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DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SILVER CREEK, A CONDOMINIUM

RECORDED

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DEAN V. ALLEN'S AUDITOR
SNOHOMISH COUNTY, WASH
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**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
SILVER CREEK, A CONDOMINIUM**

This Declaration of Covenants, Conditions, and Restrictions is made and executed as of this 27 day of June, 1990 by Harold R. Adams and Teresa Adams, husband and wife, J. Herbert McAbee and Susan L. McAbee, husband and wife, Gary Schaeffer and Sharon A. Schaeffer, husband and wife, Rick Whetzel and Mary A. Whetzel, husband and wife (collectively "the Declarants") pursuant to the Horizontal Property Regimes Act, RCW 64.32, for the purpose of submitting the property described below to the Act and creating covenants, conditions, and restrictions running with the land.

1. DEFINITIONS.

1.1 Words Defined. For the purposes of this Declaration and any amendment hereto, the following definitions shall apply, whether or not the defined word or phrase is capitalized in the text:

1.1.1 Act means the Horizontal Property Regimes Act of the state of Washington, Laws of 1963, Chapter 156, presently codified in Chapter 64.32, Revised Code of Washington, and amendments thereto.

1.1.2 Articles means the articles of incorporation of the Association.

1.1.3 Association means the association of apartment owners described in section 14.

1.1.4 Board means the board of directors of the Association.

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1.1.5 Bylaws means the bylaws of the Association.

1.1.6 Common Area and Common Areas and Facilities mean the common areas and facilities described in sections 6 and 7.

1.1.7 Condominium means the horizontal property regime created by this Declaration.

1.1.8 Condominium Documents means the Declaration, Articles, Bylaws, and Rules and Regulations.

1.1.9 Declarants means Harold R. Adams and Teresa Adams, husband and wife, J. Herbert McAbee and Susan L. McAbee, husband and wife, Gary Schaeffer and Sharon A. Schaeffer, husband and wife, Rick Whetzel and Mary A. Whetzel, husband and wife, and their heirs, representatives, successors, and assigns.

1.1.10 Declarants' Attorney-in-Fact means the Declarants' attorney-in-fact identified in section 31.

1.1.11 Declaration means this Declaration of Covenants, Conditions, and Restrictions for Silver Creek, as it may from time to time be amended.

1.1.12 Eligible Mortgage Holders means those institutional holders of first mortgages on any unit who have requested notice from the Association of any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

1.1.13 First Mortgage and First Mortgagee mean, respectively, (a) a recorded mortgage on a unit that has legal priority over all other mortgages thereon, and (b) the holder of a first mortgage.

1.1.14 Institutional Holder of a mortgage means a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation in the business of owning or servicing real estate mortgages, or insurance company, or any federal or state agency.

1.1.15 Managing Agent means the person designated by Declarants under Section 15.2 or by the Board under Section 16.4.

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exercised by the guardian of a unit owner, the attorney-in-fact for the owner under a durable power of attorney or under section 31 of the Declaration, or the personal representative of the owner's estate.

1.5 Multiple Owners. If a unit is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community unless a contrary written designation of voting representative has been filed with the Board. The vote for a unit may not be divided into partial votes. If no single voting representative has been designated per section 1.4 by the co-owners of a unit with multiple owners, and the co-owners are unable to agree on how the unit's vote shall be cast, then the unit shall lose its right to vote on the matter in question.

1.6 Pledged Votes. A unit owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a mortgagee. If an owner is in default under the first mortgage on his unit for 90 consecutive days or more, his mortgagee shall automatically be authorized to declare at any time thereafter that the unit owner has pledged his vote on all issues to the mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a mortgagee, only the vote of the mortgagee will be recognized on the issues that are subject to the pledge.

1.7 Annual Meetings. There shall be an annual meeting of the members of the Association in the first quarter of the fiscal year at such reasonable place and time as is designated in a written notice from the Board; provided that the Association may (1) hold the annual meeting for 1990 in the latter half of 1990, and/or (2) combine the annual meetings for 1990 and 1991 into a single meeting, to be held either in 1990 or 1991. At the annual meeting the audited financial statement for the preceding year and the budget the Board has adopted for the current year shall be presented, the new Board shall be elected, and other business may be transacted. Any first mortgagee of a unit may attend or designate a representative to attend any annual meeting of the Association.

1.8 Special Meeting. The president of the Association, the Board of Directors, or owners having 35% of the total voting power of the Association shall have the power to call a special meeting of the members. The president of the Association shall have the responsibility for calling such a meeting upon receipt of a written resolution of the Board, a written request signed by a majority of the Board members, or a written request from owners holding at least 35% of the voting

1.1.16 Mortgage means (1) a recorded mortgage or deed of trust that creates a lien against a unit, or (2) a recorded real estate contract for the sale of a unit. For the purposes of this Declaration (including definitions 1.1.12, 1.1.13, and 1.1.14), "mortgage" does not include any encumbrance against the Property recorded prior to this Declaration.

1.1.17 Mortgagee means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a unit created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a unit. For the purposes of this Declaration (including definitions 1.1.12, 1.1.13, and 1.1.14), "mortgagee" does not include the holder of any encumbrance against the Property recorded prior to this Declaration.

1.1.18 Owner or unit owner means the legal owner of a unit. In a unit subject to a real estate contract, the owner for the purposes of this Declaration shall be the contract purchaser.

1.1.19 Person means an individual, corporation, partnership, association, trust, or other legal entity.

1.1.20 Property means the land described in section 3 and the buildings and all improvements and structures now or hereafter placed on it.

1.1.21 Rules and Regulations means the administrative rules and regulations for the condominium promulgated under Section 16.1.

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

1.1.23 Transition Date means the transition date defined in section 15.1.

1.1.24 Unit means an "apartment" as that term is defined in the Act; i.e., a residential unit composed of rooms and other enclosed spaces in a building. The boundaries of a unit are the unfinished interior surfaces of its perimeter walls, floors, ceilings, windows, and doors, and the unit includes both the portions of the building so described and the air space so encompassed.

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

1.3 Statutory Definitions. Some of the terms defined above are also defined in the Act. The definitions in this Declaration are not intended to limit or contradict the definitions in the Act. If there is any inconsistency or conflict the definition in the Act will prevail.

1.4 Usage. References to sections and exhibits, unless otherwise indicated, shall be to the sections and exhibits of this Declaration.

2. SUBMISSION OF THE PROPERTY TO THE CONDOMINIUM ACT.

The Declarants make this Declaration for the purpose of submitting the Property to the condominium form of use and ownership and to the provisions of the Act. The Declarants hereby declare that the Property shall be held, used, conveyed, encumbered, leased, rented, occupied, and improved subject to the covenants, conditions, and restrictions stated in this Declaration, all of which are in furtherance of the division of the Property into condominium units and common areas and facilities as part of a plan for the general improvement of the Property. These covenants, conditions, and restrictions shall run with the land and be a burden and benefit upon the real property interests created hereunder, and shall be binding upon any person acquiring or owning any interest in the condominium units or the common areas and facilities.

3. DESCRIPTION OF THE LAND ON WHICH THE BUILDINGS AND IMPROVEMENTS ARE LOCATED.

The Property submitted to the Act to become condominiums is legally described as follows:

Lots 1 through 13, inclusive and Tracts 100 through 104, inclusive, plat of Silver Creek, Volume 46, Pages 126 through 129, inclusive, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

4. DESCRIPTION OF THE BUILDINGS.

There are 13 buildings on the Property, each of which has four units. The buildings are identified by number and street address on Exhibit 1. They are principally of wood frame construction on concrete foundations with vinyl exteriors and cedar shake roofs. Each building has two stories and no basement. Each building contains four units, designated A, B, C, and D. The location and configuration of each building are shown on the Survey Map and Plans.

5. DESCRIPTION OF THE UNITS.

All units have two (2) bedrooms, one and one-half (1 1/2) bathrooms, a kitchen, a living and dining area, and a fire place. There are four (4) types of units. Type A units are located on the first floor in the rear of each building. Type B and Type C units are two story units located in the middle of each building. Type D units are located on the second floor in the front of each building. Each unit has a garage which is part of the unit.

The identifying number of each unit and its approximate area are given in exhibit 2. The location and configuration of each unit are shown on the Survey Map and Plans.

6. DESCRIPTION OF COMMON AREAS AND FACILITIES.

6.1 Description. The common areas and facilities shall consist of those specified in the Act, as well as the following:

6.1.1 The land described in section 3;

6.1.2 All parts of the buildings not within the units, including, without limitation, crawl spaces under the buildings, if any, attics, chimneys, roofs, foundations, studs, joists, beams, supports, walls (excluding nonbearing interior partitions of the units) and all other structural parts of the buildings, to the unfinished interior surfaces of the units' perimeter walls, floors, ceilings, windows, and doors;

6.1.3 Pipes, conduits, wires, and other fixtures or equipment for utilities, wherever they may be located, whether in partitions or otherwise;

6.1.4 The grounds outside the buildings and fixtures, equipment, or other installations located on or under them, including, without limitation, access roads leading to

public streets and highways, curbs, loading zones, guest parking spaces, walkways, yards, landscaped areas, fences bordering or located on the Property, the storm drain system, garbage dumpsters owned by the Association, signs or other informational displays erected or installed by the Declarants or the Association;

6.1.5 The limited common areas and facilities described in section 7.

6.1.6 Certain items which might ordinarily be considered common areas such as, but not limited to, air conditioning units, screen doors, window screens, awnings, and planter boxes, may pursuant to the Bylaws or the Rules and Regulations be designated to be furnished and maintained by unit owners at their individual expense, in good order, according to the standards and requirements set forth in the Bylaws or the Rules and Regulations.

6.2 Use. Each unit owner shall have the right to use the common areas and facilities (except the limited common areas and facilities reserved for other units) in common with all other unit owners. The right to use the common areas and facilities shall extend not only to each unit owner, but also to his agents, tenants, family members, and guests. The right to use the common areas and facilities, including the limited common areas and facilities, shall be governed by the Condominium Documents. The owners shall not by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common areas and facilities and no other person shall have the right to have them partitioned or divided. The granting of easements for utilities or for other purposes consistent with the intended use of the common areas and facilities by the unit owners and occupants shall not be deemed a partition or division. A subdivision of a limited common area as an incident to an authorized subdivision of a unit pursuant to this Declaration will not be deemed a violation of this provision.

6.3 Easement. The owners of the respective units agree that if any portion of the common areas and facilities encroaches upon a unit, or vice versa, a valid easement for the encroachment and for its maintenance shall exist for as long as the encroachment exists. If one or more of the buildings is partially or totally destroyed and then rebuilt, minor encroachments on parts of the common areas and facilities due to construction shall be permitted and valid easements for said encroachments and the maintenance thereof shall exist.

7. DESCRIPTION OF LIMITED COMMON AREAS.

7.1 Description. Some common areas and facilities, called limited common areas, are reserved for the exclusive use of the unit to which they are assigned:

7.1.1 The uncovered asphalted parking areas between the garages and the access road, as indicated on the Survey Map and Plans, are reserved for the units as designated on exhibit 2.

7.1.2 The deck adjacent to each type D unit and the stairway and landing leading from the ground floor to each such deck are reserved for the respective type D units.

7.1.3 Each ground floor entry, patio, and privacy screen surrounding the patio is reserved for the unit to which it is adjacent.

7.1.4 A mail box is reserved for each unit.

7.2 Appurtenant to Units. Conveyance and resale of any unit includes the exclusive right to the use of the limited common areas and facilities appurtenant to the unit, even though the deed or other instrument of conveyance may fail to say so.

8. EXCLUSIVE OWNERSHIP AND POSSESSION BY OWNER.

Each owner shall be entitled to exclusive ownership and possession of his unit. Each owner shall be entitled to an undivided interest in the common areas in an amount equal to the percentage described in exhibit 2. The percentage of undivided interest of each owner of the common areas shall not be altered without the amendment of this Declaration, consented to by all the owners. The percentage of the undivided interest in the common areas shall not be separated from the unit to which it appertains and shall be deemed to be conveyed, encumbered, or released from liens along with the unit even though such interest is not mentioned or described in the deed or other instrument of conveyance or release. Each owner has a nonexclusive easement over the common areas and facilities (except for the limited common areas) for use in accordance with the purposes for which they were intended.

9. ACCESS.

The right of ingress to and egress from each unit shall be perpetual and appurtenant to the unit. Each unit has direct access from its entrance to common area walks, from there to

the road on the Property known as 201st Street S.E., and from this road to S.R. 527, known as the Bothell-Everett Highway.

10. VALUE OF THE PROPERTY AND EACH UNIT AND THE PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREAS.

For the purpose of meeting certain requirements of the Act, the value of the Property is declared to be \$4,523,327. The value of each unit and the percentage of the undivided interest in the common areas and facilities appertaining to each unit for all purposes, including voting, are set forth in exhibit 2. The values do not necessarily reflect the amounts for which the units will be sold by the Declarants, or others, and will not be altered by any variation in the selling prices.

11. PARKING SPACES AND RESTRICTIONS.

11.1 Number and Location. Each unit has an enclosed garage which is part of the unit. In addition there is an outdoor parking area extending from each unit's garage to the road on the Property, as indicated on the Survey Map and Plans. These uncovered parking areas are limited common area appurtenant to the units as designated on exhibit 2. In addition to the parking areas just described, there are asphalted parking areas adjacent to the road on the Property which are not part of or assigned to any unit and are not delineated on the Survey Map and Plans.

11.2 Use of Uncovered Parking Spaces. Uncovered parking spaces may be used for the parking of operable passenger motor vehicles. The use of the uncovered parking spaces for parking trucks, trailers, or recreational vehicles, or for any other purpose, shall be permitted only to the extent expressly allowed by the Rules and Regulations, and shall not be allowed unless Rules and Regulations permitting such use are promulgated. The Board may direct that any vehicle or other thing improperly parked or kept in an uncovered parking space be removed, and if it is not removed within ten days, the Board may cause it to be removed at the risk and cost of the owner. "Uncovered parking space," when used in this Section 11.2, includes both those uncovered parking spaces that are limited common area and those that are not reserved for any particular unit.

11.3 Rental and Transfer Parking Spaces. The owner of a unit may rent all or part of the uncovered parking space reserved for his unit to the occupant of another unit, but such rental shall be subject to termination on 15 days notice. Rental of such an uncovered parking space shall be terminated

automatically and without notice upon the transfer of title of the unit to which it is appurtenant.

12. PERMITTED USES, COVENANTS, CONDITIONS, AND RESTRICTIONS; MAINTENANCE AND REPAIR.

12.1 Residential and Other Use. The buildings and units are intended for and restricted to use as single-family residences and for social, recreational, and other reasonable activities normally incident to such use, and for the purposes of operating the Association and managing the condominium if required; provided, that any owner may conduct business activities out of his or her unit so long as the owner also resides in the unit, and such business activities (a) are permitted under applicable laws, ordinances and regulations (including zoning regulations), and (b) comply with all restrictions in the Condominium Documents, including, without limitation, signage restrictions and all Rules and Regulations. Nothing in the foregoing shall restrict the right of the Declarants or their agents to use units for a sales office or models for sales of units.

12.2 Leases. No unit owner or other person shall be permitted to lease a unit for a term less than 30 days. No lease of a unit may be of less than the entire unit. Any lease must be in writing and must provide that it shall be subject to the Condominium Documents, and that any failure by the tenant to comply with the terms of such document shall be a default under the lease. Copies of all leases and rental agreements shall be delivered to the Board before the tenancy commences. The Association may proceed directly against the owner or against the tenant for any violation of the Condominium Documents. Other than as stated in this section 12.2, there are no restrictions on the right of any unit owner to lease his unit.

12.3 Maintenance.

12.3.1 Each unit owner shall, at the owner's sole expense, keep the interior of the unit and its fixtures, equipment, and appliances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair, and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of his unit. Each owner shall be responsible for the maintenance, repair, and replacement of any fixtures, equipment, or appliances which are in the units, and shall replace any glass in the windows and in the exterior doors of the unit that becomes cracked or broken. Each unit owner will be responsible

for care, maintenance, cleanliness, and orderliness of the limited common areas appurtenant to the unit, except that the sweeping and maintenance of the uncovered parking areas reserved for the units shall be the responsibility of the Association.

12.3.2 The repair of the following portions of the decks appurtenant to the type D units shall be the responsibility of the owners of said units: the floorboards and the interior surfaces of the wall around the deck (including the lattice portions). The remaining portions of the deck--i.e., the exterior of the wall, the beams supporting the deck, and the trimboard on top of the wall--shall be the responsibility of the Association. The stairs leading to each Type D unit and the landing at the bottom of the stairs shall also be maintained by the Association. It shall be the responsibility of the Association to maintain and repair all other limited common areas, including, without limitation, the patios and privacy screens appurtenant to the type A, B, and C units.

12.3.3 The Association shall be responsible for maintaining all common areas and facilities (with the exceptions of those portions of the limited common areas appurtenant to type D units described above).

12.4 Exterior Appearance. In order to preserve a uniform exterior appearance of the buildings, the Board may provide for the painting of the buildings and prescribe the type and color of paint. No owner may modify or decorate the exterior of the buildings, screens, doors, awnings, or other portions of any unit or building visible from the outside without the prior written consent of the Board or in accordance with the Rules and Regulations. The Board may also require use of a uniform color and fabric for draperies, under-draperies, drapery lining, or blinds for all units.

12.5 Effect on Insurance. Nothing shall be done or kept in any unit or the common areas which will increase the rate of insurance on the Property without the prior written consent of the Board. Nothing shall be done or kept in any unit or the common areas that will result in the cancellation of insurance on any part of the Property.

12.6 Preservation of the Common Areas. The common areas shall not be altered or built upon and nothing shall be removed from or stored on them (other than personal property in the limited common areas) without the prior written consent of the Board.

12.7 Signs. No sign shall be displayed to public view on or from any unit or common area without the prior consent of the Board; provided that the Board shall permit a sign advertising any unit for sale, subject to such restrictions of the size, style, and location of such signs as are deemed appropriate by the Board. This section shall not apply to the Declarants or their agents.

12.8 Pets. Domestic household pets such as dogs and cats may be kept by the unit owners provided that the keeping of pets shall be subject to the Rules and Regulations adopted by the Board. Dogs when outdoors must be accompanied by the owner and kept on a leash. The Board may require the removal of any animal which in the exercise of its discretion it finds to be unreasonably dangerous or disturbing to the other unit owners. The Board may exercise this authority for particular animals even though other animals (including animals of the same type) are permitted to remain.

12.9 Offensive Activity. No noxious or offensive activity shall be carried on on the Property, nor shall anything be done that shall become an annoyance or nuisance to other unit owners, or which would be in violation of any laws, regulations, or ordinances. No part of the Property shall be used as a dumping ground for trash or garbage.

12.10 Zoning. Zoning, building, environmental, and other similar governmental regulations shall be observed. In the event of any conflict or inconsistency between any such government regulations and the Condominium Documents, the more restrictive provisions shall apply.

12.11 Implementation of Restrictions. The Board shall have the authority to adopt Bylaws and Rules and Regulations to implement the foregoing restrictions.

12.12 No Restrictions on Conveyances. The right of a unit owner to sell, transfer or otherwise convey the unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf.

13. ENTRY FOR REPAIRS.

The Association and its agents may enter any unit and limited common area appurtenant thereto to make repairs, improvements, replacements, maintenance deemed by the Board to be necessary in the performance of its duties, to do necessary

work that the unit owner has failed to perform, or to prevent damage to the common areas and facilities or to another unit. Except in cases of emergency that preclude advance notice, the Board shall give the occupant of the unit reasonable notice and an explanation for the need for entry as far in advance of entry as is reasonably possible. Such entry shall be made with as little inconvenience to the owners and occupants as possible. Any damage caused by such entry shall be repaired by the Association as a common expense, unless repairs or maintenance are necessitated by acts or default of the owner or occupant of the unit entered, in which event the costs and repairs or maintenance shall be specially assessed to that unit.

14. CONDOMINIUM ASSOCIATION AND VOTING.

14.1 Form of Association. The owners of the units shall constitute an Association of owners as defined in the Act. The Association shall be a nonprofit corporation, called Silver Creek Condominium Association, formed under the laws of the State of Washington. The rights and duties of the members and of the Association shall be governed by the Act and the Condominium Documents.

14.2 Qualification for Membership. Each unit owner (including the Declarants) shall be a member of the Association and shall be entitled to one membership for each unit owned. If a unit has been sold under a real estate contract, the contract purchaser shall exercise the rights of the unit owner for purposes of the Association, this Declaration, and the Bylaws, and shall be the voting representative unless otherwise specified in the real estate contract. Ownership of a unit shall be the sole qualification for membership in the Association.

14.3 Transfer of Membership. The membership of each unit owner (including Declarants) in the Association shall be appurtenant to the unit giving rise to such membership, and shall not be transferred in any way except upon the transfer of title to the unit and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a unit shall operate automatically to transfer membership in the Association to the new owner.

14.4 Number of Votes. The total voting power of all the owners shall be 100 votes and the number of votes available to the owner of any one unit shall be equal to the percentage of undivided interest in the common areas and facilities appertaining to the unit as described in exhibit 2. If a

person owns more than one unit, he shall have the votes appertaining to each unit owned.

14.5 Voting Representative. A unit owner may, by written notice to the Board, designate a voting representative for the unit. The voting representative need not be an owner. Except where the designee is a mortgagee of a unit and except as provided in section 31, the designation may be revoked at any time by written notice to the Board from a person having an ownership interest in the unit, or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the unit. This power of designation and revocation may be exercised by the guardian of a unit owner, the attorney-in-fact for the owner under a durable power of attorney or under section 31, or the personal representative of the owner's estate.

14.6 Multiple Owners. If a unit is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community unless a contrary written designation of voting representative has been filed with the Board. The vote for a unit may not be divided into partial votes. If no single voting representative has been designated per section 14.5 by the co-owners of a unit with multiple owners, and the co-owners are unable to agree on how the unit's vote shall be cast, then the unit shall lose its right to vote on the matter in question.

14.7 Pledged Votes. A unit owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a mortgagee. If an owner is in default under the first mortgage on his unit for 90 consecutive days or more, his mortgagee shall automatically be authorized to declare at any time thereafter that the unit owner has pledged his vote on all issues to the mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a mortgagee, only the vote of the mortgagee will be recognized on the issues that are subject to the pledge.

14.8 Annual and Special Meetings. There shall be an annual meeting of the members of the Association in the first quarter of the fiscal year at such reasonable place and time as is designated in a written notice from the Board delivered pursuant to the Bylaws. The audited financial statement for the preceding year and the budget the Board has adopted for the current year shall be presented at the annual meeting for the information of the members. The special meetings of the members of the Association may be called in the manner provided in the Bylaws. Any first mortgagee of a unit may attend or

designate a representative to attend any meeting of the Association.

14.9 Audits. As soon as is convenient after the close of each fiscal year, the Board shall have an audited financial statement prepared for that year. The audit shall be made by a certified or licensed public accountant who is not a member of the Board or a unit owner. The audit shall be completed in time for the Association's annual meeting and in any event within 90 days following the end of the fiscal year. The Board, or persons having 35% of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting. A unit owner or first mortgagee, at his expense, may at any reasonable time conduct an audit of the books of the Board and Association.

14.10 Books and Records, Inspection. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Association in a form that complies with generally accepted accounting principles. At reasonable times and places, the books and records of the Association shall be available for inspection by any unit owner, prospective purchaser, holder of a mortgage on any unit, or the agents or attorneys of any of them.

15. MANAGEMENT PRIOR TO TRANSITION.

15.1 Transition Date. The Transition Date shall be the date upon which the authority and responsibility to administer and manage the Association and the condominium passes to the Association. The Transition Date will be the earliest of (1) the date designated by the Declarants in a written notice to the unit owners, which may be any date after the Declaration has been recorded; (2) the 120th day after the Declarants have transferred title to purchasers of units representing 75% of the total voting power; or (3) the third anniversary of the recording of this Declaration.

15.2 Management Prior to Transition. Prior to the Transition Date, the Declarants shall have the power and authority to exercise all of the rights, duties, and functions of the Board and officers of the Association, including but not limited to adopting Bylaws and Rules and Regulations, contracting for the purchase of goods and services, buying insurance, and collecting and expending assessments and other Association funds. The Declarants shall have the power to contract with an experienced professional managing agent and delegate to the managing agent all the powers and duties of the

Board that the Board is authorized to delegate under Section 16.4. All such management contracts made by the Declarants shall be subject to the same requirements as are set forth in section 16.4. Declarants may from time to time select or replace an interim Board of two to five directors who need not be unit owners, and who shall exercise all the powers, duties, and functions of the Board.

16. AUTHORITY AND DUTIES OF THE BOARD.

16.1 Adoption of Bylaws, Rules and Regulations. The Board, on behalf of the Association, is empowered to adopt, amend, and revoke Bylaws and detailed administrative Rules and Regulations necessary or convenient from time to time to ensure compliance with this Declaration and to promote the comfortable use and enjoyment of the Property. The Bylaws and the Rules and Regulations of the Association shall be binding upon all unit owners and occupants and all other persons claiming any interest in the Condominium.

16.2 Enforcement. The Board shall have the power and duty to enforce the Condominium Documents for the benefit of the Association. If a legal action is brought to interpret or enforce compliance with the Condominium Documents, the prevailing party shall be entitled to recover reasonable attorneys fees in addition to all amounts otherwise recoverable.

16.3 Goods and Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the functioning of the condominium. These goods and services shall include (by way of illustration and not limitation):

16.3.1 Water, sewer, garbage collection, electrical, security, telephone, oil and gas, and other utility services for the common areas to the extent not separately metered or charged to the units;

16.3.2 Policies of insurance and fidelity bonds;

16.3.3 Legal and accounting services;

16.3.4 Landscaping and gardening services for the common areas;

16.3.5 Other goods and services for the general upkeep of the common and limited common areas or for the operation of the condominium and enjoyment of it by the owners.

16.4 Managing Agent. The Board may, but shall not be required to, contract with an experienced, professional managing agent to assist the Board in the management and operation of the condominium, and may delegate such of its powers and duties to the managing agent as it deems to be appropriate, except as limited herein. The managing agent shall not enter any unit (directly or through agents) without the consent of the occupant unless entry has been directed by the Board. Only the Board can approve an annual budget or a supplemental budget, and only the Board can impose a special assessment on a unit or authorize foreclosure of an assessment lien. Any contract with a managing agent shall have a term no longer than one year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (1) for cause, on 30 days' written notice, or (2) without cause, on not more than 90 days' written notice.

16.5 Protection of the Property. The Board may spend such funds and take such action as its deems necessary to preserve the Property, settle claims, and otherwise act in what it considers to be in the best interest of the condominium or the Association. Such actions and expenditures shall include (by way of illustration and not limitation):

16.5.1 The maintenance and repair of any unit, if the Board reasonably believes such maintenance or repair is necessary to protect the common areas or preserve the appearance and value of the condominium, and the owner of the unit has failed or refused to perform said maintenance within a reasonable time after written notice of the necessity thereof has been delivered by the Board; provided that the Board shall levy a special assessment against such unit and unit owner for the cost of said maintenance and repair.

16.5.2 To pay any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof which, in the opinion of the Board, may constitute a lien against the Property or against the common areas rather than merely against the interest of particular owners therein. Where such a lien is not properly a lien against the common areas, the owners responsible for the existence of the lien shall be jointly and severally liable for the cost of discharging it, and the costs and expenses, including reasonable attorneys fees and title search incurred by the Board shall be assessed against the owners and units responsible.

16.5.3 To institute or defend actions at law, in equity, or before administrative bodies.

16.6 Nonpreemption of Individual Action. The foregoing grant of authority shall not preempt the owner of any unit from bringing an action to abate or seek other remedies for the violation of any covenant or restriction herein.

17. NOTICES.

17.1 Form and Delivery of Notice. All notices given under the provisions of the Condominium Documents shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice will be deemed to have been delivered on the third day of regular mail delivery after it has been deposited in the United States mails, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. When no other mailing address has been given to the Board, notice to the owner of any unit shall be sufficient if mailed to the unit. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to Ralph L. Ripley, Jr. or Margie S. Ripley prior to the Transition Date and thereafter shall be given to the president or secretary or registered agent of the Association.

17.2 Notice to Mortgagees. The holder, insurer, or guarantor of any first mortgage on any unit may send a written request for notice to the Association, stating its name and address and the unit number or address of the unit which its mortgage encumbers. Such a written request shall entitle the holder, insurer, or guarantor of the mortgage to the following:

17.2.1 Timely written notice of any condemnation or casualty loss that affects either a material portion of the condominium or the unit encumbered by the mortgage;

17.2.2 Timely written notice of any 60 day delinquency in the payment of assessments or charges owed by the owner of any unit encumbered by the mortgage;

17.2.3 Timely written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

17.2.4 Timely written notice of any proposed action that requires the consent of a specified percentage of eligible mortgage holders; and

17.2.5 An audited financial statement for the preceding fiscal year.

If the written request referred to above requests less than all of the items identified above, the Association in its discretion may furnish only the items requested. If the written request for notice requests information other than the items identified above, the Association may in its discretion provide such information.

18. LIMITATION OF LIABILITY AND INDEMNIFICATION.

18.1 Liability for Utility Failure. Except to the extent covered by insurance obtained by the Board, neither the Association nor the Board (nor the Declarants, the Declarants' attorney-in-fact, nor the interim Board Members) shall be liable for: the failure of any utility or other service to be obtained and paid for; injury or damage to persons or property caused by the elements resulting from electricity, water, rain, dust, or sand which may derive or flow from outside or from any parts of the buildings or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place; inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or order of a governmental authority. No diminution or abatement of common expense assessments shall be claimed or allowed for any such utility or service failure or for such injury or damage, or for such inconvenience or discomfort.

18.2 No Personal Liability. So long as a Board member, Association committee member or officer, other Association member to whom the Board has duly delegated responsibility, temporary Board member, Declarant, or Declarants' attorney-in-fact has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any owner or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person in carrying out any responsibility of such person in connection with the management of the Association.

18.3 Indemnification. Each Board member and Association committee member or officer, other Association member to whom the Board has duly delegated responsibility, Board member, Declarant, or Declarants' attorney-in-fact shall be indemnified by the Association against all expenses and

liabilities, (including reasonable attorneys fees) by reason of holding or having held such position, except in such cases where such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification shall apply only when the Board (or other persons responsible for management prior to the Transition Date) approves such settlement.

19. SERVICE OF PROCESS.

Prior to the Transition Date, Ralph L. Ripley, Jr. is authorized to receive service of process in cases provided for by the Act. His place of residence is 14525 16th Ct. S.E., Mill Creek, Washington. After the Transition Date the registered agent of the Association is authorized to receive service of process.

20. BUDGET AND ASSESSMENTS.

20.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems convenient, provided that if no contrary fiscal year is adopted, the fiscal year shall be the calendar year.

20.2 Budget. Not less than thirty days before the end of the fiscal year, the Board shall prepare a budget for the Association for the coming year. In preparing its budget, the Board shall estimate the common expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves and shall take into account any surplus or deficit carried over from the preceding year and any expected income of the Association. If during the year the budget proves to be inadequate for any reason, including nonpayment of any owner's assessment, the Board may prepare a supplemental budget for the remainder of the year.

20.3 Monthly Assessments for Common Expenses. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budget shall be divided into equal installments to be paid each month over the period of time covered by the budget or supplemental budget. Monthly installments shall be assessed to the units and the respective owners in proportion to the units' percentages of undivided interest in the common areas and facilities. The Board shall provide written notice to the unit owners of the amount of their monthly assessments. The assessments shall be due on the first day of each month, unless otherwise designated by the Board.

20.4 Commencement of Assessments. Assessments begin accruing with respect to each unit upon the closing of the first sale of that unit by the Declarants or, for any unit for which the assessments have not otherwise begun, 60 days after the closing of the first sale of any unit by the Declarants. During such time as any garbage collection or any utility or service charges are based on the number of occupied units, any units owned by the Declarants and not occupied shall be exempt from assessment for such charges.

20.5 Special Assessments. Should the Board determine that additional assessments are necessary to pay for capital improvements or major repairs which cannot be covered by the Association's reserves, or that a special assessment ought to be charged against a particular owner or owners and their unit or units to reimburse the Association for costs incurred under sections 16.5.1 or 16.5.2 or similar circumstances meriting assessment against a particular owner or owners, the Board shall submit such special assessment to the vote of the Association. A special assessment may be levied by the Association on the majority vote of the owners at a meeting at which a vote on such assessment is an agenda item and for which notice has been given. If a special assessment is approved by the Association, it shall be charged to the units and the unit owners in proportion to their percentage interests in the common areas and facilities, unless the assessment is charged against a particular owner or owners and their unit or units under the circumstances referred to in this section.

20.6 Limitation on Assessments. During such time as any of the Declarants or any of them continue to be the original owner of a unit in the condominium and are offering it for sale, no budget shall be adopted or special assessment imposed that will cause the total assessments against any unit in any month to be more than 10% greater than the total assessments against the unit for the same month of the preceding fiscal year. This limitation may be waived in writing, by the Declarants or their attorney-in-fact only, for any one or more assessments. No person other than the Declarants or their attorney-in-fact shall have the power either to assert or waive the limitation stated in this section.

20.7 Nonwaiver. Any failure by the Board or the Association to make the budget assessments hereunder before the expiration of any fiscal year or the ensuing fiscal year shall not be deemed a waiver or modification of the provisions of this Declaration or a release of the owners from the obligation to pay assessments during that or any subsequent year, and the

monthly assessment amount established for the preceding year shall continue until a new assessment is established.

20.8 Working Capital Fund. The Declarants will establish a working capital fund at least equal to two months estimated common charges for each unit. Any amounts paid into this fund will not be considered advance payments of regular assessments. Each unit's share of the working capital fund will be collected upon the earlier of the closing of the sale of the unit or the Transition Date. On or before the Transition Date the working capital fund will be transferred to the Association to be maintained as a separate account. Before the Transition Date the Declarants may not use any of the working capital funds to defray their expenses, reserve contributions, or construction costs or to make up any budget deficits. The Declarants may use funds collected at the closing of the sale of any unit to reimburse themselves for funds paid to the Association for allocation to the working capital fund on account of any unit that had not been sold by the Declarants on or before the Transition Date.

20.9 Certificate of Unpaid Assessments. Upon the request of any owner or mortgagee of a unit, the Board will furnish a certificate in recordable form stating the amount, if any, of unpaid assessments charged to the unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and mortgagees of the unit who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the costs of preparing the certificate.

21. LIEN AND COLLECTION OF ASSESSMENTS.

21.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association under the authority of this Declaration or the Bylaws (together with interest, late charges, costs, and attorneys' fees in the event of delinquency) shall constitute a continuing lien on the unit and all its appurtenances from the date the assessment became due until fully paid. The lien for such unpaid assessments shall be subordinate to any mortgage recorded before said assessments became due, but shall have priority over all other liens against the unit. A mortgagee that obtains the right to possession through foreclosure or forfeiture, or by taking a deed in lieu of foreclosure or forfeiture, or a purchaser at a foreclosure sale shall take the unit free of any assessments that became due after the mortgage was recorded and before such right to possession is obtained, but will be liable for the

common expenses and assessments that accrue after the right to possession is obtained. Any assessment the lien for which is extinguished under the preceding sentence shall become a new common expense chargeable to all of the unit owners, including the mortgagee or foreclosure sale purchaser and its successors and assigns, in proportion to their respective percentages of undivided interest in the common areas and facilities; however, the owner shall continue to be personally liable for such past-due assessments, as provided in section 21.3.

21.2 Lien May be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the managing agent or the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The managing agent or the Board, acting on behalf of the Association, shall have the power to bid in the unit at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

21.3 Assessments Are Personal Obligations. In addition to constituting a lien on the unit and all its appurtenances, all sums assessed by the Association chargeable to any unit (together with interest, late charges, costs, and attorneys' fees in the event of delinquency) shall be the joint and several personal obligations of the owners of the unit when the assessment is due, and of their grantees (other than the grantee under a deed in lieu of foreclosure or forfeiture), who shall be deemed to have assumed such personal liability. Suit to recover personal judgment for any delinquent assessment shall be maintainable without foreclosing or waiving the lien securing it.

21.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established non-usurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If a monthly assessment is not paid when due, the Board may elect to declare all monthly assessments against that unit for the remainder of the fiscal year to be immediately due and payable.

21.5 Recovery of Attorneys' Fees and Costs. In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorneys' fees and expenses incurred in connection with the action, in addition to court costs permitted by law.

21.6 Termination of Utility Service. If an assessment becomes delinquent, the Board may give notice to the delinquent unit owner that unless the delinquent assessment is paid within ten days (or such longer time as is specified in the notice) any or all utility services furnished to the unit by the Association or under the Association's control will be severed and shall remain severed until the delinquent assessment has been paid. If the delinquency is not cured in the time specified, the Board may take the action described in the notice.

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

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

22. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER.

The failure of the Board in any instance to insist upon the strict compliance with the Condominium Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an assessment from an owner with knowledge of a breach by the owner shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board. This Article also extends to the Declarants, the Declarants' managing agent, the interim Board of directors, and the Declarants' attorney-in-fact exercising the power of the Board before the Transition Date.

23. PROCEDURES FOR SUBDIVIDING OR COMBINING APARTMENTS.

23.1 Submission of Proposal. No unit or units or common areas and facilities shall be subdivided or combined

either by agreement or legal proceedings, except as provided in this Article. A unit owner may propose the subdividing or combining of unit or units or common areas and facilities by submitting the proposal in writing to all other unit owners and the mortgagees of the units to be subdivided or combined. If the proposal contemplates the subdivision of a unit, the proposal must also be given to every eligible mortgage holder of any unit in the condominium. The proposal must include complete plans and specifications for accomplishing the subdivision or combination and proposed amendments of this Declaration and the Plans and, if necessary, the Survey Map.

23.2 Approval Required for Subdivision. A proposal that contemplates subdivision of a unit will be accepted only if approved by (1) all owners and mortgagees of the unit or units to be subdivided, (2) the owners of 75% of the total voting power of the condominium, and (3) eligible mortgage holders representing 75% of the votes of units subject to mortgages held by eligible mortgage holders.

23.3 Approval Required for Combination. A proposal that contemplates only combination of units without subdividing any of them will be accepted if approved in writing by the owners of 60% of the total voting power of the condominium and all owners and mortgagees of the units to be combined.

23.4 Procedure After Approval. Upon approval of the proposal, the owner making it may proceed according to the proposed plans and specification; provided that the Board may in its discretion require that the Board administer the work or that provisions for the protection of other units or common areas and facilities and reasonable deadlines for completion of the work be inserted in the contracts for the work. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments thereto.

24. INSURANCE.

24.1 General Requirements. The Board shall cause the Association to purchase and maintain at all times as a common expense policy or policies and bonds necessary to provide casualty insurance; comprehensive liability insurance; fidelity bonds; worker's compensation insurance to the extent required by applicable laws; insurance against loss of personal property of the Association by fire, theft, or other causes with such deductible provisions as the Board deems advisable; insurance, if available, for the protection of the Association's directors, officers, and representatives from

personal liability in the management of the Association's affairs; and such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from an insurance carrier rated Triple B Plus or better by Best's Insurance Reports or equivalent rating service, and licensed to do business in the State of Washington. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond that meets the insurance and fidelity bond requirements for condominium projects established by the Federal National Mortgage Association and the Government National Mortgage Association, so long as either is a mortgagee or owner of a unit within the condominium, except to the extent such coverage is not available or has been waived in writing by the Federal National Mortgage Association or Government National Mortgage Association. All such insurance policies and fidelity bonds shall provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named therein, including unit owners, mortgagees, and designated servicers of mortgagees.

24.2 Casualty Insurance. The casualty insurance shall at the minimum, consist of a standard form of fire insurance policy with extended coverage endorsement in an amount equal to the full replacement value (i.e., 100% of current replacement cost exclusive of land, foundation, excavation, and other items normally excluded from coverage) of the common areas and facilities, units, and all fixtures and equipment belonging to the Association with an "Agreed Amount Endorsement" or its equivalent, if available, or an Inflation Guard Endorsement, and, if required by Federal National Mortgage Association, a "Demolition and contingent Liability from Operation of Building Laws Endorsement," an "Increased Cost of Construction Endorsement," an "Earthquake Damage Endorsement," and such other endorsements as Federal National Mortgage Association deems necessary and are available. In addition to protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, the policy shall provide protection against loss or damage from sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as are customarily covered with respect to residential condominium projects of similar construction in the Seattle metropolitan area. The policy or policies shall provide for separate protection for each unit to the full insurable replacement value thereof (limited as above

provided), and a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit. The insurance proceeds may be made payable to any trustee with which the Association may enter into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. The policy or policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

24.3 Comprehensive Public Liability Insurance. The comprehensive policy of public liability insurance shall insure the Board, the Association, the unit owners, Declarants, and the managing agent, and cover all of the common areas and facilities in the condominium, with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of a unit owner because of the negligent acts of the Association or of another unit owner, and shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered with respect to residential condominium projects of similar construction in the Seattle metropolitan area. The limits of liability shall be not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence.

24.4 Additional Policy Provisions. The insurance obtained pursuant to Sections 24.2 and 24.3 shall contain the following provisions and limitations:

24.4.1 The named insured shall be the Association, as trustee for each of the unit owners in accordance with their respective percentages of undivided interest in the common areas and facilities. The insurance proceeds may be made payable to any trustee with which the Association may enter into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies.

24.4.2 Such policies shall not provide for contribution by or assessment against mortgagees or become a lien on the property superior to the lien of a first mortgage.

24.4.3 In no event shall the insurance coverage by brought into contribution with insurance purchased by the owners of the units or their mortgagees.

24.4.4 Coverage shall not be prejudiced by (a) any act or neglect of the owners of units when such act or neglect is not within the control of the Association, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

24.4.5 A waiver of subrogation by the insurer as to any and all claims against the Association, the owner of any unit, and/or their respective agents, employees, or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

24.4.6 A standard mortgagee clause which shall:

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

(b) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the board or unit owners or any persons under any of them;

(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; and

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

24.5 Fidelity Bonds. The required fidelity bonds shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association or the managing agent and all other persons who handle or are responsible for handling funds of the Association and be in an amount that will provide a level of coverage generally considered adequate by prudently managed business concerns in Snohomish County, but not less than 50% of the estimated annual operating expenses of the condominium, including reserves. In determining the level of coverage, the

Board may rely on the advice of a competent, independent insurance broker. All such fidelity bonds shall name the Association as an obligee and contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

24.6 Owners' Individual Insurance. Each owner may obtain additional insurance on his unit and its contents at his own expense but only if the owner's insurance does not decrease the amount that the Board, or any trustee for the Board, on behalf of all of the owners, will realize under any insurance policy that the Board may have in force on the property. Each owner shall notify the Board of any improvement by the owner to his unit of which the value is in excess of \$1,000. Any owner who obtains individual insurance policies covering any portion of the property other than personal property belonging to him shall file a copy of his individual policy or policies with the Board within 30 days after he buys it, and the Board shall immediately review its effect with the Board's insurance broker, agent, or carrier.

25. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY.

25.1 Initial Board Determination. In the event of damage to any part of the property, the Board shall promptly, and in all events within 30 days after the date of damage, make the following determinations with respect thereto, employing such advice as the Board deems advisable:

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

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

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

25.1.4 The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds and the amount of the assessments that would have to be made against each unit if the excess cost were to be paid as a maintenance expense and specially assessed against all the units in proportion to their percentages of undivided interest in the common areas and facilities.

25.1.5 The Board's recommendation whether the damage should be repaired.

25.2 Notice of Damage. The Board shall promptly, and in all events within 30 days after the date of damage, provide each owner and each institutional holder of a first mortgage on an unit with a written notice describing the damage and summarizing the initial Board determinations made under Section 25.1 and give the notice required under this Section 25.2.

25.3 Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Article 25:

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

25.3.2 Substantial Damage shall mean that in the judgment of a majority of the Board the estimated special assessment determined under subsection 25.1.4 for any one unit exceeds ten percent of the full, fair market value of the unit before the damage occurred, as determined by the then current assessment for the purpose of real estate taxation.

25.3.3 Repair shall mean restoring the improvements to substantially the condition they were in before they were damaged, with each unit and the common areas and facilities having substantially the same vertical and horizontal boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

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

25.4 Execution of Repairs.

25.4.1 The Board shall promptly repair the damage and use the available insurance proceeds therefor unless before the repairs (other than emergency work) are begun the owners decide in accordance with this Article not to repair. If the cost of repair exceeds the available insurance proceeds the Board shall impose a special assessment against all units in proportion to their percentages of undivided interest in the common areas in an amount sufficient to pay the excess costs.

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

25.4.3 The Board may enter into a written agreement with a reputable financial institution or trust or escrow company that the institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of \$50,000, or for the institution or company to collect the insurance proceeds and carry out the provisions of this Article 25.

25.5 Damage Not Substantial. If the damage as determined under subsection 25.3.2 is not substantial, the provisions of this Section 25.5 shall apply.

25.5.1 Either the Board or the requisite number of owners, within 15 days after the notice required under Section 25.2 has been given, may but shall not be required to, call a special owners meeting in accordance with Section 14.8 and the Bylaws to decide whether to repair the damage.

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

25.5.3 A unanimous decision of the unit owners and the agreement of at least 25% of the holders of first mortgages on units will be required to elect not to repair the damage. The failure of the Board and the owners within the 15-day period to call a special meeting shall be deemed a decision to repair the damage.

25.6 Substantial Damage. If the damage determined under subsection 25.3.2 is substantial, the provisions of this Section 25.6 shall apply.

25.6.1 The Board shall promptly, and in all events within 30 days after the date of damage, call a special owners' meeting to consider repairing the damage. If the board

fails to do so within 30 days, then notwithstanding the provisions of Section 14.8 and the Bylaws, any owner or first mortgagee of a unit may call and conduct the meeting.

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

25.6.3 A vote of more than two-thirds of the total voting power will be required to elect not to repair the damage. Failure of the Board, the owners, and the first mortgagees to conduct the special meeting provided for under subsection 25.6.1 within 90 days after the date of damage shall be deemed a unanimous decision to repair the damage.

25.7 Effect of Decisions Not to Repair. In the event of a decision under either subsection 25.5.3 or 25.6.3 not to repair that damage, the Board may nevertheless expend so much of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the damaged property not repaired shall thereafter be held and distributed as follows:

25.7.1 The property shall be owned in common by the unit owners and shall no longer be subject to this Declaration or to condominium ownership.

25.7.2 Each unit owner's percentage of undivided interest in the property shall be the same as the percentage of undivided interest he previously owned in the common areas and facilities.

25.7.3 Any mortgages or liens affecting any of the units shall be deemed transferred in accordance with the existing priorities to the unit owner's percentage of the undivided interest in the property.

25.7.4 The property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund. The fund shall be divided into separate shares, one for each unit owner in a percentage equal to the percentage of undivided interest owned by each such owner in the property. After first paying out of the respective share of each unit owner, to the extent sufficient for the purpose all mortgages

and liens on the owner's interest, the balance remaining in each share shall be distributed to the owner.

26. CONDEMNATION.

26.1 Consequences of Condemnation; Notices. If any unit or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority (referred to herein as a "taking") notice of the proceeding or proposed acquisition shall promptly be given to each unit owner and to each institutional holder of a first mortgage and the provisions of this Article 26 shall apply.

26.2 Proceeds. All compensation, damages, or other proceeds of the taking, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

26.3 Complete Taking. If the entire Property is taken the condominium ownership shall terminate. The Condemnation Award shall be apportioned among the owners in proportion to their respective percentages of undivided interest in the common areas and facilities; provided, that if a standard different from the value of the property as a whole is employed to measure the Condemnation Award in the taking, 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 principle, the Board shall as soon as practicable determine the share of the Condemnation Award to which each owner is entitled. Each owner's share shall be applied first to the payment of all mortgages and liens on the owner's interest in accordance with the existing priorities and the balance of each share shall be distributed to the owner.

26.4 Partial Taking. If less than the entire property is taken the condominium ownership shall not terminate. Each owner shall be entitled to a share of the Condemnation Award determined in the following manner:

26.4.1 As soon as practicable the Board shall, reasonably and in good faith, allocate the Condemnation Award among compensation for property taken, severance damages, or other proceeds.

26.4.2 The Board shall apportion the amounts so allocated to taking of or injury to the common areas and facilities, which in turn shall be apportioned among owners in proportion to their respective undivided interests in the common areas and facilities.

26.4.3 The total amount allocated to severance damages shall be apportioned to the units that were not taken.

26.4.4 The amounts allocated to the taking of or injury to a particular unit and/or improvements an owner had made within the unit shall be apportioned to the unit.

26.4.5 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.

26.4.6 If an allocation of the Condemnation Award has already been established in negotiation, judicial decree, or otherwise, then in apportioning the Condemnation Award the Board shall employ that allocation to the extent it is relevant and applicable.

26.4.7 Distribution of apportioned proceeds shall be made to the owners and their respective mortgagees in the manner provided in Section 26.3.

26.5 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 25 for repair of damage, provided that the Board may retain and apply such portion of each owner's share of the Condemnation Award as is necessary to discharge the owner's liability for any special assessment arising from the operation of Article 25.

27. AMENDMENT OF DECLARATION OR SURVEY MAP AND PLANS.

27.1 Amendments. A unit owner may propose amendments to this Declaration or the Survey Map and Plans to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by owners of units representing 20% of the total voting power of the condominium, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons (including mortgagees) entitled to receive notice of a meeting of the Association. The unanimous consent of all unit

owners shall be required for adoption of either (1) an amendment altering the value of the Property and of each unit or the percentages of undivided interest in the common areas and facilities, or (2) a decision that the property be removed from condominium status, (3) an amendment of this section 27. All other amendments shall be adopted if approved by the owners of units representing 67% of the total voting power of the condominium and there is compliance with section 27.2. Once an amendment has been adopted by the Association and any necessary approval of mortgagees has been obtained, the amendment will become effective when a certificate of the amendment, executed by two officers of the Association, has been recorded in the public records.

27.2 Requirement of Mortgage Approval. In addition to the foregoing, any Amendment to the Declaration or the Bylaws of a material nature must be approved by eligible mortgage holders representing 51% of the votes of units subject to mortgages held by eligible mortgage holders (or 100% in the case of termination of condominium status for reasons other than the substantial destruction or condemnation of the condominium, or 75% in the case of the subdivision of a unit). A change to any of the following shall be considered as material:

- (a) voting rights;
- (b) assessments, assessment liens, or the priority of assessment liens;
- (c) reserves for maintenance, repair, and replacement of common areas;
- (d) responsibility for maintenance and repair;
- (e) reallocation of interests in the general or limited common areas, or rights to their use;
- (f) redefinition of any unit boundaries;
- (g) conversion of units into common areas or vice versa;
- (h) expansion or contraction of the condominium project, or the addition, annexation or withdrawal of property to or from the project;
- (i) insurance or fidelity bond;

- (j) leasing of units;
- (k) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (l) a decision by the Association to establish self-management when professional management had been required previously by the Condominium Documents or by an eligible mortgage holder;
- (m) restoration or repair of the condominium (after hazard, damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provision that expressly benefits mortgage holders, insurers, or guarantors.

For the purposes of this section and any other section requiring mortgagee approval, implied approval may be assumed when an eligible mortgage holder fails to submit a response within thirty (30) days of written notice of the proposed amendment or action. Said notice shall be sent by certified mail, return receipt requested.

28. ABANDONMENT OR TERMINATION OF CONDOMINIUM STATUS.

Except in cases of substantial damage to the Property as provided in Article 25, the condominium status of the Property shall not be abandoned or terminated by reason of any act or omission by the owners or the Association except with the consent of all unit owners by an instrument to that effect duly recorded, and then only if the mortgagees and holders of all liens affecting any of the units consent thereto or agree, in either case by an instrument duly recorded, that their mortgages and liens be transferred to the percentage of the undivided interest of the unit owner in the Property.

29. REPEAL OF PRIOR COVENANTS.

The Declaration of Covenants, Conditions, and Restrictions of Silver Creek, dated August 1, 1985 and recorded under Snohomish County Auditor's file number 8509030124, the Declaration of Protective Covenants, Restrictions, Easements, and Agreements for the Plat of Silver Creek, dated May 8, 1987 and recorded under Snohomish County Auditor's file number

8705130018, and the Amendments to May 8, 1987 Protective Covenants, Restrictions, Easements and Agreements for the Plat of Silver Creek, dated January 27, 1988, and recorded under Snohomish County Auditor's file number 880129038, are hereby repealed.

30. ALLOCATION OF UNITS AMONG THE DECLARANTS.

Upon the recording of this Declaration the units shall be allocated among the Declarants as follows: (1) Harold and Teresa Adams, husband and wife, shall own the units in buildings 10, 11, 12, and 13, and (2) the other Declarants shall collectively own the units in the other buildings.

31. DECLARANTS' ATTORNEY IN FACT.

The Declarants hereby appoint Ralph L. Ripley, Jr. as their attorney-in-fact to do all things that the Declarants are empowered to do under this Declaration or by virtue of their ownership of the units. These powers include, without limitation, the right to fix a Transition Date, to designate or replace an interim Board per section 15.2, to manage the condominium prior to the Transition Date, and (notwithstanding the provisions of section 27), prior to the Transition Date, to amend the Condominium Documents and execute a certificate of amendment or other appropriate document evidencing the amendment, all on behalf of the Declarants. This power of attorney shall irrevocably constitute Ralph L. Ripley, Jr. as the voting representative of the Declarants per section 14.5. This power of attorney shall be deemed irrevocable and coupled with an interest.

32. SEVERABILITY.

The provisions of this Declaration shall be independent and severable; and the enforceability of any one provision shall not affect the enforceability of any other provision, if the remainder complies with the Act and, as covenants, reasonably allow for the effective holding and operation of the Property as a condominium.

33. REFERENCE TO SURVEY MAP AND PLANS.

The set of plans of the buildings referred to herein were filed with the Recorder of Snohomish County, Washington, simultaneously with the recording of this Declaration under Recorder's File Number 7006285001 in Volume 50 of Condominiums, pages 254-259.

VOL. 2354 PAGE 1613

9006280 015

IN WITNESS WHEREOF, the undersigned has executed this instrument this 27 day of June, 1990.

Harold R. Adams
Harold R. Adams

Teresa Adams
Teresa Adams

J. Herbert McAbee
J. Herbert McAbee

Susan L. McAbee
Susan L. McAbee

Gary Schaeffer
Gary Schaeffer

Sharon A. Schaeffer
Sharon A. Schaeffer

Rick Whetzel
Rick Whetzel

Mary A. Whetzel
Mary A. Whetzel

STATE OF WASHINGTON)
COUNTY OF KING)

ss:

I, certify that I know or have satisfactory evidence that Harold R. Adams and Teresa Adams are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 27, 1990



Michael Zeno Jr
NOTARY PUBLIC in and for the
State of Washington, residing
at Kirkland
My commission expires: 11-24-92

STATE OF WASHINGTON)
)
COUNTY OF KING) ss:

I, certify that I know or have satisfactory evidence that J. Herbert McAbee and Susan L. McAbee are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 6-27-90

Michael Jensen
NOTARY PUBLIC in and for the
State of Washington, residing
at Kirkland
My commission expires: 11-24-92

STATE OF WASHINGTON)
)
COUNTY OF KING) ss:

I, certify that I know or have satisfactory evidence that Gary Schaeffer and Sharon A. Schaeffer are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 6-27-90

Michael Jensen
NOTARY PUBLIC in and for the
State of Washington, residing
at Kirkland
My commission expires: 11-24-92

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STATE OF WASHINGTON)
)
COUNTY OF KING)

ss:

I, certify that I know or have satisfactory evidence that Rick Whetzel and Mary A. Whetzel are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 6-27-90

Michael Reno

NOTARY PUBLIC in and for the State of Washington, residing at Kirkland

My commission expires: 11-24-92

N:\CLIENTS\1340\12\CONDO.DEC



EXHIBIT 1

Building Number

Street Address

1	1806	201st S.E., Bothell, WA
2	1728	201st S.E., Bothell, WA
3	1720	201st S.E., Bothell, WA
4	1710	201st S.E., Bothell, WA
5	1704	201st S.E., Bothell, WA
6	1624	201st S.E., Bothell, WA
7	1618	201st S.E., Bothell, WA
8	1612	201st S.E., Bothell, WA
9	1606	201st S.E., Bothell, WA
10	1530	201st S.E., Bothell, WA
11	1521	201st S.E., Bothell, WA
12	1519	201st S.E., Bothell, WA
13	1513	201st S.E., Bothell, WA

Exhibit 2

<u>Unit No.</u>	<u>Value</u>	<u>Percentage Interest</u>	<u>Uncovered Parking (Limited Common Area)</u>	<u>Approximate Area</u>
1A	89,300	1.9741	1✓	847
1B	89,015	1.9678	2✓	863
1C	84,330	1.8641	3✓	858
1D	80,370	1.7767	4✓	825
2A	89,300	1.9741	5✓	847
2B	84,300	1.8641	6✓	863
2C	84,300	1.8641	7✓	858
2D	80,370	1.7767	8✓	825
3A	89,300	1.9741	9✓	847
3B	84,300	1.8641	10✓	863
3C	84,300	1.8641	11✓	858
3D	80,370	1.7767	12✓	825
4A	89,300	1.9741	13✓	847
4B	84,300	1.8641	14✓	863
4C	84,300	1.8641	15✓	858
4D	82,156	1.8161	16✓	825
	89,300	1.9741	17✓	847
5B	84,300	1.8641	18✓	863
5C	84,300	1.8641	19✓	858
5D	82,156	1.8162	20✓	825
6A	89,300	1.9741	21✓	847
6B	84,300	1.8641	22✓	863
6C	84,300	1.8641	23✓	858
6D	82,156	1.8162	24✓	825
7A	94,000	2.0780	25✓	847
7B	86,204	1.9057	26✓	863
7C	86,204	1.9057	27✓	858
7D	84,835	1.8754	28✓	825
8A	94,000	2.0780	29✓	847
8B	86,204	1.9057	30✓	863
8C	86,204	1.9057	31✓	858
8D	84,835	1.8754	32✓	825
9A	94,000	2.0780	33✓	847
9B	86,204	1.9057	34✓	863
9C	86,204	1.9057	35✓	858
9D	84,835	1.8754	36✓	825
10A	94,000	2.0780	37✓	847
10B	86,204	1.9057	38✓	863
10C	86,204	1.9057	39✓	858
10D	84,835	1.8754	40✓	825
11A	94,000	2.0780	41✓	847

1521

11B	89,015	1.9678	42✓	863	} 1521
11C	89,015	1.9678	43✓	858	
11D	87,514	1.9346	44✓	825	
12A	94,000	2.0780	45✓	847	} 1519 1529
12B	89,015	1.9678	46✓	863	
12C	89,015	1.9678	47✓	858	
12D	87,514	1.9346	48✓	825	} 1513 1533
13A	94,000	2.0780	49✓	847	
13B	89,015	1.9678	50✓	863	
13C	89,015	1.9678	51✓	858	}
13D	<u>87,514</u>	<u>1.9347</u>	52	825	
	4,523,327	100.00			

Notes:

- 1) Each unit number indicates the building number and type of the unit. For example, Unit 5C is a "Type C" unit in building 5.
- 2) Values are intended to reflect Declarants' reasonable determination of the relative values of the units. Units of the same type may have been assigned different values because of different views of locations. The values may bear no relation to actual or relative sale prices.
- 3) "Percentage Interest" refers to the percentage of common area appurtenant to the unit, to be used for all purposes, including voting. Percentages are rounded to the nearest tenth of a percent.
- 4) Uncovered Parking (Limited Common Area) refers to the outdoor parking strip assigned for the exclusive use of each unit and designated on the Survey Map and Plans. Each unit also has a garage. There is additional, unassigned outdoor parking.

SILVER CREEK

A CONDOMINIUM

SECTION 19, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
SNOHOMISH COUNTY WASHINGTON

DEDICATION

Know all men by these presents, that we the undersigned owners in fee simple of the property hereon shown hereby declare this survey map and plans and dedicate the same for condominium purposes. This plan or any portion thereof shall be restricted by the terms of the declaration filed under Snohomish County Recorder's File No. 9006280015

Harold R. Adams - Teresa Adams

Rick Whitzel Mary A. Whitzel

Herbert M. Schaeffer Susan L. M. Schaeffer

Greg M. Schaeffer Sharon A. Schaeffer

ACKNOWLEDGMENT

State of Washington)
County of Snohomish) ss.

On this 27 day of JUNE, 1990, personally appeared before me HAROLD R. ADAMS, TERESA ADAMS, RICK WHITZEL, MARY A. WHITZEL, HERBERT M. SCHAEFFER, SUSAN L. SCHAEFFER, GARY A. SCHAEFFER, & SHARON A. SCHAEFFER, known to me to be the persons that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said persons for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal that day and year first above written.

G. Michael Senft
Notary Public in and for the State of Washington, residing at KIRKLAND.
My commission expires 11-24-92.

TREASURER'S CERTIFICATE

I, Becca Siever of Snohomish County, state of Washington do hereby certify that all taxes pursuant to the above described tract of land have been fully paid up to and including the year 1990.

Becca Siever
Treasurer

Debra J. Tullis
Deputy Treasurer



MERIWETHER - LEACHMAN ASSOC., INC.

SURVEYOR'S CERTIFICATE

I hereby certify that this survey map and plans of SILVER CREEK, a condominium, is based upon an actual survey of the property described hereon, that the courses and distances are shown correctly hereon, and that I have complied with the provisions of the applicable statutes, and that the said plan accurately depict the location and dimensions of the condominium units as built.

Robert E. Meriwether
Robert E. Meriwether
Meriwether Leachman Associates, Inc.
Surveyors and Engineers
11800 NE 160th Street
Bothell, WA 98011
Certificate No. 8271



SURVEYOR'S VERIFICATION

State of Washington)
County of Snohomish) ss.

Robert E. Meriwether, being first on oath duly sworn, states that he is the registered land surveyor signing the above certificate, that he has examined these plans and survey map and believes the certificate to be a true statement.

Robert E. Meriwether
Registered Land Surveyor
Certificate No. 8271

Subscribed and sworn to before me this 15th day of JUNE, 1990.

Marnie Rubrecht
Notary Public in and for the State of Washington, residing at Kirkland.

RECORDING CERTIFICATE

Filed for record at the request of RALPH L. RIPLEY, JR., this 18 day of JUNE, 1990. At 5 minutes past 9 A.M. and recorded in Volume 56 of condominiums, Pages 254 - 259, Records of Snohomish County, Washington.

28
26 5P

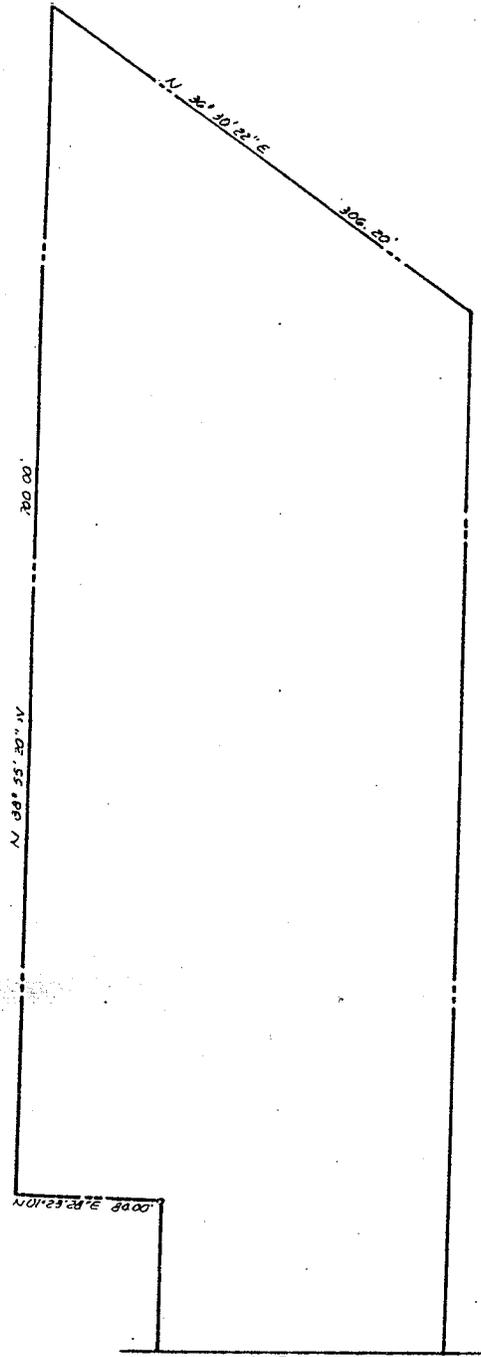
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SHEET 1 OF 6

SILVER CREEK

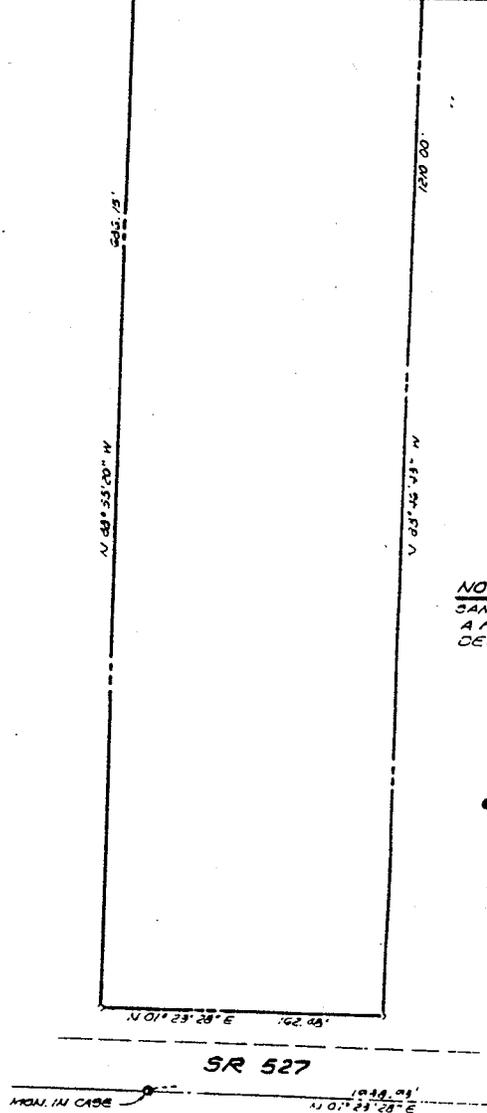
A CONDOMINIUM

SECTION 19, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
SNOHOMISH COUNTY WASHINGTON



MATCH LINE ~ SEE ABOVE

MATCH LINE ~ SEE BELOW

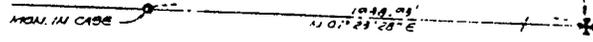


NOTE:
SAME PROPERTY AS SILVER CREEK
A PLANNED RESIDENTIAL
DEVELOPMENT



NORTHEAST CORNER
SEC 19-27-5E W.M.

SR 527



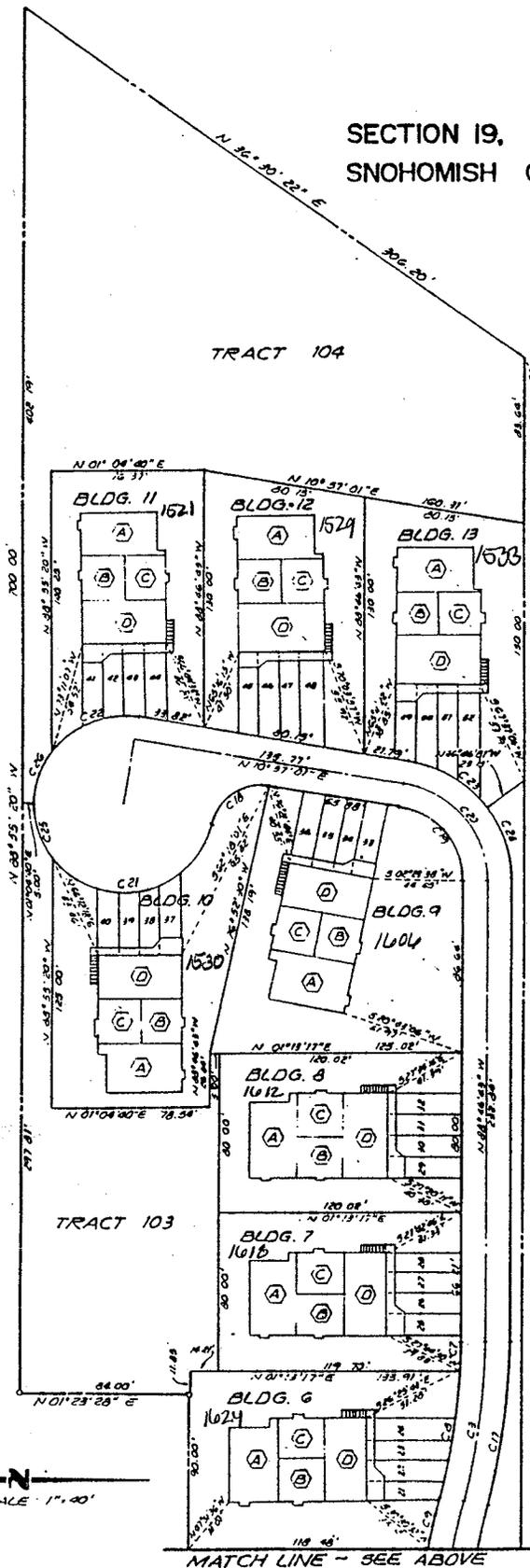
LEGAL DESCRIPTION

LOTS 1 THROUGH 13, INCLUSIVE, AND TRACTS 100
THROUGH 104, INCLUSIVE, PLAT OF SILVER CREEK,
VOLUME 46 PAGES 126 THROUGH 129, INCLUSIVE,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
SITUATE IN COUNTY OF SNOHOMISH, WASHINGTON.

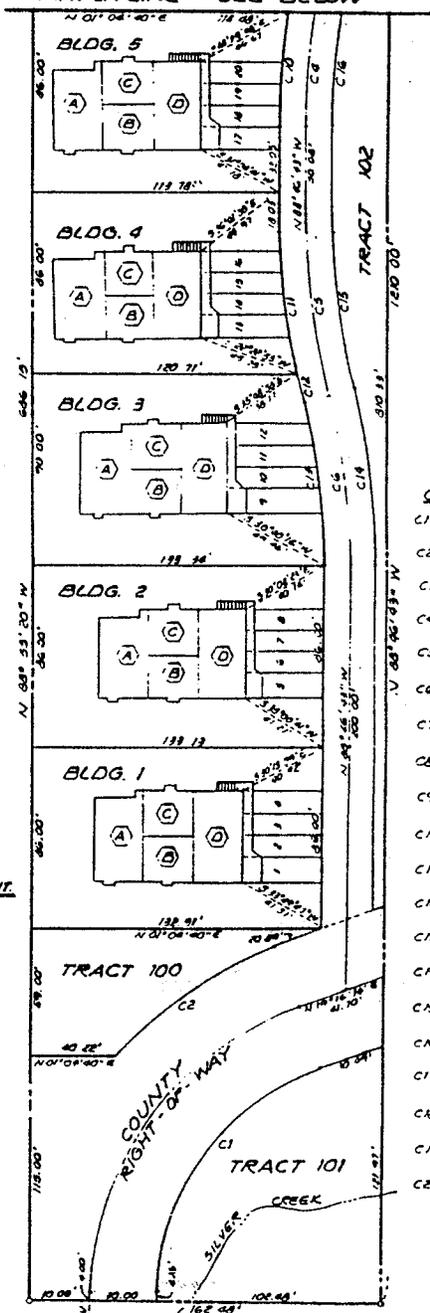
SILVER CREEK

A CONDOMINIUM

SECTION 19, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
SNOHOMISH COUNTY WASHINGTON



MATCH LINE ~ SEE BELOW



CURVE DATA

- C1 - Δ = 69°19'04"
- R = 115.74'
- L = 158.47'
- C2 - Δ = 69°52'25"
- R = 172.24'
- L = 140.54'
- C3 - Δ = 101°29'09"
- R = 314.72'
- L = 79.57'
- C4 - Δ = 101°29'09"
- R = 314.72'
- L = 79.57'
- C5 - Δ = 101°29'09"
- R = 314.72'
- L = 79.57'
- C6 - Δ = 16°28'39"
- R = 348.92'
- L = 13.00'
- C7 - Δ = 00°16'35"
- R = 302.92'
- L = 13.00'
- C8 - Δ = 11°52'08"
- R = 302.92'
- L = 13.00'
- C9 - Δ = 00°16'35"
- R = 302.92'
- L = 13.00'
- C10 - Δ = 09°30'04"
- R = 328.92'
- L = 74.27'
- C11 - Δ = 11°29'06"
- R = 328.92'
- L = 74.27'
- C12 - Δ = 00°20'53"
- R = 328.92'
- L = 74.27'
- C13 - Δ = 16°28'39"
- R = 302.92'
- L = 13.00'
- C14 - Δ = 16°28'39"
- R = 302.92'
- L = 13.00'
- C15 - Δ = 16°28'39"
- R = 302.92'
- L = 13.00'
- C16 - Δ = 16°28'39"
- R = 302.92'
- L = 13.00'
- C17 - Δ = 16°28'39"
- R = 302.92'
- L = 13.00'
- C18 - Δ = 05°02'27"
- R = 25.00'
- L = 37.00'
- C19 - Δ = 00°16'35"
- R = 302.92'
- L = 13.00'
- C20 - Δ = 00°16'35"
- R = 302.92'
- L = 13.00'

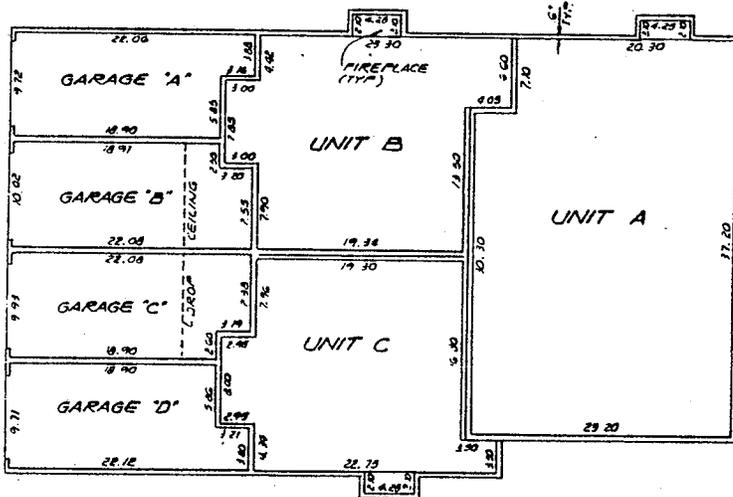
CURVE DATA CONT.

- C21 - Δ = 127°24'35"
- R = 43.00'
- L = 100.46'
- C22 - Δ = 60°23'04"
- R = 43.00'
- L = 97.00'
- C23 - Δ = 43°16'08"
- R = 62.00'
- L = 45.42'
- C24 - Δ = 37°00'08"
- R = 62.00'
- L = 40.06'
- C25 - Δ = 30°00'33"
- R = 62.00'
- L = 30.59'
- C26 - Δ = 36°26'38"
- R = 43.00'
- L = 30.59'

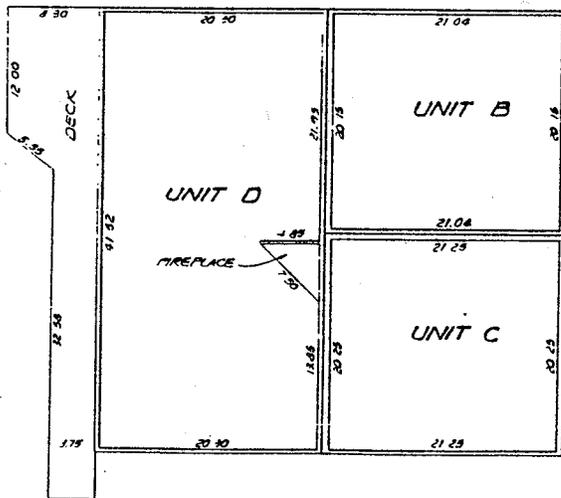
SILVER CREEK

A CONDOMINIUM

SECTION 19, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
SNOHOMISH COUNTY WASHINGTON



1ST FLOOR



2ND FLOOR

- UNIT A - 2 BEDROOM, 1 1/2 BATH
AREA : 847 SQ. FT.
- UNIT B - 2 BEDROOM, 1 1/2 BATH
AREA : 863 SQ. FT.
- UNIT C - 2 BEDROOM, 1 1/2 BATH
AREA : 858 SQ. FT.
- UNIT D - 2 BEDROOM, 1 1/2 BATH
AREA : 825 SQ. FT.

TYPICAL UNITS - ALL BUILDINGS

SCALE: 1/8" = 1'-0"

SILVER CREEK

A CONDOMINIUM

SECTION 19, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
SNOHOMISH COUNTY WASHINGTON

BLOG. #	UNIT TYPE	FLOOR ELEV.	CEILING ELEV.
1	A	160.20	167.85
	B	160.20	167.85
		168.81	176.46
	C	160.20	167.85
168.81		176.46	
2	D	168.81	176.46
	A	161.14	168.79
	B	161.14	168.79
		169.78	177.43
C	161.14	168.79	
	169.78	177.43	
3	D	169.78	177.43
	A	161.92	169.57
	B	161.92	169.57
		170.60	178.25
C	161.92	169.57	
	170.60	178.25	
4	D	170.60	178.25
	A	164.23	171.88
	B	164.23	171.88
		172.92	180.57
C	164.23	171.88	
	172.92	180.57	
5	D	172.92	180.57
	A	165.01	172.66
	B	165.01	172.66
		173.60	181.25
C	165.01	172.66	
	173.60	181.25	
6	D	173.60	181.25
	A	164.69	172.49
	B	164.69	172.49
		173.33	180.98
C	164.69	172.49	
	173.33	180.98	
7	D	173.33	180.98
	A	162.97	170.62
	B	162.97	170.62
		171.57	179.22
C	162.97	170.62	
	171.57	179.22	
8	D	171.57	179.22

BLOG. #	UNIT TYPE	FLOOR ELEV.	CEILING ELEV.
8	A	161.65	169.30
	B	161.65	169.30
		170.09	177.74
	C	161.65	169.30
170.09		177.74	
9	D	170.09	177.74
	A	156.91	164.61
	B	156.91	164.61
		165.74	173.39
C	156.91	164.61	
	165.74	173.39	
10	D	165.74	173.39
	A	156.70	164.35
	B	156.70	164.35
		163.35	173.00
C	156.70	164.35	
	163.35	173.00	
11	D	163.35	173.00
	A	155.68	163.38
	B	155.68	163.38
		164.91	172.06
C	155.68	163.38	
	164.91	172.06	
12	D	164.91	172.06
	A	157.24	164.94
	B	157.24	164.94
		165.94	173.59
C	157.24	164.94	
	165.94	173.59	
13	D	165.94	173.59
	A	157.95	165.65
	B	157.95	165.65
		166.59	174.29
C	157.95	165.65	
	166.59	174.29	
13	D	166.59	174.29

SILVER CREEK

A CONDOMINIUM

SECTION 19, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
SNOHOMISH COUNTY WASHINGTON

BLDG.	UNIT TYPE	UNIT No.	LEVEL	PRICE	% OF TOTAL	VIEW OR OPEN SPACE
1	A		1	89,300		0.5
	B		1#2	89,015		0.5
	C		1#2	84,330		
	D		2	80,370		
2	A		1	89,300		
	B		1#2	84,300		
	C		1#2	84,300		
	D		2	80,370		
3	A		1	89,300		
	B		1#2	84,300		
	C		1#2	84,300		
	D		2	80,370		
4	A		1	89,300		
	B		1#2	84,300		
	C		1#2	84,300		
	D		2	82,156		V
5	A		1	89,300		
	B		1#2	84,300		
	C		1#2	84,300		
	D		2	82,156		V
6	A		1	89,300		
	B		1#2	84,300		
	C		1#2	84,300		
	D		2	82,156		V
7	A		1	94,000		0.5
	B		1#2	86,204		
	C		1#2	86,204		
	D		2	84,835		V
8	A		1	94,000		0.5
	B		1#2	86,204		
	C		1#2	86,204		
	D		2	84,835		V
9	A		1	94,000		
	B		1#2	86,204		
	C		1#2	86,204		
	D		2	84,835		V
10	A		1	94,000		0.5
	B		1#2	86,204		
	C		1#2	86,204		
	D		2	84,835		
11	A		1	94,000		0.5
	B		1#2	89,015		
	C		1#2	89,015		
	D		2	87,514		
12	A		1	94,000		0.5
	B		1#2	89,015		
	C		1#2	89,015		
	D		2	87,514		
13	A		1	94,000		0.5
	B		1#2	89,015		
	C		1#2	89,015		
	D		2	87,514		

JAMES L. STRICHARTZ
MICHAEL A. PADILLA

LAW OFFICES OF JAMES L. STRICHARTZ

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JUL 03 2007

Jim Strichartz' Contacts
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(206-286-2666 (Direct Fax)
jim@condo-lawyers.com

July 2, 2007

Silver Creek Condominium Association
c/o Joann Doty
SUHRCO Residential Properties, LLC
2010 - 156th Ave. NE, Suite 100
Bellevue, WA 98007

Re: Silver Creek Condominium
General Representation
Our File No. 92887-00

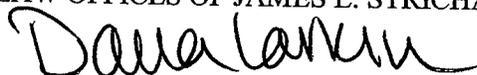
Dear Joann:

Enclosed please find the original Amendment to Declaration for Silver Creek Condominium, which has been recorded in Snohomish County. This document should be kept in the permanent records of the Association with their other governing documents.

Thank you for the opportunity to be of assistance in this matter. Please feel free to contact me at (206)388-0600 if you have any questions or I can be of further service.

Very truly yours,

LAW OFFICES OF JAMES L. STRICHARTZ



Dana Larkin
Collection Assistant

DRL:s

Enclosure

W:\docs\client\88792887-00\00100380.WPD

FILED FOR RECORD AT THE REQUEST OF:
 Law Offices of James L. Strichartz
 201 Queen Anne Avenue North #400
 Seattle, WA 98109


 200706011004 11 PGS
 06/01/2007 4:25pm \$42.00
 SNOHOMISH COUNTY, WASHINGTON

**AMENDMENT TO
 DECLARATION FOR
 SILVER CREEK CONDOMINIUM**

Grantor: Silver Creek Condominium Association
Grantee: N/A
Legal Description: Silver Creek Condominium according to Declaration recorded in Snohomish County, Washington under Recording No. 9006280015, as thereafter amended of record.
Tax Parcel ID: 007859 (Master Number) *AFN: 9006280015*

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FILED FOR RECORD AT THE REQUEST OF:
Law Offices of James L. Strichartz
201 Queen Anne Avenue North, Suite 400
Seattle, WA 98109

**AMENDMENT TO
DECLARATION FOR
SILVER CREEK CONDOMINIUM**

WHEREAS, a certain Declaration submitting real estate to the Horizontal Property Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as amended, entitled DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER CREEK, A CONDOMINIUM, was recorded on June 28, 1990, under Recording No. 9006280015, in the records of Snohomish County, State of Washington, together with the Survey Map and Plans recorded in Volume 50 Condominiums, at pages 254 through 259, inclusive, under Recording No. 9006285001, in records of Snohomish County, State of Washington; and

WHEREAS, the Declaration has previously been amended by instrument recorded in the records of Snohomish County, State of Washington, on November 9, 1990, under Recording No. 9011090169; and

8 WHEREAS, pursuant to Section 27.1 of the Declaration, at a meeting duly called and held on the day of March, 2007, not less than a majority of the Board of Directors of Silver Creek Condominium Association have voted to submit this Amendment to Declaration to the owners for their approval; and

WHEREAS, pursuant to Sections 27.1 of the Declaration, after notice to all of the owners entitled to vote thereon duly given, not less than Sixty-Seven percent (67%) of the Unit Owners have consented in writing to amend the Declaration as hereinafter set forth; and

WHEREAS, pursuant to Section 27.2 of the Declaration, after 30 notice to all of the Eligible Mortgage Holders duly given by certified mail, return receipt requested, not less than Fifty-One Percent (51%) of the Eligible Mortgage Holders have expressly or impliedly consented to the amendment of the Declaration as hereinafter set forth;

NOW THEREFORE, the President and the Secretary of Silver Creek Condominium Association certify the Declaration to have been amended in the following particulars:

A. Paragraph 1.1.1 of the Declaration is hereby deleted in its entirety and the following new Paragraph 1.1.1 is substituted in its place:

1.1.1 "Act" means the Horizontal Property Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as amended, together with the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34), as amended, to the extent that the provisions of the

Washington Condominium Act are made applicable, either automatically as provided in RCW 64.34.010(1) or some other provision of law or by the Declaration.

B. The following new Paragraphs 1.1.25 through 1.1.29 are added to the Declaration:

1.1.25 "Assessment" means all sums chargeable by the Association against a Unit and its Owner, including without limitation regular and special Assessments, fines imposed by the Association, interest and late charges on any delinquent account, costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account, costs and attorney's fees incurred by the Association in connection with the enforcement of the Governing Documents, and all other sums payable by an Owner to the Association as provided in the Governing Documents, unless the context clearly indicates otherwise.

1.1.26 "Governing Documents" means the Declaration, the Articles of Incorporation, if any, the Bylaws and the Rules and Regulations of the Association adopted as provided in the Declaration and Bylaws, as these documents may be lawfully amended and/or adopted from time to time.

1.1.27 "Occupant" means anyone who occupies a Unit as a permanent residence or who stays overnight in any Unit more than fourteen (14) days in any calendar month or more than sixty (60) days per calendar year.

1.1.28 "Related Party" means a person who has been certified in a written document filed by a Unit Owner with the Association to be the spouse, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendant or ancestor of the Owner or the lineal descendant or ancestor of any of the foregoing persons, the officer, director or employee of any Owner which is a corporation, the trustee or beneficiary of any Owner which is a trust, or the partner or employee of any Owner which is a partnership.

1.1.29 "Tenant" means and includes a tenant, lessee, renter or other non-Owner Occupant of a Unit that is not occupied by its Owner. For the purposes of the Declaration, the term Tenant shall not include a Related Party.

C. The following new Sections 12.13 and 12.14 are added to the Declaration:

12.13 Liability for Damages and Misconduct. Notwithstanding any other provision of this Declaration, except to the extent covered by insurance obtained by the Association, each Owner shall be responsible for any expenses resulting from damages done to a Unit, the Common Areas or the Limited Common Areas by that Owner or a Tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner or Tenant, or as a result of the failure of or failure to maintain, repair or replace any fixture, equipment, appliance or appurtenance which the Owner is responsible to maintain under the terms of the Declaration, or from any misconduct by that Owner or a Tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner or Tenant. The sums due from any Owner pursuant to this Section shall be specially assessed to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Areas, and shall be collectable as are other Assessments.

12.14 Inspection, Repair and Replacement of High Risk Components. Notwithstanding the provisions of this Declaration, the Board may, from time to time, after notice and an opportunity for Owners to comment, determine that certain portions of the Units required to be maintained by the Unit Owners, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Areas if they are not properly inspected, maintained, repaired or replaced. By way of example, but not of limitation, these portions, objects or appliances might include, smoke detectors, and water heaters. Those items determined by the Board to pose such a particular risk are referred to as "High Risk Components."

12.14.1 At the same time that it designates a "High Risk Component" or at a later time the Board, after notice and an opportunity for owners to comment, may require one or more of the following with regard to the High Risk Component:

12.14.1.1 That it be inspected at specified intervals by the Association or an inspector or inspectors designated by the Association.

12.14.1.2 That it be maintained, repaired or replaced at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.

12.14.1.3 That it be maintained, repaired or replaced by the Association and the cost be specially assessed to the Unit Owner as a common expense attributable to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Areas, and shall be collectable as are other Assessments.

12.14.1.4 That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board.

12.14.1.5 That when it is repaired or replaced, the installation include additional components or installations specified by the Board.

12.14.1.6 That it be replaced or repaired by contractors having particular licenses, training or professional certification or by contractors approved by the Association.

12.14.1.7 If the replacement or repair is completed by an Owner, that it be inspected by a person designated by the Association.

12.14.2 The imposition of requirements by the Board under Paragraph 12.14.1 shall not relieve an Owner of his or her obligations under Section 12.3 of the Declaration, including, but not limited to, the obligation to perform and pay for repairs, maintenance, and replacement.

12.14.3 If any Unit Owner fails to repair, maintain or replace a High Risk Component in accordance with the requirements established by the Board under this Section 12.14, the Association may, in addition to any other rights and powers granted to it under the Governing Documents and the Act:

12.14.3.1 Enter the Unit in accordance with Article 13, and inspect, repair, maintain or replace the High Risk Component, and in such event and the cost thereof shall be specially assessed to the Unit Owner as a common expense attributable to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Areas, and shall be collectable as are other Assessments; and

12.14.3.2 Exercise any and all other enforcement remedies available to the Association under the Governing Documents and the Act.

D. Article 13 of the Declaration is hereby deleted in its entirety and the following new Article 13 is substituted in its place:

13. ENTRY TO UNITS AND LIMITED COMMON AREAS.

The Board and its agents, contractors and employees may enter any Unit or Limited Common Area when reasonably necessary or advisable in connection with the exercise of any power granted to, or the performance of any duty which is the responsibility of the Board under the Declaration, including any inspection, maintenance, operation, repair, construction or reconstruction for which the Board is responsible, to do any work that an Owner has failed to perform, to prevent damage to the Areas or to another Unit, or if an emergency occurs. Except in cases of emergency that preclude advance notice, the Board shall cause the Unit Owner and Occupant to be given written notice of entry into a Unit or a Limited Common Area accessible only through a Unit as far in advance as is reasonably practicable. Entry shall be made with as little inconvenience to the Owner as practicable. Any damage caused by the entry of the Unit shall be repaired by the Board out of common funds if the entry was due to an emergency (unless the emergency was caused by the Owner or Occupant of the Unit entered, in which case the cost shall be specially assessed to the Unit entered) or for the purpose of maintenance or repairs to the Common Areas where the repairs were undertaken by or under the direction of the Board. If the inspection, repairs or maintenance were necessitated by or for the Unit entered or its Owner or Occupants, or the Owner of the Unit has failed or refused to perform the inspection, maintenance or repair within a reasonable time after written notice of the necessity of the inspection, maintenance or repair has been given to the Owner, the costs of the inspection, repairs or maintenance and of the entry shall be specially assessed to the Unit, shall be a lien upon the Unit and upon any appurtenant Areas, and shall be collectable as are other Assessments.

E. Section 24.6 of the Declaration is hereby deleted in its entirety and the following new Section 24.6 is substituted in its place:

24.6 Unit Owner Policies. Each Owner shall, at his or her own expense, obtain additional insurance ("Owner's Individual Insurance") respecting his or her Unit as contemplated under R.C.W. 64.32.220. Owner's Individual Insurance coverage shall be written on a condominium unit owners policy form, and must include personal liability coverage with limits of at least Three Hundred Thousand Dollars (\$300,000) combined single limit bodily injury and property damage. A Tenant who is renting or leasing a Unit shall provide general liability renter's insurance in the same amounts and with the same terms as that required for Owner's Individual Insurance. The Board may, from time to time, adopt rules which set additional or greater requirements for Owner's Individual Insurance coverage, including the minimum amount of Building Coverage and Liability Coverage to be included and the maximum amount of the permissible deductible. Each Owner shall request its insurer to name the Association as an

additional insured on each Owner's Individual Insurance policy as to Building Coverage, and shall receive a minimum notice of cancellation or non-renewal of thirty (30) days. If the coverage required under this Section is not reasonably available, the Owner shall provide proof of that unavailability to the Board. 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, on behalf of all 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 and agrees to notify the Board of all improvements by the Owner to his or her Unit the value of which is in excess of Ten Thousand Dollars (\$10,000.00).

F. A new Section 24.7 is added to the Declaration as follows:

24.7 Liability for Uninsured Amounts. Notwithstanding any other provision of this Declaration, including Article 25, and except to the extent that a lack of insurance results from the negligence or breach of a duty to insure of the Board:

24.7.1 Liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of an individual Unit 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 a Unit, which that Owner is responsible to maintain in good working order and condition.

24.7.2 Except as provided in Paragraph 24.7.1, and except where the damage is a result of the sole fault of the Association, the liability for the amount of damage within the limits of any applicable insurance deductible on a policy of insurance issued to the Association shall be the responsibility of an individual Unit Owner where the damage involved is limited solely to damage to that Owner's Unit or the Limited Common Areas assigned to that Owner's Unit.

24.7.3 Except as provided in Paragraphs 24.7.1 and 24.7.2, and except where the damage is a result of the sole fault of the Association, liability for the amount of damage within the limits of any applicable insurance deductible on a policy of insurance issued to the Association shall be pro-rated between the Association and any involved Owners in proportion to the relative amounts of damage to the Areas and to each of the affected Units, including the Limited Areas assigned to such Unit or Units, where the damage involves both the Areas and/or one or more Units or the Limited Areas assigned to a Unit or Units.

G. Article 25 of the Declaration is hereby deleted in its entirety and the following new Article 25 is substituted in its place:

25. DAMAGE OR DESTRUCTION: RECONSTRUCTION.

25.1 Definitions: Significant Damage; Repair; Emergency Work.

25.1.1 As used in this Article, the term "Significant Damage" means damage or destruction, whether or not caused by casualty, to any part of the Property which the Board is responsible to maintain or repair: (a) for which funds are not available in the maintenance and repair or contingency

budget of the Association to make timely repairs; and (b) which has a significant adverse impact on the habitability of any Unit or the ability of an Owner or Owners to use the Property or any significant portion of the Property for its intended purpose.

25.1.2 As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the Building or improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit 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.

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

25.2 Initial Board Determinations. In the event of Significant Damage to any part of the Property, the Board shall promptly, and, unless prevented by causes beyond its control, within ninety (90) days after the date of Significant Damage, or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery, make the following determinations, employing any advice the Board deems advisable:

25.2.1 The nature and extent of the Significant Damage, together with an inventory of the improvements and the portion of the Property directly affected.

25.2.2 A reasonably reliable estimate of the cost to Repair the Significant Damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

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

25.2.4 The amount, if any, that the estimated cost of Repair exceeds the anticipated insurance proceeds available for that Repair and the amount of Assessment to each Unit if the excess was paid as a Common Expense and specially assessed against all the Units in proportion to their percentages of interest in the Common Areas.

25.2.5 The Board's recommendation as to whether the Significant Damage should be Repaired.

25.3 Notice of Significant Damage. The Board shall promptly, and unless prevented by causes beyond its control, within ninety (90) days after the date of Significant Damage, provide each Owner, and each Eligible Mortgagee with a written notice summarizing the initial Board determination made under Section 25.2. If the Board fails to do so within the ninety (90) day period, then any Owner or First Lender may make the determinations required under Section 25.2 and give the notice required under this Section.

25.4 Repair of Non-Significant Damage. In the event of damage or destruction to all or a part of the Property which the Board is responsible to Repair, which is not determined by the Board to constitute Significant Damage, the Board shall promptly arrange the Repair, which shall be conducted in accordance with the original plans for the Condominium. The insurance proceeds, if any, shall be applied to the cost of the Repair, and the balance of the Repair costs, if any, shall be assessed to the Owners responsible for same, or paid as a Common Expense of the Association, or prorated between individual Owners and the Association, as provided in Section 24.7 of the Declaration.

25.5 Repair of Significant Damage.

25.5.1 Unless prior to the commencement of the Repair (other than Emergency Work referred to in Paragraph 25.1.3) the Owners shall have decided not to Repair in accordance with the provisions of either Paragraph 25.6.3 or 25.7.3, the Board shall promptly Repair the Significant Damage, use the available insurance proceeds for that purpose, and pay for the actual cost of Repair in excess of insurance proceeds. Except to the extent otherwise provided in Section 24.7 of the Declaration, the costs of Repair shall be a Common Expense which shall be specially assessed against all Units in proportion to their respective percentages of interest in the Common Areas.

25.5.2 The Board shall have the authority to employ architects, engineers, attorneys, and other professionals, advertise for bids, let contracts to contractors and others, and to take any other action reasonably necessary to effectuate the Repair. Contracts for the Repair shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments or Common Funds, has provision for the costs of the work to be done under the contracts. The Board may authorize the insurance carrier to proceed with the Repair upon satisfaction of the Board that the work will be appropriately carried out.

25.5.3 The Board may enter into a written agreement in recordable form with any reputable financial institution, trust or escrow company retaining the firm or institution to act as an insurance trustee to adjust and settle any claim for a loss in excess of Fifty Thousand Dollars (\$50,000), or for the firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

25.6 Limited Damage; Assessment Under Ten Percent (10%) of Fair Market Value. If the amount of the estimated Assessment determined under Section 25.2 does not exceed Ten Percent (10%) of the fair market value of any Unit before the damage occurred, utilizing the then current assessed value of the Unit for property tax purposes as determinative of fair market value, then the provisions of this Section 25.6 shall apply.

25.6.1 The Board may, but shall not be required to, call a special Owners' meeting to consider the Repair. If a special Owner's meeting is called, notice of the meeting shall be given simultaneously with the notice required to be given by the Board under Section 25.3 above. If the Board fails to call a meeting, then the requisite number of Owners or any Eligible Mortgagee, within fifteen (15) days of receipt of the notice given by the Board under Section 25.3, or within fifteen (15) days of the expiration of the thirty (30) day period, whichever is less, may call a special Owners' meeting to consider the Repair. Any meeting called as provided in this Paragraph shall be convened not less than ten (10) nor more than twenty (20) days after the date of the notice of meeting.

25.6.2 Except for Emergency Work, no Repair shall be commenced until after the expiration of the notice period set forth in the preceding Paragraph and until after the conclusion of the special meeting if a meeting is called within the requisite period.

25.6.3 A unanimous written decision of the Unit Owners and Eligible Mortgagees (based upon one (1) vote for each First Mortgage held) will be required to avoid the provisions of Paragraph 25.5.1 and to determine not to Repair the Significant Damage in accordance with the Survey Map and Plans. The failure of the Board, the requisite number of Owners or a Eligible Mortgagee to call for a special meeting at the time or in the manner set forth in Section 25.6 shall be deemed a unanimous decision to undertake the Repair.

25.7 Major Damage: Assessment Over Ten Percent (10%) of Fair Market Value. If the amount of the estimated Assessment determined under Section 25.2 exceeds Ten Percent (10%) of the fair market value of any Unit before the damage occurred, utilizing the then current assessed value of the Unit for property tax purposes as determinative of fair market value, then the provisions of this Section 25.7 shall apply:

25.7.1 The Board shall promptly, and unless prevented by causes beyond its control, within ninety (90) days after the date of Significant Damage, or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery, provide written notice of a special Owners' meeting to consider Repair of the Significant Damage. The notice of meeting shall be delivered with the notice required to be provided under Section 25.3 above. If the Board fails to do so within the ninety (90) day period, then notwithstanding the provisions of this Declaration or the Bylaws with respect to calling special meetings, any Owner or Eligible Mortgagee may within fifteen (15) days of the expiration of the ninety (90) day period, or within fifteen (15) days of receipt of the notice required to be provided by the Board under Section 25.3, whichever is less, call a special meeting of the Owners to consider Repair of the Significant Damage by providing written notice of the meeting to all Owners and Eligible Mortgagees. Any meeting held as provided in this Section 25.7 shall be called by written notice and shall be convened not less than ten (10) nor more than twenty (20) days from the date of the notice of meeting.

25.7.2 Except for Emergency Work no Repair shall be commenced until the conclusion of the special Owners' meeting required under Paragraph 25.7.1.

25.7.3 A concurrence in writing of more than seventy-five percent (75%) of the Eligible Mortgagees (based upon one vote for each First Mortgage held), and more than seventy-five percent (75%) of the Owners of the Units will be required to avoid the provisions of Paragraph 25.5.1 and to determine not to Repair the Significant Damage. The failure to obtain the seventy-five percent (75%) concurrence in writing shall be deemed a decision to Repair the Significant Damage in accordance with the Survey Map and Plans. The failure of the Board, or Owners or Eligible Mortgagees to convene the special meeting required under Paragraph 25.7.1 within one hundred and fifty (150) days after the date of Significant Damage shall be deemed a unanimous decision not to undertake the Repair.

25.8 Decision Not to Repair; Disposition. In the event of a decision under either Paragraphs 25.6.3 or 25.7.3 not to Repair any Significant Damage, the Board may nevertheless expend any 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 Building or Buildings and clearing, filling and grading the real property), and the remaining funds, if any, and the Property shall then be held and distributed as follows:

25.8.1 The Property shall be owned in common by the Unit Owners and shall no longer be subject to this Declaration or to condominium ownership;

25.8.2 The undivided interest in the Property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the Owner in the Common Areas;

25.8.3 Any Mortgages or liens affecting any of the Units shall be deemed transferred in accordance with the existing priorities to the percentage of the undivided interest of the Unit Owner in the Property as provided in this Section 25.8; and

25.8.4 The Property shall be subject to an action for partition at the suit of any Unit Owner or the Association, 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; the fund shall be divided into separate shares one for each Unit Owner in a percentage equal to the percentage of undivided interest owned by each Owner in the Property; then, after first paying out of the respective share of each Unit Owner, to the extent sufficient for the purposes, all Mortgages and liens on the undivided interest in the Property owned by that Unit Owner, the balance remaining in each share shall then be distributed to each Unit Owner respectively.

25.9 Miscellaneous. The provisions of this Article shall constitute the procedure by which a determination is made by the Unit Owners to repair, restore, reconstruct or rebuild as provided in the Act. By the act of accepting an interest in the Property, each Unit Owner and party claiming by, through or under the Owner hereby consents and agrees to the provisions of this Article. If any provision of this Article is determined to be invalid or unenforceable by any court of competent jurisdiction, the determination shall not affect the validity of any other provision of this Declaration. The purpose of this Article is to provide a fair and equitable method of allocating the costs of Repair if all or a portion of the improvements suffer Significant Damage. The provisions of this Article shall be liberally construed to accomplish that purpose. By unanimous vote of the Unit Owners, taken within ninety (90) days after the Significant Damage, the Owners may determine to do otherwise than provided in this Article.

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

DATED this 8th day of May, 2007.

SILVER CREEK CONDOMINIUM
ASSOCIATION

By: Kathryn M. Hall
President

FILE COPY

Original to Nancy
cc Board 3-19-04

JAMES L. STRICHARTZ
MARION E. MORGENSTERN
MICHAEL A. PADILLA

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MICHELLE A. EIN
OF COUNSEL

March 11, 2004

MAR 16 2004

Silver Creek Condominium Association
c/o Nancy LeMay
Suhrco Residential Properties, LLC
2010 - 156th Avenue NE, #100
Bellevue, WA 98007

Re: Silver Creek Condominium Association
General Representation
Our File No. 92887-00

Dear Nancy:

Enclosed pursuant to your request please find a proposed draft of the Amendment to Declaration for Silver Creek Condominium. The Board should review this draft for any desired changes, and forward its recommendations to me for evaluation and incorporation into the document. I would be happy to meet with the Board or its representatives to discuss any proposed changes, or to respond to a letter containing any comments.

Once the Board is comfortable with this draft, it should be approved for submission to the owners. It should then be mailed to all owners for review and comment, and a meeting should be scheduled for owners to come and have their questions and concerns addressed. I would be happy to attend that meeting to deal with any legal issues that may be raised by owners.

The Amendment to Declaration requires the approval of a majority of the Board pursuant to Section 27.1 of the Declaration, and sixty-seven percent (67%) of the unit owners. I have enclosed an Owner Consent form to be used in gaining approval of the Amendment. Once the Amendment to Declaration has been approved, it needs to be executed and acknowledged before a notary. You should then return the original to me for recording. Once the Recorder returns the original recorded document to me, I will send it to you for the Association's permanent records.

Thank you for the opportunity to be of assistance in this matter. Please feel free to contact me if you have any questions.

Very truly yours,


James L. Strichartz

JLS:s

Encl.

W:\docs\client\88792887-00\00022936.WPD

**WRITTEN CONSENT TO
AMENDMENT TO DECLARATION
FOR SILVER CREEK CONDOMINIUM**

I, the undersigned, being:

_____ an owner

_____ the holder of a proxy, attached hereto, executed by an owner

of Unit _____ of Silver Creek Condominium, together with a _____ % undivided interest in the common areas and facilities of said condominium, do hereby execute this instrument and hereby indicate my written consent to the adoption of the instrument described herein, in the form approved by the Board of Directors of Silver Creek Condominium Association for adoption by the owners.

On Declaration Amendment:

For

Against

THIS WRITTEN CONSENT WILL BE VOTED AS DIRECTED ABOVE. IF NO CONTRARY DIRECTION IS INDICATED ABOVE, THIS INSTRUMENT, WHEN SIGNED BY AN OWNER AND RETURNED TO THE ASSOCIATION WILL BE DEEMED TO BE A CONSENT TO THE ABOVE PROPOSITION. IF MORE THAN ONE CONSENT IS RECEIVED BY THE ASSOCIATION FROM THE SAME OWNER FOR AN APARTMENT, THE WRITTEN CONSENT WITH THE LATEST DATE FOR THE SAME APARTMENT WILL CONTROL. ONLY ONE OWNER OF RECORD FOR AN APARTMENT NEEDS TO SIGN THIS CONSENT FORM.

Dated _____ day of _____, 2004.

By: _____
Signed

FILED FOR RECORD AT THE REQUEST OF:

Law Offices of James L. Strichartz

200 West Mercer Street #511

Seattle, WA 98119

**AMENDMENT TO
DECLARATION FOR
SILVER CREEK CONDOMINIUM**

Grantor: Silver Creek Condominium Association
Grantee: N/A
Legal Description: Silver Creek Condominium according to Declaration recorded in Snohomish County, Washington under Recording No. 9006280015, as thereafter amended of record.
Tax Parcel ID: 007859 (Master Number)

WHEREAS, a certain Declaration submitting real estate to the Horizontal Property Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as amended, entitled DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER CREEK, A CONDOMINIUM, was recorded on June 28, 1990, under Recording No. 9006280015, in the records of Snohomish County, State of Washington, together with the Survey Map and Plans recorded in Volume 50 Condominiums, at pages 254 through 259, inclusive, under Recording No. 9006285001, in records of Snohomish County, State of Washington; and

WHEREAS, the Declaration has previously been amended by instrument recorded in the records of Snohomish County, State of Washington, on November 9, 1990, under Recording No. 9011090169; and

WHEREAS, pursuant to Section 27.1 of the Declaration, at a meeting duly called and held on the _____ day of _____, 2004, not less than a majority of the Board of Directors of Silver Creek Condominium Association have voted to submit this Amendment to Declaration to the owners for their approval; and

WHEREAS, pursuant to Section 27.1 of the Declaration, after notice to all of the owners entitled to vote thereon duly given, not less than Sixty-Seven percent (67%) of the Unit Owners have consented in writing to amend the Declaration as hereinafter set forth; and

NOW THEREFORE, the President and the Secretary of Silver Creek Condominium Association certify the Declaration to have been amended in the following particulars:

A. *The following new Section 14.3 is added to the Declaration:*

16.7 Borrowing Authority. In the discharge of its duties and the exercises of its powers as set forth in this Article, but subject to the limitations set forth in the Declaration, the Board may borrow funds on behalf of the Association and, to secure the repayment of those funds, may levy a special assessment (the "Loan Special Assessment") against each Unit and the Owner thereof for that Unit's pro rata share of the funds borrowed, together with interest payable thereon, and may assign the Association's right to future income including the right to receive the Loan Special Assessment to banks, other financial institutions, lenders, and/or contractors as security for such loans. The Owner of a Unit may remove the Unit from the lien of the Loan Special Assessment as provided in RCW 64.32.070 by payment of the fractional or proportional amounts attributable to the Unit. The individual payments for each Unit shall be computed by references to the percentages provided in Article 7 of the Declaration. After any payment, discharge, or satisfaction of the Loan Special Assessment, the Unit shall be free and clear of the lien so paid, satisfied, or discharged. A partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce the lienor's rights against any Unit not so paid, satisfied, or discharged, and the Owner thereof. Notwithstanding anything herein to the contrary, the Unit shall remain liable for its share of any additional special Assessments levied against the Units to pay a portion of the Loan Special Assessment against a Unit or Units uncollectible by reason of the nonpayment thereof.

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

DATED this _____ day of _____, 2004.

SILVER CREEK CONDOMINIUM
ASSOCIATION

By: _____
President

ATTEST: The above amendment
was properly adopted.

By: _____
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this _____ day of _____, 2004, personally appeared before me, _____
_____ and _____, known to me to
be the President and Secretary of Silver Creek Condominium Association, the non-profit
corporation that executed the within and foregoing instrument, and acknowledged the instrument
to be the free and voluntary act and deed of the Association, for the uses and purposes therein
mentioned, and on oath stated that they were authorized to execute the instrument.

DATED this _____ day of _____, 2004.

[Signed]

[Print Name]

Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____