall promptly repair and restore the damage and destruction from fire or other casualty, use the available insurance proceeds therefor, and pay for the actual cost of repair and restoration in excess of insurance proceeds secured as a common expense which shall be specially assessed against all of the Apartments in proportion to their percentages of interest in the common areas.

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

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

14.5 Limited Damage; Assessment Under \$20,000

If the amount of the estimated assessment determined under paragraph 14.1(d) does not exceed Twenty Thousand Dollars (\$20,000.00) for any one Apartment, then the provisions of this paragraph 14.5 shall apply:

(a) Either the Board or a requisite number of Owners, within fifteen (15) days after the notice required under paragraph 14.2 has been given, may, but shall not be required to, call a special Owners' meeting in accordance with the

provisions of paragraph 9.4.2 to consider such repair and restoration work.

(b) Except for emergency work, no repair and restoration work shall be commenced until after said fifteen (15) day period and until after the conclusion of said special meeting if such meeting is called within said fifteen (15) days.

(c) A unanimous decision of the Apartment Owners will be required to avoid the provisions of paragraph 14.4A and to determine not to repair and restore the damage and destruction from fire or other casualty.

14.6 Major Damage; Assessment over \$20,000

If the amount of the estimated assessment determined over paragraph 14.1(d) exceeds Twenty Thousand Dollars (\$20,000.00) for any one Apartment, then the provisions of this paragraph 14.6 shall apply:

(a) The Board shall promptly, and in all events within sixty (60) days after the date of damage or destruction from fire or other casualty, call a special Owners' meeting to consider repair and restoration of such damage or destruction. If the Board fails to do so within said sixty (60) day period, then notwithstanding the provisions of paragraph 9.4.2, any Owner or mortgagee may convene and conduct the meeting required under this paragraph 14.6(a).

(b) Except for emergency work, no repair and restoration work shall be commenced until the conclusion of the special Owners' meeting required under paragraph 14.6(a).

(c) A concurring vote of more than two-third (2/3) of the first mortgagees (one vote for each first mortgage) or two-thirds (2/3) of the Owners will be required to avoid the provisions of paragraph 14.4A and to determine not to repair and restore the damage and destruction from fire or other casualty; PROVIDED, HOWEVER, that the failure of the Board, Owners, or Mortgagees to convene the special meeting required under paragraph 14.6(a) within ninety (90) days after the date of damage or destruction from fire or other casualty shall be deemed a unanimous decision not to undertake such repair and restoration.

14.7 Decision Not to Restore; Disposition

In the event of a decision under either paragraphs 14.5(c) or 14.6(c) not to repair and restore the damage and destruction from fire or other casualty, and said damage and destruction affects or in the opinion of the Board materially affects the entire Condominium, the Board may nevertheless expend such 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 or destroyed buildings and clearing, filling and grading the real Property), and the remaining funds, if any, and the Property shall thereafter be held and distributed as follows:

- (a) The Property shall be owned in common by the Apartment Owners and shall no longer be subject to this Amended and Restated Declaration or to Condominium Ownership;
- (b) The undivided interest in the Property owned in common which pertains to each Apartment Owner shall be the percentage of undivided interest previously owned by such Owner in the common areas and facilities;
- (c) Any mortgages or liens affecting any of the Apartments shall be deemed transferred in accordance with their existing priorities to the percentage of the undivided interest of the Apartment Owner in the Property as provided herein; and,
- (d) The Property shall be subject to an action for partition at the suit of any Apartment Owner in which event the net proceeds of sale, together with the net proceeds of the insurance of the Property, if any, shall be considered as one fund; such fund shall be divided into separate shares, one for each Apartment Owner, in a percentage equal to the percentage of undivided interest owned by each such Owner in the Property; then, after first paying out of the respective share of each Apartment Owner, to the extent sufficient for the purpose, all mortgages and liens on the undivided interest in the Property owned by such Apartment Owner, the balance remaining in each share shall then be distributed to each Apartment Owner.

14.8 Decision Not to Restore; Damage to Less Than all Buildings; Disposition

In the event of a decision under either paragraphs 14.5(c) or 14.6(c) not to repair or restore the damage or destruction from fire or other casualty and said damage and destruction affects or in the opinion of the Board materially affects less than the entire Condominium, the Board may nevertheless expend so much of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency work (which work may include but is not necessarily limited to removal of the damaged or destroyed buildings or portions thereof and clearing, filling and grading the applicable portions of said Property) and the remaining funds, if any, and the Property shall thereafter be held and distributed as follows:

- (a) The Property shall be owned in common by the Apartment Owners of the Condominium;
- (b) The undivided interest in the Property owned in common which appertains to each Apartment Owner shall be the percentage of undivided interest previously owned by such Owner in the common areas and facilities;
- (c) Any mortgages or liens affecting any of the Apartments shall be deemed transferred in accordance with their existing priorities to the percentage of the undivided interest of the Apartment Owner in the Property as provided herein; and,
- (d) The Property shall be subject to an action for partition at the suit of any Apartment Owner in which event the net proceeds of sale, together with the net proceeds of the insurance of the Property, if any, shall be considered as one fund; such fund shall be divided into separate shares, one for each Apartment Owner in a percentage equal to the percentage of undivided interest owned by each such Owner in the Property; then, after first paying out of the respective share of each Apartment Owner, to the extent sufficient for the purpose, all mortgages and liens on the undivided interest in the Property owned by such Apartment Owner, the balance remaining in each such share shall then be distributed to each Apartment Owner respectively.

14.9 Miscellaneous

The provisions of this paragraph 14 shall constitute the procedure by which a determination is made by the Apartment Owners to repair, restore, reconstruct or rebuild any damage from fire or other casualty as provided in the HPR Act. By the act of accepting an interest in the Property, each Apartment Owner and any party claiming by, through or under such Owner hereby consents and agrees to the provisions hereof. In the event that any provisions of this paragraph 14 shall be determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect the validity of any other provision of this Amended and Restated Declaration. The purpose of this paragraph 14 shall be to provide a fair and equitable method of allocating the costs of repair and restoration of any damages caused by fire or other casualty and making a determination for repair and restoration if all or a portion of the improvements are damaged or destroyed by fire or other casualty. The provisions of this paragraph 14 shall be liberally construed to accomplish such purpose. The dollar amounts specified in this paragraph 14 may, in the discretion of the Board, be increased proportionately by the increase in the Consumer Price index for All Urban Consumers for Seattle prepared by the United States Department of Labor for the year preceding the date of damage over the first bimonthly report of the year 190 to adjust for any inflation in the value of the dollar. In the event that the Consumer Price Index for All Urban Consumers is for any reason discontinued, then the nearest comparable official consumer price index, whether so named or designated, issued by any authorized agency of the United States of America for purposes of reflecting comparative price increases or increases in the cost of living shall be utilized for purposes of adjusting for any inflation in the value of the dollar. By unanimous vote of the Apartment Owners, which vote shall be taken within ninety (90) days after the date of said damage, the applicable Owners may determine to proceed other than as provided in this paragraph 14.

15. CONDEMNATION

15.1 Consequences of Condemnation

If at any time or times during the continuance of the Condominium ownership pursuant to this Declaration, all or any portion of the Property and the common areas of the Condominium shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, unless otherwise provided, the provisions of this paragraph 15 shall apply.

15.2 Proceeds

All compensation, damages or other proceeds therefrom (the sum of which is hereafter called the "Condemnation Award") shall be payable to the Association for the benefit of the Owners and the mortgagees.

15.3 Complete Taking

In the event that the entire Property and all of the common areas of the Condominium is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to their respective undivided interest in the common areas; provided, that if a standard different from the value of the Property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. On the basis of the foregoing principal, the Board shall as soon as practicable determine the share of the condemnation award to which each Owner is entitled. After first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all mortgages and liens on the interest of such Owner, the balance remaining in each share shall then be distributed to each Owner respectively.

15.4 Partial Taking

In the event that less than the entire Property or common areas of the Condominium are taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Ownership shall not terminate. Each Owner shall be entitled to a share of the condemnation award to be determined in the following manner:

- (a) As soon as practicable the Board shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds.
- (b) The Board shall apportion the amounts so allocated to taking of or injury to the common areas which in turn shall be apportioned among Owners in proportion to their respective undivided interests in the common areas.
- (c) The total amount allocated to severance damages shall be apportioned to those Apartments which were not taken or condemned.
- (d) The respective amounts allocated to the taking of or injury to a particular Apartment and/or improvements an Owner had made within his own Apartment shall be apportioned to the particular Apartment involved.

(e) The amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board determines to be equitable in the circumstances.

(f) If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation Award the Board shall employ such allocation to the extent it is relevant and applicable.

(g) Distribution of apportioned proceeds shall be made to the respective Owners and their respective mortgages in the manner provided in paragraph 15.3.

15.5 Reduction of Condominium Upon Partial Taking

In the event that (a) a partial taking occurs which does not result in a termination of Condominium ownership hereunder pursuant to paragraph 15.4, (b) at least one or more Apartments are taken or condemned, and (c) the condemning authority elects not to hold, use and own said Apartment(s) as a Condominium Apartment Owner subject to and in accordance with the provisions of this Amended and Restated Declaration, then the provisions of this paragraph 15.5 shall take effect immediately upon the condemning authority taking possession of the Apartment(s) taken or condemned:

(a) The Apartments subject to this Amended and Restated Declaration shall be reduced to those Apartments not taken or condemned (or not sold or otherwise disposed of in lieu or in avoidance thereof).

(b) The common area subject to this Amended and Restated Declaration shall be reduced to the common areas not so taken or condemned (or not sold or otherwise disposed of in lieu of or in avoidance thereof).

(c) The limited common areas which were not taken or condemned (or not sold or otherwise disposed of in lieu of or in avoidance thereof), but which were appurtenant to the Apartment(s) which were taken or condemned (or sold or otherwise disposed of in lieu of or in avoidance thereof) shall be deemed part of the general common areas remaining subject to this Declaration.

(d) The percentage of undivided interest in the common areas appurtenant to each Apartment not so taken or condemned (or sold or otherwise disposed of in lieu of or in

avoidance thereof) shall be recalculated by adding the total percentage of interest of the unaffected Apartments in the common areas of the entire Condominium and dividing the total thereof into each Owner's respective percentage of interest in the common areas of the entire Condominium. The resultant percentage shall thereafter be the percentage of undivided interest in the common areas appurtenant to the respective Apartments not so taken or condemned (or sold or otherwise disposed of in lieu of or in avoidance thereof).

(e) Except to the extent provided in paragraph 15.4, no Owner or mortgagee of an Apartment so taken or condemned (or sold or otherwise disposed of in lieu of or in avoidance thereof) shall have, nor shall it be appurtenant to any such Apartment, any right, title, interest, privilege, duty or obligation in and/or to the Association or in any Apartment, common area or limited common area which remains subject to this Amended and Restated Declaration and which is not so taken or condemned (or sold or otherwise disposed of in lieu of or in avoidance thereof).

(f) Except to the extent expressly provided in this paragraph 15.5 and/or paragraph 15.6, the rights, title, interest, privileges, duties and obligations of an Owner or mortgagee in and/or to an Apartment not so taken or condemned (or sold or otherwise disposed of in lieu of or in avoidance thereof) shall continue in full force and effect as provided in this Amended and Restated Declaration.

(g) The provisions of this paragraph 15.5 shall be binding upon and inure to the benefit of all Owners and mortgagees or any other person or entity having or claiming to have any interest in all Apartments which are so taken or condemned (or sold or otherwise disposed of in lieu of or in avoidance thereof) and all such Owners, mortgagees, and other persons covenant to execute and deliver any documents, agreements or instruments, including, but not limited to, appropriate amendments to this Amended and Restated Declaration and the Survey Map and Plans, as may reasonably or necessarily be required to effectuate the purposes of this paragraph 15.5 or paragraph 15.6.

15.6 Reconstruction and Repair

To the extent provided in paragraph 15.4, any reconstruction and repair necessitated by condemnation shall be governed by the procedures provided in paragraph 14, provided that the Board may retain and apply such portion of each Owner's share of the Condemnation Award as may be necessary to discharge said Owner's liability for any special assessment arising from the operation of paragraph 14 to the extent said paragraph may be applicable.

16. MODIFICATIONS OF APARTMENTS, SUBDIVIDING AND COMBINING OF APARTMENTS

16.1 Additions, Alterations or Improvements

No Owner shall make any improvements or alterations to the Owner's Apartment that may affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Apartment. Any other improvements or alterations may be made subject to the provisions of this paragraph. An Owner may not materially change (as determined by the Board) the appearance of any Common Area or the exterior appearance of any Apartment without prior written permission of the Board and in compliance with this Amended and Restated Declaration. However, Owners may decorate tastefully their decks and patios with planters and furniture, etc. without approval from the Association. The Board, at its discretion, may require the removal or alteration of any decoration which the Board determines is obtrusive or out of character with the general setting and scheme of the Condominium. Furthermore, in order to obtain approval from the Association, the requesting Owner must first request to make the addition/alteration or improvement to the Board of Directors, who will be responsible for placing the request before the Association for a vote. If, however, the Board of Directors decides that such request is unreasonable, the Board of Directors may deny the request and no vote is necessary. The request must be made in writing to the Board of Directors and submitted along with necessary plans and specifications. These terms apply to any Apartment which has been subdivided or Apartments which have been combined. Furthermore, any application to any department of the County of Pierce or to any other governmental authority for a permit to make an addition, alteration, or improvement in or to any Apartment shall be executed only by the Board of Directors, without, however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor, or materialman on account of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

16.2 Subdividing or Combining

Subdivision and/or combining of any Apartment or Apartments, common areas and facilities or limited common areas and facilities are authorized only subject to the following conditions:

- (a) Any Owner of any Apartment or Apartments may propose any subdividing or combining of an Apartment or Apartments in appurtenant common areas or limited common areas in writing, together with complete plans and specifications for accomplishing the same and a proposed amendment to this Amended and Restated Declaration, Survey Map and Plans covering such subdivision or combination to the Board which shall then notify all other Apartment Owners of the requested subdivision or combination.
- (b) Upon written approval of such proposal by seventy-five percent (75%) of the mortgagees and Owners and unanimous approval of the mortgagee(s) of the Apartment(s) to be combined or subdivided, the Owner making the proposal may proceed according to such plans and specifications; PROVIDED, HOWEVER, the Board may in its discretion (but it is not required to exercise this authority) require that the Board administer the work or that provisions for the protection of other Apartments or common areas or reasonable deadlines for completion of the work be inserted in the contracts for the work.
- (c) The changes in the Survey Map And Plans, if any, and in this Amended and Restated Declaration shall be placed of record as amendments to the Survey Map and Plans and Amended and Restated Declaration of a Condominium in accordance with the provisions of paragraph 23 at the expense of the Owner(s) proposing said changes.
- (d) In the event that the proposed changes are not approved as provided in paragraph 16.2(b), no Owner shall have any right to subdivide or combine as provided in this paragraph 16.

17. FREE TRANSFERABILITY

17.1 Parking Space Lease

An Apartment Owner may rent or lease the parking space assigned to that Apartment to any other Apartment Owner; provided, that the rental or lease term shall automatically expire on the date the lessor/Apartment Owner disposes of his or her interest in the Apartment (whether such disposition is by deed, contract or otherwise) or in the event that the lessor/Apartment Owner's rights or interest in the Apartment terminate for any reason. Any two Apartment Owners may, by jointly executed instrument in recordable form approved by the Board, exchange either on a permanent or temporary basis the parking space assigned to their respective Apartments, effective upon recording.

17.2 Apartment Transfer

Neither this Declaration, nor the Articles of Incorporation, Bylaws, or Rules and Regulations of the Association shall contain a right of first refusal or similar restriction on the sale, transfer or conveyance of any Apartment or any restriction on the right of an Owner to mortgage that Owner's Apartment. It is hereby affirmatively provided that an Owner may transfer his or her Apartment free of any such restriction.

18. COMPLIANCE WITH DECLARATION

18.1 Enforcement

Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and Rules and Regulations adopted pursuant thereto, as the same may, from time to time, be amended and all decisions adopted pursuant thereto. Any failure to comply with this Amended and Restated Declaration, the Bylaws or Rules and Regulations shall be grounds for an action to recover sums due for damages, injunctive relief, or both, maintainable by either the Board acting through its officers upon behalf of the Owners or by any aggrieved Owner.

18.2 No Waiver of Strict Performance

The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Amended and Restated Declaration or the Bylaws or the Rules and Regulations adopted thereto, to exercise any right or option contained in this Amended and Restated Declaration, Bylaws or Rules and Regulations, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, restriction, By-law, rule or regulation, but such term, covenant, condition, restriction, bylaw, Rule or Regulation shall remain in full force and effect. The receipt by the Board of payment of any assessment from an Owner with knowledge of any such breach

shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

19. LIMITATION OF LIABILITY

19.1 Liability for Utility Failure, Etc.

Except to the extent covered by insurance obtained by the Board pursuant to paragraph 13, neither the Association nor the Board shall be liable for any failure of any utility or other service to be obtained and paid for by the Board, for injury or damage to person or property caused by the elements or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of any building or from any of its 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 common expense assessments shall be claimed or allowed for any such utility or service failure, for such injury or damage, for such inconvenience or discomfort arising from the making of repairs or improvements to the common areas, or from any action taken to comply with any law, ordinance or orders of any governmental agency. This exemption shall extend to the entire Association as well as the Board. This paragraph shall not be interpreted to impose any form of liability by any implication upon the Board or the Association.

19.2 No Personal Liability

So long as a Board member, Association committee member, or Association officer exercising the powers of the Board has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, then no such person shall be personally liable to any Owner or to any other party, 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 paragraph shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to paragraph 13.

19.3 Indemnification of Board Members

Each Board member, Association committee member, or Association officer, exercising the powers of the Board shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of being or having held such position or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful

misfeasance or malfeasance in the performance of his or her 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.

20. MORTGAGEE PROTECTION

20.1 Priority of Mortgages

Notwithstanding all other provisions hereof and as provided in the HPR Act, the liens created under this Amended and Restated Declaration upon any Apartment for assessments shall be subject to the rights of the secured party in the case of any indebtedness secured by mortgages or deeds of trust which were made in good faith and for value upon the Apartment.

20.2 Change in Manager

In the event that professional management is employed by the Association, at least thirty (30) days' notice of any contemplated change in the professional manager shall be given to any first mortgagee who has requested to be so notified, and any agreement with any such professional manager shall permit cancellation by the Association without cause upon thirty (30) days' written notice and shall have a term which does not exceed one year, renewable by agreement of the parties for successive one year periods. In the event that the Association has professional management, the Association shall not elect to terminate professional management and assume self management without the prior consent of seventy-five percent (75%) of all first mortgagees: PROVIDED, HOWEVER, no such prior consent shall be required to effect a change from one professional manager to another professional manager.

20.3 Abandonment of Condominium Status

Except when acting pursuant to the provisions of the HPR Act involving damage, destruction, or condemnation, the Association shall not, without the prior written consent of One Hundred Percent (100%) of all first mortgagees of record of the Apartments provided each such mortgagee inform the Association in writing of its appropriate address, seek by act or omission to abandon the Condominium status of the Condominium or to abandon, encumber, sell or transfer any of the common areas.

20.4 Copies of Notices

Written notice that an Owner of an Apartment has for more than sixty (60) days failed to meet any obligation under this Amended and Restated Declaration or Association documents shall be given by the Association to any first mortgagee of any such Apartment who has requested to be so notified. Any first mortgagee of any such Apartment

shall, upon request, be entitled to receive written notice of all meetings of the Association and be permitted to designate a representative to attend any such meetings.

20.5 Effective Declaration Amendments

No amendment of this Amended and Restated Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon mortgagees in this Declaration with respect to any unsatisfied mortgage duly recorded unless the Amendment shall be consented to in writing by the holder of such mortgage or does not materially affect any such mortgage.

20.6 Insurance

Where the mortgagee of an Apartment has filed a written request with the Board or where any mortgagee of the Condominium has filed a written request with the Board or is known to the Board, the Board shall:

- (a) Furnish the mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Apartment upon which such mortgagee has a lien;
- (b) Require any insurance carrier to give such mortgagee at least thirty (30) days' written notice before canceling, reducing the coverage or limits, or otherwise substantially modifying any insurance with respect to the Property upon which the mortgagee has a lien (including cancellation for non-payment of premium);
- (c) Not make any settlement of any insurance claims for loss or damage to any such Apartment exceeding \$2,000 without the approval of such mortgagee; provided, that the withholding of such approval shall not be unreasonable or in conflict with the provisions of paragraph 14; and,
- (d) Give the mortgagee written notice of any loss or taking affecting common areas, if such loss or taking exceeds \$10,000 or of any loss, damage or taking affecting any Apartment or limited common area in which it has an interest if such loss, damage or taking exceeds \$1,000.

20.7 Mortgage Clause

The insurance policy required pursuant to paragraph 13.1(a) shall contain a standard mortgage clause which, shall, if reasonably obtainable:

(a) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Apartment or Apartment lease or sublease of a Condominium in their respective order, reference and priority, whether or not named therein;

(b) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act of the Board or Apartment Owners or any persons under any of them; and

(c) Waive any provision invalidating such mortgage clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause.

21. EASEMENTS

21.1 In General

It is intended that in addition to rights under the HPR Act, each Apartment shall have an easement in and through each other Apartment and the common and limited common areas for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto as may reasonably or necessarily be required to effectuate the purposes of this Amended and Restated Declaration or the Act. Without limiting the generality of the foregoing, each Apartment and all common and limited common areas are specifically subject to an easement for the benefit of each of the other Apartments in the same building for all duct work for the several Apartments, for any fireplaces and associated flues or chimneys, the intercom and electrical entry system, if any, the electrical wiring and plumbing, the air conditioning lines and equipment, if any, for each Apartment, the vacuum system roughed-in in each Apartment, if any, and the master antenna cable system, if any, and the location and maintenance of all of the original equipment and facilities and utilities in each such Apartment. The specific mention or reservation of any easement in this Amended and Restated Declaration does not limit or negate the general easement for common facilities reserved by law.

21.2 Association Functions

There is hereby reserved to the Association such easements as are necessary to perform the duties and obligations of the Association as provided in the HPR Act, this Amended and Restated Declaration, the Bylaws, and/or the Rules and Regulations.

21.3 Encroachments

Each Apartment and all common and limited common areas are hereby declared to have an easement over all adjoining Apartments and common and limited common areas for the purpose of accommodating any encroachment, if any, due to engineering errors; errors in original construction, settlement or shifting of the buildings, or any other similar cause, and any encroachment, if any, due to building overhang or projection. There shall be valid easements for the maintenance of any such encroachments so long as they shall exist and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event that an Apartment area or common or limited common area is partially or totally destroyed and is subsequently repaired or rebuilt, the Owners agree that minor encroachments over adjoining Apartments and common and limited common areas shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Apartment.

21.4 Easement for Ingress, Egress, and Access

Each Apartment shall have an easement over, through and across the common areas of the Condominium for ingress, egress, and access to the common areas and facilities and/or to the parking.

21.5 Reservation of Easements

Declarant hereby reserves nonexclusive easements over, across and through the common areas and facilities of the Condominium for the benefit of Declarant and its successors and assigns as the present and future Owners of the Property and land described in paragraph 2 for ingress, egress, access, drainage, and utilities and the right to tie into and utilize any water, sanitary sewer, storm sewer, electricity, gas, telephone and any other utility lines now or hereafter established for the Condominium and an access easement, for ingress and egress, over, across and through the common areas and facilities of the Condominium for the purpose of completing any unfinished Apartments or other improvements or constructing any other improvements or any utilities over, across, under, or through any prior phase of the Condominium.

22. MAINTENANCE AND REPAIR

22.1 Owner Responsibility

Each Owner, at that Owner's own expense, shall perform promptly all cleaning, maintenance, repair, and replacement work:

(a) within that Owner's Apartment which, if omitted, would affect the common area;

(b) on both the interior and exterior of all doors (exterior doors, however, of a building shall be repainted or restained by the Association when the exterior of the building is repainted or restained by the Association), windows (the Association may, however, clean the exterior of windows in any year at the discretion of the Board), screens, patios, and decks bounding that Owner's Apartment; and,

(c) within the limited common area appurtenant to that Owner's Apartment, including without limitation, any fireplace, the flue servicing that fireplace, and the interior of chimneys (the Association may, however, clean the interior of chimneys in any year at the discretion of the Board).

In the event an Owner fails or refuses to perform the cleaning, maintenance, repair, and replacement work required by that Owner under the provisions of this Amended and Restated Declaration, then the Association may perform such work and the cost thereof shall be the personal obligation of the Owner of the Apartment and shall constitute a lien on the Apartment and its interest in the common area and facilities and may be foreclosed in the same manner as the lien for assessments for common expenses.

22.2 Association Responsibility

All other maintenance and repairs are to be performed by the Association, including but not limited to all structural repair, painting and staining, and replacement. The cost thereof is to be a common expense of all the Apartment Owners.

22.3 Right of Entry

The Association shall have the irrevocable right, to be exercised by the Board of Directors and its agents, to have access to each Apartment and limited common area from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the common areas therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common areas or to another Apartment(s), or to do any cleaning, maintenance, repair, and replacement work which the Owner is required to do but has failed or refused to do.

22.4 Exterior Appearance

As set forth more fully in the Rules and Regulations, and paragraph 16.1, and in order to preserve a uniform exterior appearance to the buildings, and to the

common and limited common areas, the Board shall require and provide for the painting and other decorative finish of the buildings, patios, decks, and yard areas, or other common or limited common areas, and shall prescribe the type and color of such decorative finishes. The Board may prohibit, require, or regulate any modification or decoration of the buildings, decks, patios, and yard areas or other common or limited common areas undertaken or proposed by any Owner. This power of the Board extends to screens, doors, awnings, rails, or other visible portions of each Apartment and each building.

23. AMENDMENT OF DECLARATION, AND SURVEY MAP AND PLANS

23.1 Amendment of Declaration

Amendments to this Amended and Restated Declaration shall be made in an instrument in writing entitled "Amendment to Declaration of SUNSET PLAZA CONDOMINIUM" which shall set forth the entire amendment. Except as otherwise provided herein, notice of any proposed amendment shall be given to all Owners of Apartments as provided herein and any proposed amendment shall not be adopted unless approved prior to its adoption by a majority of the Board. Amendments may be adopted at a meeting of the owners if sixty percent (60%) of the Owners by percentage of ownership consent in writing to such amendment. Except as otherwise provided herein, any amendment shall bear the signature of the President of the Board of the Association of Apartment Owners and shall be attested by the Secretary, shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording. Any amendment changing the values and percentage of interest expressed herein shall require the unanimous consent of the Apartment Owners and their mortgagees. It is specifically covenanted and understood by any parties accepting ownership interest in Apartments under this Amended and Restated Declaration that any amendment to this Amended and Restated Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions, restrictions and reservations contained herein which may be affected any or all provisions of this Amended and Restated Declaration.

23.2 Amendment to Survey Map and Plans

The Survey Map and Plans may be amended by the Association obtaining and recording survey map and plans that comply with the HPR Act, and the WCA Act, if applicable, and are adopted by the Owners as if adopting an amendment to this Amended and Restated Declaration. Any amendment to the Survey Map and Plans shall be effective upon recording.

23.3 Discontinuance of Condominium or Removal from Act

In the event that the Owners pursuant to this Declaration or pursuant to any applicable provision of law or the HPR Act take any action which results in the discontinuance of the Condominium or removal of all of the Property from the provisions of the Act, said action shall, if such action is sufficient under the Act, also terminate and discontinue the effect of all or any provisions of this Amended and Restated Declaration or of the Survey Map and Plans unless some other specific provision is made by a recorded amendment to this Amended and Restated Declaration and, if required, to the Survey Map and Plans at the time of any such act.

24. MISCELLANEOUS

24.1 Service of Process

Dobler Management whose address is 3012 South 47th, Suite 2, Tacoma, Washington 98409, is hereby designated as the person upon whom service of process may be effected. This paragraph may be amended by the Board and shall be effective upon the filing of the appropriate documents with the Secretary of State.

24.2 Notices for all Purposes

24.2.1 Delivery of Notice

Any notice permitted or required to be delivered under the provisions of this Amended and Restated Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board in writing for the purpose of service of such notice or to the most recent address known to the Board. Notice to the Owner or Owners of any Apartment shall be sufficient if mailed to the Apartment of such person or persons if no other mailing address has been given to the Board by any of the persons entitled to any notice. The mailing address may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to the President or Secretary of the Board.

24.2.2 Mortgagee Notice

Upon written request therefor, and for a period of three years (or such longer time as the Board may set) after such request, a vendor, mortgage, or deed of trust beneficiary of any Apartment shall be entitled to be sent a copy of any notices respecting the Apartment covered by any security instrument until the request is withdrawn

or the security right discharged. Such written request may be renewed an unlimited number of times.

24.3 Waiver of Partition

Except to the extent otherwise provided in this Amended and Restated Declaration and RCW 64.32.050(3), Declarant and any Owners pursuant to this Declaration waive any statutory right pursuant to RCW 7.52, *et seq.*, any amendments thereto or any common law right to partition with respect to said Property.

24.4 Severability

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, provided the remainder complies with the HPR Act or is effective as covenants affecting the common plan or running with the land.

24.5 Effective Date

This Amended and Restated Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the President and Secretary of the Sunset Plaza Condominium Association have executed this Amended and Restated Condominium Declaration as of the day and year first above written.

**SUNSET PLAZA CONDOMINIUM
ASSOCIATION**

By: John Shaffer
Its: President

ATTESTED TO:

By: Rita Hemmer Kowats
Its: Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 1ST day of APRIL, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN SHAFFER, to me known to be the President of SUNSET PLAZA CONDOMINIUM ASSOCIATION, the corporation that executed the foregoing DECLARATION and acknowledged the said DECLARATION to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that HE is authorized to execute the said DECLARATION.

SUBSCRIBED AND SWORN TO before me this 1ST day of APRIL, 1998.

Clara L. O. Norton
CLARA L. O. NORTON

(Type/Print Name)

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

My appointment expires: 6/5/01

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 3RD day of APRIL, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RITA HEMMER KOWATZ, to me known to be the Secretary of SUNSET PLAZA CONDOMINIUM ASSOCIATION, the corporation that executed the foregoing DECLARATION and acknowledged the said DECLARATION 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 DECLARATION.

SUBSCRIBED AND SWORN TO before me this 3RD day of APRIL, 1998.

Clara L. O. Norton
CLARA L. O. NORTON

(Print Name)

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

My appointment expires: 6/5/01

**EXHIBIT A
TO
AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
SUNSET PLAZA CONDOMINIUM**

LEGAL DESCRIPTION

That portion of the property in Pierce County, Washington, described as follows:

Beginning at a point on the north line of Government Lot 2 in Section 3, Township 20 North, Range 2 East of the W.M., and 1053.51 feet distant easterly from the northwest corner of said Government Lot 2; thence south $82^{\circ}58'30''$ west 259.67 feet; thence north $89^{\circ}51'27''$ west 302.66 feet; thence along a line bearing south $82^{\circ}32'52''$ west a distance of 166.42 feet to a point 74.76 feet south of the north line of said Government Lot 2, to a line parallel with and 330 feet east of the west line of said Government Lot 2; thence south along said parallel line to the northeasterly line of Olympic Boulevard as appropriated by the City of Tacoma in Pierce County Superior Court Cause No. 81091, for Narrows Bridge Approach; thence southeasterly along said northeasterly line to a point 30 feet south of and perpendicular to the extension west of the south line of alley south of Block 5, HIGHLANDS NARROWSVIEW ADDITION TO THE CITY OF TACOMA, PIERCE COUNTY, WASHINGTON, according to plat recorded in Book 13 of Plats at page 58; thence east on a line parallel to and 30 feet south of said extension of the south line of alley south of Block 5 to the intersection with the west line, extended south of the plat of Highlands Narrowsview Addition to the City of Tacoma; thence north on said west line and extension thereof to the north line of said Government Lot 2; thence west on said north line, to the point of beginning.

**EXHIBIT B
TO
AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
SUNSET PLAZA CONDOMINIUM**

SUNSET PLAZA ADDRESSES

<u>Building A</u>	<u>Street Address</u>
Apts. 101, 102, 201, 202,	7302 Skyview Place North
103, 104, 203, 204,	7304 Skyview Place North
105, 106, 205, 206,	7306 Skyview Place North
107, 108, 207, 208	7308 Skyview Place North
<u>Building B</u>	
Apts. 101, 102, 201, 202,	7310 Skyview Place North
301, 302	
103, 104, 203, 204,	7312 Skyview Place North
303, 304	
<u>Building C</u>	
Apts. 101, 102, 201, 202	7314 Skyview Place North
301, 302	
103, 104, 203, 204,	7316 Skyview Place North
303, 304	
<u>Building D</u>	
Apts. 101, 102, 201, 202,	7318 Skyview Place North
301, 302	
103, 104, 203, 204,	7320 Skyview Place North
303, 304	
<u>Building E</u>	
Apts. 101, 102, 201, 202,	7322 Skyview Place North
301, 302	
103, 104, 203, 204,	7324 Skyview Place North
303, 304	
<u>Building F</u>	
Apts. 103, 104, 203, 204,	7309 Skyview Place North
303, 304	
101, 102, 201, 202,	7311 Skyview Place North
301, 302	

Building G

Apts. 103, 104, 203, 204, 303, 304	7305 Skyview Place North
101, 102, 201, 202, 301, 302	7307 Skyview Place North

Building H

Apts. 101, 102, 201, 202, 301, 302	7302 Skyview Lane North
103, 104, 203, 204, 303, 304	7304 Skyview Lane North

Building I

Apts. 101, 102, 201, 202 301, 302	7306 Skyview Lane North
103, 104, 203, 204, 303, 304	7308 Skyview Lane North

Building J

Apts. 101, 102, 201, 202, 301, 302	7310 Skyview Lane North
103, 104, 203, 204, 303, 304	7312 Skyview Lane North

Building K

Apts. 101, 102, 201, 202	7313 Skyview Lane North
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Building L

Apts. 101, 102, 201, 202 301, 302	7315 Skyview Lane North
103, 104, 203, 204, 303, 304	7317 Skyview Lane North

Building M

Apts. 101, 102, 201, 202 301, 302	7318 Skyview Lane North
103, 104, 203, 204, 303, 304	7320 Skyview Lane North

Building N

Apts. 101, 102, 201, 202 301, 302	7324 Skyview Lane north
103, 104, 203, 204, 303, 304	7322 Skyview Lane North

Recreation Building

7309 Skyview Lane North
Tacoma, Washington 98406

For reference only, not for re-sale.

**EXHIBIT C
TO
AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
SUNSET PLAZA CONDOMINIUM**

Description of Apartments

The following Apartments are "A" type Apartments, contain approximately 1,008 square feet with a lanai, excluding the hobby/storage room of approximately 96 square feet, and consist a total of seven rooms: two bedrooms, one and one-half bathrooms, a living room, a dining room, and a kitchen with a utility room:

<u>BUILDING</u>	<u>APARTMENT</u>
A	106, 108, 206, 208
C	101, 104, 201, 204, 301, 304
D	101, 104, 201, 204, 301, 304
E	101, 201, 301

The following Apartments are "B" type Apartments, contain approximately 1,028 square feet with a lanai, excluding the hobby/storage room of approximately 96 square feet, and consist of a total of seven rooms: two bedrooms, two bathrooms, a living room, a dining room, and a kitchen with a utility room:

<u>BUILDING</u>	<u>APARTMENT</u>
A	101, 102, 104, 201, 202, 204
F	104, 204, 304
G	101, 104, 201, 204, 301, 304
H	101, 201, 301, 104, 204, 304
K	101, 102, 201, 202

The following apartments are "BH"* type Apartments, contain approximately 1,068 square feet with a lanai, excluding the hobby/storage room of approximately 96 square feet, and consist of a total of seven rooms: two bedrooms, two bathrooms, a living room, a dining room, and a kitchen with a utility room:

<u>BUILDING</u>	<u>APARTMENT</u>
I	101, 201, 301, 104, 204, 304
J	101, 201, 301, 104, 204, 304
L	101, 201, 301, 104, 204, 304

* barrier free apartments

The following Apartments are "C" type Apartments, contain approximately 1,026 square feet with a lanai, excluding the hobby/storage room of approximately 96 square feet, and consist of seven rooms: two bedrooms with a walk-in closet off the master bedroom, one and one-half bathrooms, a living room, a dining room, and a kitchen with a utility room:

<u>BUILDING</u>	<u>APARTMENT</u>
A	105, 107, 205, 207
C	102, 103, 202, 203, 302, 303
D	102, 103, 202, 203, 302, 303
E	102, 103, 202, 203, 302, 303

The following Apartments are "D" type Apartments, contain approximately 1,046 square feet with a lanai, excluding the hobby/storage room of approximately 96 square feet, and consist of seven rooms: two bedrooms with a walk-in closet off the master bedroom, two bathrooms, a living room, a dining room, and a kitchen with a utility room:

<u>BUILDING</u>	<u>APARTMENT</u>
A	102, 203
B	102, 103, 202, 203, 302, 303
F	102, 103, 202, 203, 302, 303
G	102, 103, 202, 203, 302, 303
H	102, 202, 302, 103, 203, 303
M	102, 202, 302, 103, 203, 303
N	102, 202, 302, 103, 203, 303

The following Apartments are "DH"* type Apartments, contain approximately 1,086 square feet with a lanai, excluding the hobby/storage room of approximately 96 square feet, and consist of seven rooms: two bedrooms with a walk-in closet off the master bedroom, two bathrooms, a living room, a dining room, and a kitchen with a utility room:

<u>BUILDING</u>	<u>APARTMENT</u>
I	102, 202, 302, 103, 203, 303
J	102, 202, 302, 103, 203, 303
L	102, 202, 302, 103, 203, 303

* barrier free apartments

The following Apartments are "E" type Apartments, contain approximately 1,203 square feet with a lanai, excluding the hobby/storage room of approximately 96 square feet, and consist of eight rooms: three bedrooms, two bathrooms, a living room, a dining room, and a kitchen with a utility room:

<u>BUILDING</u>	<u>APARTMENT</u>
B	101, 104, 201, 204, 301, 304
N	104, 204, 304

The following Apartments are "F" type Apartments, contain approximately 1,285 square feet with a lanai, excluding the hobby/storage room of approximately 96 square feet, and consist of eight rooms: three bedrooms, two bathrooms, a living room, a dining room, and a kitchen with a utility room:

<u>BUILDING</u>	<u>APARTMENT</u>
E	104, 204, 304
F	101, 201, 301
M	101, 201, 301, 104, 204, 304
N	101, 201, 301

EXHIBIT D

TO

AMENDED AND RESTATED

CONDOMINIUM DECLARATION

FOR

SUNSET PLAZA CONDOMINIUM

Percentage of Ownership

164 Apartments

All Buildings

<u>Apartment</u>	<u>Ownership %</u>	<u>Apartment</u>	<u>Ownership %</u>
A-101	.6297	C-201	.5454
A-102	.6297	C-202	.5679
A-103	.6297	C-203	.5679
A-104	.6297	C-204	.5454
A-105	.6240	C-301	.5679
A-106	.6240	C-302	.5904
A-107	.6240	C-303	.5904
A-108	.6240	C-304	.5679
A-201	.6747		
A-202	.6747	D-101	.5229
A-203	.6747	D-102	.5679
A-204	.6747	D-103	.5679
A-205	.6690	D-104	.5229
A-206	.6690	D-201	.5454
A-207	.6690	D-202	.5679
A-208	.6690	D-203	.5679
		D-204	.5454
B-101	.6466	D-301	.5679
B-102	.5229	D-302	.5904
B-103	.5229	D-303	.5904
B-104	.6466	D-304	.5679
B-201	.6578		
B-202	.5454	E-101	.5229
B-203	.5454	E-102	.5454
B-204	.6578	E-103	.5454
B-301	.6803	E-104	.6269
B-302	.5679	E-201	.5454
B-303	.5679	E-202	.5679
B-304	.6803	E-203	.5679
		E-204	.6578
C-101	.5229	E-301	.5679
C-102	.5454	E-302	.5904
C-103	.5454	E-303	.5904
C-104	.5229	E-304	.6803

For reference only, not for re-sale.

<u>Apartment</u>	<u>Ownership %</u>
F-101	.6466
F-102	.5454
F-103	.5454
F-104	.5229
F-201	.6578
F-202	.5679
F-203	.5679
F-204	.5454
F-301	.6803
F-302	.5904
F-303	.5904
F-304	.5679
G-101	.5116
G-102	.5229
G-103	.5229
G-104	.5116
G-201	.5229
G-202	.5341
G-203	.5341
G-204	.5229
G-301	.5454
G-302	.5566
G-303	.5566
G-304	.5454
H-101	.5960
H-102	.5960
H-103	.5960
H-104	.5960
H-201	.6185
H-202	.6185
H-203	.6185
H-204	.6185
H-301	.6410
H-302	.6410
H-303	.6410
H-304	.6410
I-101	.5791
I-102	.5791
I-103	.5791
I-104	.5791
I-201	.6185
I-202	.6185
I-203	.6185
I-204	.6185
I-301	.6578
I-302	.6578

<u>Apartment</u>	<u>Ownership %</u>
I-303	.6578
I-304	.6578
J-101	.5791
J-102	.5791
J-103	.5791
J-104	.5791
J-201	.6185
J-202	.6185
J-203	.6185
J-204	.6185
J-301	.6691
J-302	.6691
J-303	.6691
J-304	.6691
K-101	.6047
K-102	.6047
K-201	.6185
K-202	.6185
L-101	.6072
L-102	.6072
L-103	.6072
L-104	.6072
L-201	.6522
L-202	.6522
L-203	.6522
L-204	.6522
L-301	.6747
L-302	.6747
L-303	.6747
L-304	.6747
M-101	.6691
M-102	.5791
M-103	.5791
M-104	.6578
M-201	.7197
M-202	.6185
M-203	.6185
M-204	.6972
M-301	.7703
M-302	.6691
M-303	.6691
M-304	.7478

<u>Apartment</u>	<u>Ownership %</u>
N-101	.6691
N-102	.5791
N-103	.5791
N-104	.6691
N-201	.7197
N-202	.6185
N-203	.6185
N-204	.7197
N-301	.7703
N-302	.6691
N-303	.6691
N-304	.7703

<u>Apartment</u>	<u>Ownership %</u>
Total	100.0000%

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