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201 Queen Anne Avenue North # 400

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SNOHOMISH COUNTY, WASHINGTON

Please print legibly or type information.

Document Title(s) Fourth Amendment to Condominium Declaration for Nautica Soundview Condominiums

Grantor(s) Nautica Soundview Condominium Owners Association

____ Additional Names on Page ____ of Document

Grantee(s) N/A

____ Additional Names on Page ____ of Document

Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)

Lots 14 - 21, Block 671, Plat of Everett, V3, P32

Complete Legal Description on Page ____ of Document

Auditor's Reference Number(s)

200604270218, 200606230117, 2007122210745, 200804090568

Assessor's Property Tax Parcel/Account Number(s)

004391-671-014-00; 004391-671-017-00; 004391-671-018-00; 004391-671-019-00; 04391-671-020-00

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

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party (Required for non-standard recordings only)

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FILED FOR RECORD AT THE REQUEST OF:
Levin & Stein
201 Queen Anne Avenue North, Suite 400
Seattle, WA 98109

**FOURTH AMENDMENT TO CONDOMINIUM DECLARATION FOR
NAUTICA SOUNDVIEW CONDOMINIUMS**

Grantor: Nautica Soundview Condominium Owners Association
Grantee: N/A
Abv. Legal Description: Lots 14-21, Block 671, Plat of Everett, V3, P32
Assessor's Parcel No.: 004391-671-014-00, 004391-671-017-00, 004391-671-018-00,
004391-671-019-00, 04391-671-020-00
Documents Amended: 200604270218, 200606230117, 2007122210745, 200804090568

WHEREAS, a certain Declaration submitting real estate to the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34), as amended, entitled CONDOMINIUM DECLARATION FOR NAUTICA SOUNDVIEW CONDOMINIUMS, was recorded on April 27, 2006, under Recording No. 200604270218, in the records of Snohomish County, State of Washington, together with the Survey Map and Plans recorded under Recording No. 200604275083, in the 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 June 23, 2006, under Recording No. 200606230117, and Amended by instrument recorded in the records of Snohomish County, State of Washington, on December 21, 2007 under Recording No. 2007122210745, and Amended by instrument recorded in the records of Snohomish County, State of Washington, on April 9, 2008 under Recording No. 200804090568, and that certain Survey Map and Plans recorded under

Snohomish County Recording No. 200604275083, as amended by that certain Survey Map and Plans recorded under Snohomish County Recording No. 200804095067; and

WHEREAS, pursuant to Sections 26.1 and 24.2.1 of the Declaration as amended, after notice to all of the Unit 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 the Nuatica Soundview Condominium Owners Association certify the Declaration to have been amended in the following particulars:

A. The Table of Contents is amended as follows.

TABLE OF CONTENTS

10.14.2.3 DELETED
10.14.2.4 DELETED
12.1.6 DELETED
12.4.7 DELETED
13.6.4 DELETED
19.3 DELETED
28 DELETED

B. Section 10.14.2.3 of the Declaration is hereby deleted in its entirety.

C. Section 10.14.2.4 of the Declaration is deleted in its entirety, and a new section 10.14.2.4 is substituted in its place as follows:

10.14.2.4 At least every three years after the Transition Date, the Association shall obtain a reserve study from a qualified consultant in order to determine the required level of funding the Association's reserve fund for common elements. Within the same time period for a delivering notice of the proposed budget for the upcoming year, the Board shall send each Owner a summary of the reserve study.

D. Section 12.1.6 of the Declaration is hereby deleted in its entirety.

E. Section 12.4.7 of the Declaration is hereby deleted in its entirety.

F. Section 13.6.4 of the Declaration is deleted in its entirety, and a new section 13.6.4 is substituted in its place as follows

13.6.4 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium.

G. Section 19.3 of the Declaration is deleted in its entirety, and a new Section 19.3 is substituted in its place as follows:

19.3 **No Personal Liability.** So long as any Board Member, Director, Officer, or Association committee member who was neither appointed by nor affiliated with the Declarant, and who 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 party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity; provided, that this Section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board.

H. Section 28 of the Declaration is hereby deleted in its entirety and new Section 28 is substituted in its place as follows:

Any Board Member, Director, Officer, or Association committee member who was neither appointed by nor affiliated with the Declarant, shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in connection with any proceedings to which such person may be made a party, or in which such person may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of intentional misconduct, or gross negligence or a knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property, or services to which said person is not legally entitled; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association.

I. 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 13 day of OCTOBER, 2009.

NAUTICA SOUNDVIEW
CONDOMINIUM OWNERS
ASSOCIATION

By: [Signature]
Joseph Motyka III, President

ATTEST: The above Amendment
was properly adopted.

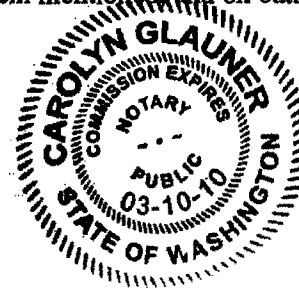
By: [Signature]
Kathleen Goff, Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 13th day of October 2009, personally appeared before me, Joseph Motyka III and Kathleen Goff, known to me to be the President and Secretary of Nautica Soundview Condominium Owners Association, the 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 13th day of October, 2009.

[Signed] Carolyn Glauner
[Print Name] Carolyn Glauner



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

My commission expires: 3/10/10

After Recording Return To:
Joseph McCarthy
Kantor Taylor McCarthy P.C.
1501 4th Avenue, Suite 1610
Seattle, WA 98101-1662

200804090568 CONFORMED COPY
04/09/2008 1:25pm 8 PGS \$49.00
SNOHOMISH COUNTY, WASHINGTON

**AMENDMENT NO 3
TO
CONDOMINIUM DECLARATION
FOR
NAUTICA SOUNDVIEW CONDOMINIUMS**

STEWART 23429 8/50

Grantor: Nautica Associates, LLC, a Washington limited liability company
Grantee: Nautica Soundview Condominiums
Abbreviated Legal: Nautica Soundview Condominiums
Assessor's Account No.: Formerly 004391-671-014-00; 004391-671-017-00; 004391-671-018-00;
004391-671-019-00; 04391-671-020-00
Documents Amended: 200604270218; 200606230117; 200712210745

**AMENDMENT NO 3
TO
CONDOMINIUM DECLARATION
FOR
NAUTICA SOUNDVIEW CONDOMINIUMS**

The Condominium Declaration for Nautica Soundview Condominiums was recorded in Snohomish County under recording number 200604270218 and amended by Amendment No 1 recorded under recording number 200606230117 and by Amendment No 2 recorded under recording number 200712210745 (collectively the "Declaration"). The Survey Map and Plans were filed with the Recorder of Snohomish County, Washington, simultaneously with the recording of the initial Declaration under recording number 200604275083 and amended under recording number 20080409 5067 (collectively the "Survey Map and Plans").

Pursuant to Section 12.5 of the Declaration, Nautica Associates, LLC ("Declarant") amends the Survey Map and Plans to depict 6 additional covered parking spaces which have been added to the Condominium and to show the allocations of Limited Common Element parking spaces and storage areas.

Therefore, Declarant hereby:

(a) amends the Declaration by deleting Schedule C of the Declaration and replacing it with the Schedule C attached hereto.

(b) refers to the Amendment No. 1 to the Survey Map and Plans of the Condominium filed under Snohomish County recording number 20080409 5067 for the locations of the additional parking spaces.

[Remainder of Page Intentionally Left Blank]

SIGNATURE PAGE TO AMENDMENT NO 3 TO CONDOMINIUM DECLARATION

Date: April 1st, 2008

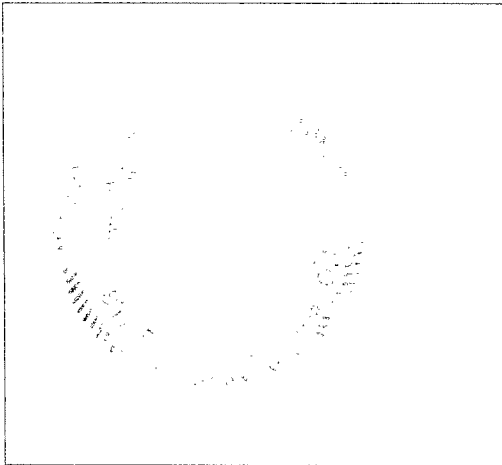
NAUTICA ASSOCIATES, LLC
a Washington limited liability company

By: [Signature]
Glenn Dahmer, Manager

STATE OF WA)
COUNTY OF PIERCE) ss.

I certify that I know or have satisfactory evidence that Glenn Dahmer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Nautica Associates, LLC to be the free and voluntary act of that entity for the uses and purposes mentioned in the instrument.

Dated: April 1st, 2008.



Laurie A. Madaras
(Print Name) Laurie A. Madaras
Residing at LOKENWOOD
My appointment expires: 6-24-2010

SCHEDULE C
Nautica Soundview Condominiums

PARKING AND STORAGE ASSIGNMENTS

- There are a total of 154 covered parking spaces in the Condominium.
- “Parking Spaces” and “Storage Areas” each identify, by reference to their identifying numbers on the Survey Map and Plans, the parking space(s) and storage area(s) allocated to the Unit.

UNIT #	PARKING SPACES	STORAGE AREAS
A101	P1-5,P1-14, P1-4,P1-15	
A102	P1-3, P1-16,P1-2, P1-17,P1-1, P1-18	
A103	P2-2	
A104	P2-63,P2-64	
A105	P1-46	
A106	P1-23	AS5-1
A201	P2-19	AS3-2
A202	P1-20	
A203	P1-19	
A204	P2-11	AS4-5
A205	P2-1	AS3-3
A206	P1-37	
A207	P2-7	AS3-5
A208	P1-49,P1-48	
A209	P1-29	
A210	P2-99	AS3-6
A212	P1-50	
A301	P2-4	AS3-8
A302	P1-22	
A303	P2-14	AS3-10
A304	P1-55	
A305	P2-22	AS3-11
A306	P1-44	AS3-9
A307	P2-21	
A308	P2-43	
A309	P1-39	AS3-4
A310	P2-98	
A311	P1-24	AS3-1
A312	P2-3	
A401	P2-13	AS4-2
A402	P1-28	AS4-3
A403	P1-21	AS3-12
A404	P2-9	
A405	P1-27	
A406	P2-5	AS4-4
A407	P2-24	AS4-6

UNIT #	PARKING SPACES	STORAGE AREAS
A408	P2-30	AS4-7
A409	P2-48	
A410	P2-32	
A411	P2-20	AS4-9
A412	P2-33	
A501	P2-12,P2-57	
A502	P1-26	
A503	P2-34	AS5-2
A504	P2-77,P2-74	
A505	P2-18	AS5-3
A506	P2-8	AS5-4
A507	P2-23	AS5-5
A508	P2-27 HC	AS5-9
A509	P1-31,P1-34	AS4-8
A510	P2-25	AS5-7
A511	P2-35	AS5-8
A512	P1-56,P1-57	
A601	P1-25	
A602	P2-28	AS6-1
A603	P2-6	AS6-6
A604	P2-26,P1-52	AS3-7
A605	P2-17	AS6-3
A606	P2-31	AS6-4
A607	P2-10	AS6-5
A608	P1-8,P1-11	AS6-2
A609	P1-6,P1-13	
A610	P2-15	AS6-7
A611	P2-16	AS6-8
A612	P1-32,P1-33	
B101	P1-43	AS4-10
B102	P2-38	AS4-11
B103	P1-54	AS5-6
B201	P2-86	AS6-10
B202	P2-72	AS6-12
B203	P2-67	BS2-3
B204	P2-55	
B205	P2-80	
B206	P2-54	

UNIT #	PARKING SPACES	STORAGE AREAS
B207	P2-37	AS5-7
B208	P1-30	
B209	P2-65,P2-66	
B210	P2-39	
B211	P2-49 HC	
B212	P2-70	BS2-4
B301	P2-91	BS3-3
B302	P2-42	
B303	P2-96	AS6-11
B304	P2-75,P2-78	
B305	P2-83	
B306	P1-42	
B307	P2-44	BS3-1
B308	P2-56	
B309	P2-61,P2-62	
B310	P2-60	BS3-2
B311	P2-95	
B312	P2-36	BS2-2
B401	P1-7,P1-12	AS5-11
B402	P2-84	
B403	P2-53	BS3-4
B404	P1-51	
B405	P2-93	
B406	P2-52	AS4-1
B407	P2-90	BS4-3
B408	P2-94	AS4-12
B409	P1-47	
B410	P2-46	BS4-1
B411	P2-51	AS5-10
B412	P1-45	BS4-2
B501	P2-87	
B502	P1-38	BS5-1
B503	P1-36	
B504	P2-88,P2-89	BS5-2
B505	P2-45	
B506	P1-9,P1-10	
B507	P2-85	BS5-3
B508	P1-40	

UNIT #	PARKING SPACES	STORAGE AREAS
B509	P2-50	
B510	P2-41	BS5-4
B511	P2-71	AS6-9
B512	P2-73,P2-76	
B601	P2-81	BS6-4
B602	P2-97	
B603	P1-35	BS6-1
B604	P2-40	
B605	P2-79	BS6-3
B606	P2-29	
B607	P1-41	BS6-2
B608	P2-69	BS6-1
B609	P2-92	
B610	P2-82	
B611	P1-53	
B612	P2-47	

UNIT #	PARKING SPACES	STORAGE AREAS
A101	P1-5,P1-14, P1-4,P1-15	
A102	P1-3, P1-16,P1-2, P1-17,P1-1, P1-18	
A103	P2-2	
A104	P2-63,P2-64	
A105	P1-46	
A106	P1-23	AS5-1
A201	P2-19	AS3-2
A202	P1-20	
A203	P1-19	
A204	P2-11	AS4-5
A205	P2-1	AS3-3
A206	P1-37	
A207	P2-7	AS3-5
A208	P1-49,P1-48	
A209	P1-29	
A210	P2-99	AS3-6
A212	P1-50	
A301	P2-4	AS3-8
A302	P1-22	
A303	P2-14	AS3-10
A304	P1-55	
A305	P2-22	AS3-11
A306	P1-44	AS3-9
A307	P2-21	
A308	P2-43	
A309	P1-39	AS3-4
A310	P2-98	
A311	P1-24	AS3-1
A312	P2-3	
A401	P2-13	AS4-2
A402	P1-28	AS4-3
A403	P1-21	AS3-12
A404	P2-9	
A405	P1-27	
A406	P2-5	AS4-4
A407	P2-24	AS4-6

UNIT #	PARKING SPACES	STORAGE AREAS
A408	P2-30	AS4-7
A409	P2-48	
A410	P2-32	
A411	P2-20	AS4-9
A412	P2-33	
A501	P2-12,P2-57	
A502	P1-26	
A503	P2-34	AS5-2
A504	P2-77,P2-74	
A505	P2-18	AS5-3
A506	P2-8	AS5-4
A507	P2-23	AS5-5
A508	P2-27 HC	AS5-9
A509	P1-31,P1-34	AS4-8
A510	P2-25	AS5-7
A511	P2-35	AS5-8
A512	P1-56,P1-57	
A601	P1-25	
A602	P2-28	AS6-1
A603	P2-6	AS6-6
A604	P2-26,P1-52	AS3-7
A605	P2-17	AS6-3
A606	P2-31	AS6-4
A607	P2-10	AS6-5
A608	P1-8,P1-11	AS6-2
A609	P1-6,P1-13	
A610	P2-15	AS6-7
A611	P2-16	AS6-8
A612	P1-32,P1-33	
B101	P1-43	AS4-10
B102	P2-38	AS4-11
B103	P1-54	AS5-6
B201	P2-86	AS6-10
B202	P2-72	AS6-12
B203	P2-67	BS2-3
B204	P2-55	
B205	P2-80	
B206	P2-54	

UNIT #	PARKING SPACES	STORAGE AREAS
B207	P2-37	AS5-7
B208	P1-30	
B209	P2-65,P2-66	
B210	P2-39	
B211	P2-49 HC	
B212	P2-70	BS2-4
B301	P2-91	BS3-3
B302	P2-42	
B303	P2-96	AS6-11
B304	P2-75,P2-78	
B305	P2-83	
B306	P1-42	
B307	P2-44	BS3-1
B308	P2-56	
B309	P2-61,P2-62	
B310	P2-60	BS3-2
B311	P2-95	
B312	P2-36	BS2-2
B401	P1-7,P1-12	AS5-11
B402	P2-84	
B403	P2-53	BS3-4
B404	P1-51	
B405	P2-93	
B406	P2-52	AS4-1
B407	P2-90	BS4-3
B408	P2-94	AS4-12
B409	P1-47	
B410	P2-46	BS4-1
B411	P2-51	AS5-10
B412	P1-45	BS4-2
B501	P2-87	
B502	P1-38	BS5-1
B503	P1-36	
B504	P2-88,P2-89	BS5-2
B505	P2-45	
B506	P1-9,P1-10	
B507	P2-85	BS5-3
B508	P1-40	

UNIT #	PARKING SPACES	STORAGE AREAS
B509	P2-50	
B510	P2-41	BS5-4
B511	P2-71	AS6-9
B512	P2-73,P2-76	
B601	P2-81	BS6-4
B602	P2-97	
B603	P1-35	BS6-1
B604	P2-40	
B605	P2-79	BS6-3
B606	P2-29	
B607	P1-41	BS6-2
B608	P2-69	BS6-1
B609	P2-92	
B610	P2-82	
B611	P1-53	
B612	P2-47	

After Recording Return To:
Joseph McCarthy
Kantor Taylor McCarthy P.C.
1501 4th Avenue, Suite 1610
Seattle, WA 98101-1662

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200712210745 8 PGS
12/21/2007 3:09pm \$47.00
SNOHOMISH COUNTY, WASHINGTON

**AMENDMENT NO 2
TO
CONDOMINIUM DECLARATION
FOR
NAUTICA SOUNDVIEW CONDOMINIUMS**

STEWART 23429 Q

Grantor: Nautica Associates, LLC, a Washington limited liability company
Grantee: Nautica Soundview Condominiums
Abbreviated Legal: Nautica Soundview Condominiums
Assessor's Account No.: Formerly 004391-671-014-00; 004391-671-017-00; 004391-671-018-00;
004391-671-019-00; 04391-671-020-00
Documents Amended: 200604270218; 200606230117

**AMENDMENT NO 2
TO
CONDOMINIUM DECLARATION
FOR
NAUTICA SOUNDVIEW CONDOMINIUMS**

The Condominium Declaration for Nautica Soundview Condominiums was recorded in Snohomish County under recording number 200604270218, as amended by Amendment No 1 recorded under recording number 200606230117 (collectively the "Declaration"). The Survey Map and Plans were filed with the Recorder of Snohomish County, Washington, simultaneously with the recording of the Declaration under Recording Number 200604275083 (the "Survey Map and Plans").


In order to correct a clerical error in Schedule B and pursuant to Section 12.5 of the Declaration, Nautica Associates, LLC ("Declarant") hereby amends the Declaration by deleting Schedule B of the Declaration and replacing it with the Schedule B attached hereto.

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SIGNATURE PAGE TO AMENDMENT NO 2 TO CONDOMINIUM DECLARATION

Date: Dec 18, 2007

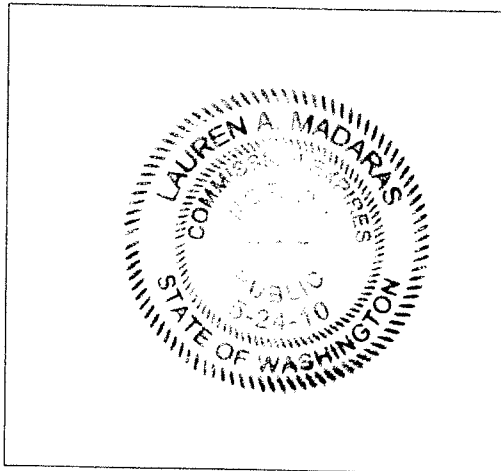
NAUTICA ASSOCIATES, LLC
a Washington limited liability company

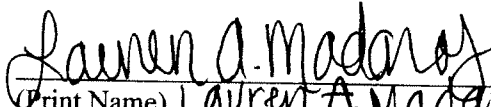
By: 
Glenn Dahmer, Manager

STATE OF WA)
COUNTY OF PIERCE) ss.

I certify that I know or have satisfactory evidence that Glenn Dahmer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Nautica Associates, LLC to be the free and voluntary act of that entity for the uses and purposes mentioned in the instrument.

Dated: Dec. 18, 2007.




(Print Name) Lauren A. Madaras
Residing at Lakewood
My appointment expires: 5-24-2010

REVISED SCHEDULE B

NAUTICA SOUNDVIEW CONDOMINIUMS

UNIT DATA AND ALLOCATED INTERESTS

- The Unit Number is the Identifying Number of the Unit.
- The Floor Area is the approximate area of the Unit measured to the exterior of the walls. Therefore, the Floor Area is larger than the interior area of the Unit.
- The Level refers to the levels in the building on which the Unit is located.
- “Bed/Baths” shows the number of rooms in the Unit designated primarily as a bedroom followed by the number of bathrooms in the Unit. There are no fireplaces in the Residential Units. There is a fireplace in Unit A101.
- “COI” shows the “Common Ownership Interest” of each Unit based on the formulae set forth in Article 6. Some of those Allocated Interests have been rounded so that the aggregate of those Allocated Interests equals 100.
- “CEL” shows the “Common Expense Liability” of each Unit based on the formulae set forth in Article 6. Some of those Allocated Interests have been rounded so that the aggregate of those Allocated Interests equals 100.
- “Residential CEL” shows the Common Expense Liability for Common Expenses allocated only to the Owners of the Residential Units and not to the Owners of the Commercial Units.
- “VI” shows the “Voting Interest” of each Unit based on the formulae set forth in Article 6. Some of those Allocated Interests have been rounded so that the aggregate of those Allocated Interests equals 100.

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
A101	1	836	n/a	0.87%	0.87%	n/a	1
A102	1	1027	n/a	1.07%	1.07%	n/a	1
A103	1	581	ST	0.51%	0.51%	0.51%	1
A104	1	704	ST	0.51%	0.51%	0.51%	1
A105	1	903	1BR/1BA	0.70%	0.70%	0.73%	1
A106	1	800	ST	0.51%	0.51%	0.51%	1
A201	2	846	1BR/1BA	0.70%	0.70%	0.73%	1
A202	2	617	1BR/1BA	0.70%	0.70%	0.73%	1
A203	2	416	ST	0.51%	0.51%	0.51%	1
A204	2	1152	2BR/2BA	1.06%	1.06%	1.08%	1
A205	2	779	1BR/1BA	0.70%	0.70%	0.73%	1
A206	2	714	1BR/1BA	0.70%	0.70%	0.73%	1

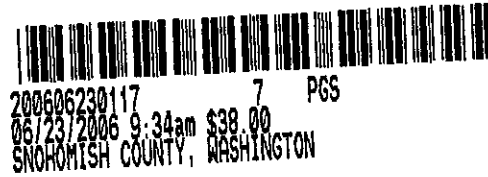
Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
A207	2	457	ST	0.51%	0.51%	0.51%	1
A208	2	975	2BR/2BA	1.06%	1.06%	1.08%	1
A209	2	980	2BR/2BA	1.06%	1.06%	1.08%	1
A210	2	404	ST	0.51%	0.51%	0.51%	1
A212	2	1110	2BR/2BA	1.06%	1.06%	1.08%	1
A301	3	908	2BR/1BA	1.06%	1.06%	1.08%	1
A302	3	617	1BR/1BA	0.70%	0.70%	0.73%	1
A303	3	416	ST	0.51%	0.51%	0.51%	1
A304	3	1152	2BR/2BA	1.06%	1.06%	1.08%	1
A305	3	779	1BR/1BA	0.70%	0.70%	0.73%	1
A306	3	714	1BR/1BA	0.70%	0.70%	0.73%	1
A307	3	457	ST	0.51%	0.51%	0.51%	1
A308	3	975	2BR/2BA	1.06%	1.06%	1.08%	1
A309	3	980	2BR/2BA	1.06%	1.06%	1.08%	1
A310	3	440	ST	0.51%	0.51%	0.51%	1
A311	3	607	ST	0.51%	0.51%	0.51%	1
A312	3	1110	2BR/2BA	1.06%	1.06%	1.08%	1
A401	4	906	2BR/1BA	1.06%	1.06%	1.08%	1
A402	4	617	1BR/1BA	0.70%	0.70%	0.73%	1
A403	4	416	ST	0.51%	0.51%	0.51%	1
A404	4	1152	2BR/2BA	1.06%	1.06%	1.08%	1
A405	4	779	1BR/1BA	0.70%	0.70%	0.73%	1
A406	4	714	1BR/1BA	0.70%	0.70%	0.73%	1
A407	4	457	ST	0.51%	0.51%	0.51%	1
A408	4	975	2BR/2BA	1.06%	1.06%	1.08%	1
A409	4	980	2BR/2BA	1.07%	1.07%	1.08%	1
A410	4	492	ST	0.51%	0.51%	0.51%	1
A411	4	607	ST	0.51%	0.51%	0.51%	1
A412	4	1110	2BR/2BA	1.07%	1.07%	1.08%	1
A501	5	906	2BR/1BA	1.06%	1.06%	1.08%	1
A502	5	617	1BR/1BA	0.70%	0.70%	0.73%	1
A503	5	416	ST	0.51%	0.51%	0.51%	1
A504	5	1117	2BR/2BA	1.07%	1.07%	1.08%	1
A505	5	779	1BR/1BA	0.70%	0.70%	0.73%	1
A506	5	714	1BR/1BA	0.70%	0.70%	0.73%	1
A507	5	457	ST	0.51%	0.51%	0.51%	1

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
A508	5	975	2BR/2BA	1.07%	1.07%	1.08%	1
A509	5	980	2BR/2BA	1.07%	1.07%	1.08%	1
A510	5	492	ST	0.51%	0.51%	0.51%	1
A511	5	607	1BR/1BA	0.70%	0.70%	0.73%	1
A512	5	1110	2BR/2BA	1.07%	1.07%	1.08%	1
A601	6	906	1BR/1BA	0.70%	0.70%	0.73%	1
A602	6	617	1BR/1BA	0.70%	0.70%	0.73%	1
A603	6	416	ST	0.51%	0.51%	0.51%	1
A604	6	1117	2BR/2BA	1.07%	1.07%	1.08%	1
A605	6	779	1BR/1BA	0.70%	0.70%	0.73%	1
A606	6	714	1BR/1BA	0.70%	0.70%	0.73%	1
A607	6	457	ST	0.51%	0.51%	0.51%	1
A608	6	975	2BR/2BA	1.07%	1.07%	1.08%	1
A609	6	980	2BR/2BA	1.07%	1.07%	1.08%	1
A610	6	492	ST	0.51%	0.51%	0.51%	1
A611	6	606	1BR/1BA	0.70%	0.70%	0.73%	1
A612	6	1110	2BR/2BA	1.07%	1.07%	1.08%	1
B101	1	637	LIVE/WK	0.69%	0.69%	0.72%	1
B102	1	621	LIVE/WK	0.69%	0.69%	0.72%	1
B103	1	732	LIVE/WK	0.69%	0.69%	0.72%	1
B201	2	535	1BR/1BA	0.70%	0.70%	0.73%	1
B202	2	542	1BR/1BA	0.70%	0.70%	0.73%	1
B203	2	562	1BR/1BA	0.70%	0.70%	0.73%	1
B204	2	1118	2BR/2BA	1.07%	1.07%	1.08%	1
B205	2	511	ST	0.51%	0.51%	0.51%	1
B206	2	734	1BR/1BA	0.70%	0.70%	0.73%	1
B207	2	464	ST	0.51%	0.51%	0.51%	1
B208	2	982	2BR/2BA	1.07%	1.07%	1.08%	1
B209	2	983	2BR/2BA	1.07%	1.07%	1.08%	1
B210	2	423	ST	0.51%	0.51%	0.51%	1
B211	2	784	1BR/1BA	0.70%	0.70%	0.73%	1
B212	2	883	2BR/2BA	1.07%	1.07%	1.08%	1
B301	3	589	1BR/1BA	0.70%	0.70%	0.73%	1
B302	3	542	1BR/1BA	0.70%	0.70%	0.73%	1
B303	3	562	1BR/1BA	0.70%	0.70%	0.73%	1
B304	3	1118	2BR/2BA	1.07%	1.07%	1.08%	1

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
B305	3	632	1BR/1BA	0.70%	0.70%	0.73%	1
B306	3	734	1BR/1BA	0.70%	0.70%	0.73%	1
B307	3	464	ST	0.51%	0.51%	0.51%	1
B308	3	982	2BR/2BA	1.07%	1.07%	1.08%	1
B309	3	1004	2BR/2BA	1.07%	1.07%	1.08%	1
B310	3	456	ST	0.51%	0.51%	0.51%	1
B311	3	784	1BR/1BA	0.70%	0.70%	0.73%	1
B312	3	1089	2BR/2BA	1.07%	1.07%	1.08%	1
B401	4	596	1BR/1BA	0.70%	0.70%	0.73%	1
B402	4	542	1BR/1BA	0.70%	0.70%	0.73%	1
B403	4	562	1BR/1BA	0.70%	0.70%	0.73%	1
B404	4	1092	2BR/2BA	1.07%	1.07%	1.08%	1
B405	4	634	1BR/1BA	0.70%	0.70%	0.73%	1
B406	4	734	1BR/1BA	0.70%	0.70%	0.73%	1
B407	4	464	ST	0.51%	0.51%	0.51%	1
B408	4	982	2BR/2BA	1.07%	1.07%	1.08%	1
B409	4	1004	2BR/2BA	1.07%	1.07%	1.08%	1
B410	4	513	ST	0.51%	0.51%	0.51%	1
B411	4	784	1BR/1BA	0.70%	0.70%	0.73%	1
B412	4	1090	2BR/2BA	1.07%	1.07%	1.08%	1
B501	5	596	1BR/1BA	0.70%	0.70%	0.73%	1
B502	5	542	1BR/1BA	0.70%	0.70%	0.73%	1
B503	5	562	1BR/1BA	0.70%	0.70%	0.73%	1
B504	5	1088	2BR/2BA	1.07%	1.07%	1.08%	1
B505	5	629	1BR/1BA	0.70%	0.70%	0.73%	1
B506	5	734	1BR/1BA	0.70%	0.70%	0.73%	1
B507	5	464	ST	0.51%	0.51%	0.50%	1
B508	5	982	2BR/2BA	1.07%	1.07%	1.07%	1
B509	5	1004	2BR/2BA	1.07%	1.07%	1.07%	1
B510	5	513	ST	0.51%	0.51%	0.50%	1
B511	5	784	1BR/1BA	0.70%	0.70%	0.72%	1
B512	5	1089	2BR/2BA	1.07%	1.07%	1.07%	1
B601	6	539	1BR/1BA	0.70%	0.70%	0.72%	1
B602	6	542	1BR/1BA	0.70%	0.70%	0.72%	1
B603	6	562	1BR/1BA	0.70%	0.70%	0.72%	1
B604	6	1088	2BR/2BA	1.07%	1.07%	1.07%	1

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
B605	6	634	1BR/1BA	0.70%	0.70%	0.72%	1
B606	6	734	1BR/1BA	0.70%	0.70%	0.72%	1
B607	6	464	ST	0.51%	0.51%	0.50%	1
B608	6	982	2BR/2BA	1.07%	1.07%	1.07%	1
B609	6	1004	2BR/2BA	1.07%	1.07%	1.07%	1
B610	6	513	ST	0.51%	0.51%	0.50%	1
B611	6	784	1BR/1BA	0.70%	0.70%	0.72%	1
B612	6	1089	2BR/2BA	1.07%	1.07%	1.07%	1
TOTAL		96,386		100.00%	100.00%	100.00%	128

After Recording Return To:
Joseph McCarthy
Kantor Taylor McCarthy P.C.
1501 4th Avenue, Suite 1610
Seattle, WA 98101-1662



STEWART 5-1166

**AMENDMENT NO 1
TO
CONDOMINIUM DECLARATION
FOR
NAUTICA SOUNDVIEW, A CONDOMINIUM**

Grantor: Nautica Associates, LLC, a Washington limited liability company

Grantee: Nautica Soundview Condominiums
Stewart Title (Trustee)

Abbreviated Legal: Lots 14-21, Block 671, Plat of Everett, V3, P32

Assessor's Account No.: Formerly 004391-671-014-00; 004391-671-017-00; 004391-671-018-00; 004391-671-019-00; 04391-671-020-00

Documents Amended: 200604270218

**AMENDMENT NO 1
TO
CONDOMINIUM DECLARATION
FOR
NAUTICA SOUNDVIEW, A CONDOMINIUM**

The Condominium Declaration for Nautica Soundview, a Condominium was recorded in Snohomish County under recording number 200604270218 ("Declaration"). The Survey Map and Plans were filed with the Recorder of Snohomish County, Washington, simultaneously with the recording of the Declaration under Recording Number 200604275083 ("The Survey Map and Plans").

Pursuant to Section 12.5 of the Declaration, Nautica Associates, LLC ("Declarant") hereby amends the Declaration by deleting Schedule B of the Declaration and replacing it with the Schedule B attached hereto.

Date: June 15th, 2006

NAUTICA ASSOCIATES, LLC
a Washington limited liability company

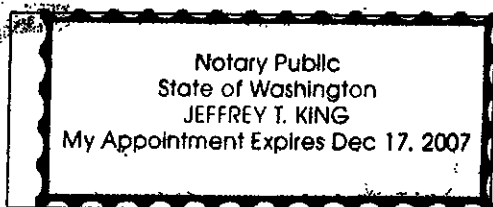
By: _____

Glenn Dahmer, Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that GLENN DAHMER is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGER of the Nautica Associates, LLC to be the free and voluntary act of that entity for the uses and purposes mentioned in the instrument.

Dated: JUNE 15, 2006.



Jeffrey T. King
(Print Name) JEFFREY T. KING
Residing at EVERETT
My appointment expires: 12/17/07

REVISED SCHEDULE B

NAUTICA SOUNDVIEW CONDOMINIUMS

UNIT DATA AND ALLOCATED INTERESTS

- The Unit Number is the Identifying Number of the Unit.
 - The Floor Area is the approximate area of the Unit measured to the exterior of the walls. Therefore, the Floor Area is larger than the interior area of the Unit.
 - The Level refers to the levels in the building on which the Unit is located.
 - "Bed/Baths" shows the number of rooms in the Unit designated primarily as a bedroom followed by the number of bathrooms in the Unit. There are no fireplaces in the Residential Units. There is a fireplace in Unit A101.
 - "COI" shows the "Common Ownership Interest" of each Unit based on the formulae set forth in Article 6. Some of those Allocated Interests have been rounded so that the aggregate of those Allocated Interests equals 100.
 - "CEL" shows the "Common Expense Liability" of each Unit based on the formulae set forth in Article 6. Some of those Allocated Interests have been rounded so that the aggregate of those Allocated Interests equals 100.
 - "Residential CEL" shows the Common Expense Liability for Common Expenses allocated only to the Owners of the Residential Units and not to the Owners of the Commercial Units.
- "VI" shows the "Voting Interest" of each Unit based on the formulae set forth in Article 6. Some of those Allocated Interests have been rounded so that the aggregate of those Allocated Interests equals 100.

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
A101 Commercial	1	836	n/a	0.87%	0.87%	n/a	1
A102 Commercial	1	1027	n/a	1.07%	1.07%	n/a	1
A103	1	581	ST	0.51%	0.51%	0.51%	1
A104	1	704	ST	0.51%	0.51%	0.51%	1
A105	1	903	1BR/1BA	0.70%	0.70%	0.73%	1
A106	1	800	ST	0.51%	0.51%	0.51%	1
A201	2	846	1BR/1BA	0.70%	0.70%	0.73%	1
A202	2	617	1BR/1BA	0.70%	0.70%	0.73%	1
A203	2	416	ST	0.51%	0.51%	0.51%	1
A204	2	1152	2BR/2BA	1.05%	1.05%	1.08%	1
A205	2	779	1BR/1BA	0.70%	0.70%	0.73%	1
A206	2	714	1BR/1BA	0.70%	0.70%	0.73%	1
A207	2	457	ST	0.51%	0.51%	0.51%	1
A208	2	975	2BR/2BA	1.05%	1.05%	1.08%	1
A209	2	980	2BR/2BA	1.05%	1.05%	1.08%	1
A210	2	404	ST	0.51%	0.51%	0.51%	1
A212	2	1110	2BR/2BA	1.05%	1.05%	1.08%	1
A301	3	908	2BR/1BA	1.04%	1.04%	1.08%	1
A302	3	617	1BR/1BA	0.70%	0.70%	0.73%	1
A303	3	416	ST	0.51%	0.51%	0.51%	1
A304	3	1152	2BR/2BA	1.05%	1.05%	1.08%	1
A305	3	779	1BR/1BA	0.70%	0.70%	0.73%	1
A306	3	714	1BR/1BA	0.70%	0.70%	0.73%	1
A307	3	457	ST	0.51%	0.51%	0.51%	1
A308	3	975	2BR/2BA	1.05%	1.05%	1.08%	1
A309	3	980	2BR/2BA	1.05%	1.05%	1.08%	1
A310	3	440	ST	0.51%	0.51%	0.51%	1
A311	3	607	ST	0.51%	0.51%	0.51%	1
A312	3	1110	2BR/2BA	1.05%	1.05%	1.08%	1
A401	4	906	2BR/1BA	1.04%	1.04%	1.08%	1
A402	4	617	1BR/1BA	0.70%	0.70%	0.73%	1
A403	4	416	ST	0.51%	0.51%	0.51%	1
A404	4	1152	2BR/2BA	1.05%	1.05%	1.08%	1

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
A405	4	779	1BR/1BA	0.70%	0.70%	0.73%	1
A406	4	714	1BR/1BA	0.70%	0.70%	0.73%	1
A407	4	457	ST	0.51%	0.51%	0.51%	1
A408	4	975	2BR/2BA	1.05%	1.05%	1.08%	1
A409	4	980	2BR/2BA	1.05%	1.05%	1.08%	1
A410	4	492	ST	0.51%	0.51%	0.51%	1
A411	4	607	ST	0.51%	0.51%	0.51%	1
A412	4	1110	2BR/2BA	1.05%	1.05%	1.08%	1
A501	5	906	2BR/1BA	1.04%	1.04%	1.08%	1
A502	5	617	1BR/1BA	0.70%	0.70%	0.73%	1
A503	5	416	ST	0.51%	0.51%	0.51%	1
A504	5	1117	2BR/2BA	1.05%	1.05%	1.08%	1
A505	5	779	1BR/1BA	0.70%	0.70%	0.73%	1
A506	5	714	1BR/1BA	0.70%	0.70%	0.73%	1
A507	5	457	ST	0.51%	0.51%	0.51%	1
A508	5	975	2BR/2BA	1.05%	1.05%	1.08%	1
A509	5	980	2BR/2BA	1.04%	1.04%	1.08%	1
A510	5	492	ST	0.51%	0.51%	0.51%	1
A511	5	607	1BR/1BA	0.70%	0.70%	0.73%	1
A512	5	1110	2BR/2BA	1.04%	1.04%	1.08%	1
A601	6	906	1BR/1BA	0.70%	0.70%	0.73%	1
A602	6	617	1BR/1BA	0.70%	0.70%	0.73%	1
A603	6	416	ST	0.51%	0.51%	0.51%	1
A604	6	1117	2BR/2BA	1.04%	1.04%	1.08%	1
A605	6	779	1BR/1BA	0.70%	0.70%	0.73%	1
A606	6	714	1BR/1BA	0.70%	0.70%	0.73%	1
A607	6	457	ST	0.51%	0.51%	0.51%	1
A608	6	975	2BR/2BA	1.04%	1.04%	1.08%	1
A609	6	980	2BR/2BA	1.04%	1.04%	1.08%	1
A610	6	492	ST	0.51%	0.51%	0.51%	1
A611	6	606	1BR/1BA	0.70%	0.70%	0.73%	1
A612	6	1110	2BR/2BA	1.04%	1.04%	1.08%	1
B101	1	637	LIVE/WK	0.69%	0.69%	0.72%	1
B102	1	621	LIVE/WK	0.69%	0.69%	0.72%	1
B103	1	732	LIVE/WK	0.69%	0.69%	0.72%	1
B201	2	535	1BR/1BA	0.70%	0.70%	0.73%	1

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
B202	2	542	1BR/1BA	0.70%	0.70%	0.73%	1
B203	2	562	1BR/1BA	0.70%	0.70%	0.73%	1
B204	2	1118	2BR/2BA	1.04%	1.04%	1.08%	1
B205	2	511	ST	0.51%	0.51%	0.51%	1
B206	2	734	1BR/1BA	0.70%	0.70%	0.73%	1
B207	2	464	ST	0.51%	0.51%	0.51%	1
B208	2	982	2BR/2BA	1.04%	1.04%	1.08%	1
B209	2	983	2BR/2BA	1.04%	1.04%	1.08%	1
B210	2	423	ST	0.51%	0.51%	0.51%	1
B211	2	784	1BR/1BA	0.70%	0.70%	0.73%	1
B212	2	883	2BR/2BA	1.04%	1.04%	1.08%	1
B301	3	589	2BR/1BA	1.04%	1.04%	0.73%	1
B302	3	542	1BR/1BA	0.70%	0.70%	0.73%	1
B303	3	562	1BR/1BA	0.70%	0.70%	0.73%	1
B304	3	1118	2BR/2BA	1.04%	1.04%	1.08%	1
B305	3	632	1BR/1BA	0.70%	0.70%	0.73%	1
B306	3	734	1BR/1BA	0.70%	0.70%	0.73%	1
B307	3	464	ST	0.51%	0.51%	0.51%	1
B308	3	982	2BR/2BA	1.04%	1.04%	1.08%	1
B309	3	1004	2BR/2BA	1.04%	1.04%	1.08%	1
B310	3	456	ST	0.51%	0.51%	0.51%	1
B311	3	784	1BR/1BA	0.70%	0.70%	0.73%	1
B312	3	1089	2BR/2BA	1.04%	1.04%	1.08%	1
B401	4	596	2BR/1BA	1.04%	1.04%	0.73%	1
B402	4	542	1BR/1BA	0.70%	0.70%	0.73%	1
B403	4	562	1BR/1BA	0.70%	0.70%	0.73%	1
B404	4	1092	2BR/2BA	1.04%	1.04%	1.08%	1
B405	4	634	1BR/1BA	0.70%	0.70%	0.73%	1
B406	4	734	1BR/1BA	0.70%	0.70%	0.73%	1
B407	4	464	ST	0.51%	0.51%	0.51%	1
B408	4	982	2BR/2BA	1.04%	1.04%	1.08%	1
B409	4	1004	2BR/2BA	1.04%	1.04%	1.08%	1
B410	4	513	ST	0.51%	0.51%	0.51%	1
B411	4	784	1BR/1BA	0.70%	0.70%	0.73%	1
B412	4	1090	2BR/2BA	1.04%	1.04%	1.08%	1
B501	5	596	2BR/1BA	1.04%	1.04%	0.73%	1

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
B502	5	542	1BR/1BA	0.70%	0.70%	0.73%	1
B503	5	562	1BR/1BA	0.70%	0.70%	0.73%	1
B504	5	1088	2BR/2BA	1.04%	1.04%	1.08%	1
B505	5	629	1BR/1BA	0.70%	0.70%	0.73%	1
B506	5	734	1BR/1BA	0.70%	0.70%	0.73%	1
B507	5	464	ST	0.51%	0.51%	0.50%	1
B508	5	982	2BR/2BA	1.04%	1.04%	1.07%	1
B509	5	1004	2BR/2BA	1.04%	1.04%	1.07%	1
B510	5	513	ST	0.51%	0.51%	0.50%	1
B511	5	784	1BR/1BA	0.70%	0.70%	0.72%	1
B512	5	1089	2BR/2BA	1.04%	1.04%	1.07%	1
B601	6	539	1BR/1BA	0.70%	0.70%	0.72%	1
B602	6	542	1BR/1BA	0.70%	0.70%	0.72%	1
B603	6	562	1BR/1BA	0.70%	0.70%	0.72%	1
B604	6	1088	2BR/2BA	1.04%	1.04%	1.07%	1
B605	6	634	1BR/1BA	0.70%	0.70%	0.72%	1
B606	6	734	1BR/1BA	0.70%	0.70%	0.72%	1
B607	6	464	ST	0.51%	0.51%	0.50%	1
B608	6	982	2BR/2BA	1.04%	1.04%	1.07%	1
B609	6	1004	2BR/2BA	1.04%	1.04%	1.07%	1
B610	6	513	ST	0.51%	0.51%	0.50%	1
B611	6	784	1BR/1BA	0.70%	0.70%	0.72%	1
B612	6	1089	2BR/2BA	1.04%	1.04%	1.07%	1
TOTAL		96,386		100.00%	100.00%	100.00%	

AFTER RECORDING RETURN TO:

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200604270218 65 PGS
04-27-2006 09:58am \$96.00
SNOHOMISH COUNTY, WASHINGTON

JOSEPH P. MCCARTHY
KANTOR TAYLOR MCCARTHY P.C.
1501 FOURTH AVENUE, SUITE 1610
SEATTLE, WASHINGTON 98101-1662

CONDOMINIUM DECLARATION
FOR
NAUTICA SOUNDVIEW CONDOMINIUMS

Grantor: Nautica Associates, LLC, a Washington limited liability company
Grantee: Nautica Soundview Condominiums
Stewart Title (Trustee)
Abbreviated Legal Description: Lots 14-21, Block 671, Plat of Everett, V3, P32
Assessor's Parcel No.: 004391-671-014-00; 004391-671-017-00; 004391-671-018-00;
004391-671-019-00; 04391-671-020-00

NOTICE TO RECORDER'S OFFICE

AT THE TIME OF RECORDING PLEASE INSERT IN ARTICLE 2 THE CROSS REFERENCE
DATA FOR THE SURVEY MAP AND PLANS, AS REQUIRED BY RCW CHAPTER 64.34.

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SCHEDULES:

- A Description of Land
- B Unit Data and Allocated Interests
- C Parking and Storage Assignments

CONDOMINIUM DECLARATION NAUTICA SOUNDVIEW CONDOMINIUMS

ARTICLE 1 DEFINITIONS

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply. The singular form of words includes the plural and the plural includes the singular. Masculine, feminine and neutral pronouns are used interchangeably.

"Allocated Interests" means the Common Ownership Interest, the Common Expense Liability and the Voting Interest allocated to each of the Units in the Condominium. The formulas used to determine the Allocated Interests are set forth in Article 6. The actual Allocated Interests are set forth in **Schedule B**.

"Articles" means Articles of Incorporation for the Association.

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

"Association" means the owners' association identified in Article 13.

"Authorized Users" means the agents, servants, tenants, family members, invitees, and licensees of an Owner who are accorded rights, directly or indirectly by that Owner to use or access all or a portion of that Owner's Unit and its appurtenant interest in the Common Elements.

"Board" means the board of directors of the Association, as described in Article 15, the Articles and the Bylaws.

"Books and Records of the Association" means all documents in the possession or control of the Association, including, without limitation, the following:

(a) Declaration, Survey Map and Plans, Articles, Bylaws and other rules and regulations governing the Condominium or any part thereof, and all amendments thereto;

(b) Minute books, including all minutes, of all Owner, Board, Officer, committee or other meetings relating to the Condominium or any part thereof, including all reports, documents, communications or written instruments attached thereto or referenced therein;

(c) All financial records, including without limitation, canceled checks, bank statements and financial statements of the Association and source documents from the time of incorporation of the Association through the current date;

(d) All reports, documents, communications or written instruments pertaining to the personal property of the Association or Condominium or any part thereof or the construction, remodeling, maintenance, repair, replacement or condition of the Condominium or any part thereof;

(e) All insurance policies or copies thereof for the Association or Condominium or any part thereof;

(f) Copies of any certificates of occupancy that may have been issued for the Condominium or any part thereof;

(g) Any other permits or notices by governmental bodies applicable to the Condominium or any part thereof in force or issued;

(h) All written warranties that are still in effect for the Condominium or any part thereof, or any other areas or facilities that the Association has the responsibility for maintaining, from the Declarant, contractor, subcontractors, suppliers, and manufacturers, together with all owners' manuals or instructions furnished with respect to installed equipment or building systems;

(i) A roster of Owners, officers and Directors and Eligible Mortgagees and their addresses and telephone numbers, if known;

(j) Any leases of the Common Elements or areas and other leases to which the Association is a party; any employment, service, consultation, professional or other contracts in which the Association, Board or officer is one of the contracting parties, or in which the Association or the Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge, or which in any way relate to the Condominium or any part thereof;

(k) All reports, documents, communications or written instruments pertaining to any litigation or other legal or mediation/arbitration proceeding (whether pending, threatened, or under consideration) to which the Association (or Board, officer or Owner) is or may be a party, or which may relate to or affect the Condominium or any part thereof; and

(l) All other reports, documents, communications or written instruments in any way relating to or affecting the Association, Board, officers, Owners or the Condominium or any part thereof.

"Building Enclosure" means the building enclosure as defined in RCW 64 Chapter 55.

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

"Commercial Units" means Units A101 and A102 and any Units created in the future through subdivision of those Units.

"Common Elements" means all portions of the Condominium other than Units. The term include the Limited Common Elements.

"Common Expenses" means expenditures made by or financial liabilities of the Association, including expenses related to the maintenance, repair and replacement of the Common Elements, allocations to reserves, and expenses related to any utility services provided by or billed through the Association to the Unit Owners. Some Common Expenses are allocated to the Units according to the Common Expense Liability of the Unit. Other Common Expenses are Specially Allocated Expenses.

"Common Expense Liability" means the liability for Common Expenses (other than Specially Allocated Expenses) allocated to each Unit, as described in Article 6.

"Common Ownership Interest" means the undivided ownership interest in the Common Elements allocated to each Unit, as described in Article 6.

"Condominium" means the condominium created under this Declaration and the Survey Map and Plans.

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

"Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract and, with respect to a Unit in a leasehold condominium, a transfer by lease or assignment thereof. Conveyance does not mean a transfer solely as security for a debt or other obligation.

"Declarant" means Nautica Associates, LLC, and its successors, and assigns.

"Declarant Control" means the right of the Declarant or persons designated by the Declarant to appoint and remove officers of the Association and members of the Board, or to veto or approve a proposed action of the Board or Association, pursuant to Article 14.

"Declaration" means this Condominium Declaration as it may from time to time be amended.

"Development Right" means any right expressly reserved by Declarant in Article 12 to:

- (a) subdivide Units or convert Units into Common Elements;
- (b) reallocate Limited Common Elements (including parking spaces) with respect to Units that have not been conveyed by the Declarant.
- (c) allocate Limited Common Element parking spaces;
- (d) attend Association meetings.

"Eligible Mortgagee" means a Mortgagee who has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees. The request must state the name and address of the Eligible Mortgagee and the Identifying Number or address of the Unit on which it holds (or insures or guarantees) a Mortgage.

"FHLMC" means the Federal Home Loan Mortgage Corporation.

"Floor Area" means the approximate square footage of each Unit, as set forth in Schedule B for the purpose of determining Allocated Interests. The Floor Area may not match the interior area of a Unit when measured by the Owner, Association or others. Floor Area may or may not match the area shown in the architectural plans or marketing material. For purposes of this Declaration, Floor Area is not subject to re-measurement and the Floor Areas set forth in Schedule B are final and conclusive.

"Fannie Mae" means Fannie Mae, a federally chartered corporation.

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

"Governing Documents" means this Declaration, the Articles, the Bylaws, and any rules or regulations adopted by the Board, as they may be amended from time to time.

"HUD" means the United States Department of Housing and Urban Development.

"Identifying Number" means the number of each Unit shown on the Survey Map and Plans and in Schedule B.

"Limited Common Element" means a portion of the Common Elements allocated in this Declaration, or by operation of law, for the exclusive use of one or more but fewer than all of the Units.

"Live/Work Units" means Units B101, B102 and B103.

"Managing Agent" means the person designated by the Board under Section 15.3.

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

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

"Notice and Opportunity To Be Heard" means the procedure described in Section 15.5.

"Owner" or "Unit Owner" means the Declarant or other person who owns a Unit, but does not include any Person who (i) has an interest in a Unit solely as security for an obligation, monetary or regulatory, (ii) is the beneficiary of rights under easements and/or covenants granted by an Owner, or (iii) is an Authorized User.

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

"Qualified Warranty" means a 'qualified warranty' as defined in Section 105 of 64 RCW Chapter 35, as it may be amended from time to time.

"Residential Limited Common Element" means those portions of the Common Elements allocated to the Residential Units as a group and shown on the Survey Map and Plans.

"Residential Units" means all Units other than the Commercial Units.

"Rules and Regulations" means house rules or regulations governing use of the Condominium that may be adopted by the Board.

"Special Declarant Rights" means rights reserved for the benefit of the Declarant as specified in Article 12.

"Specially Allocated Expenses" means those Common Expenses described in Section 16.6 of this Declaration.

"Survey Map and Plans" means the survey map and plans for the Condominium. Article 2 refers to the recording number of the Survey Map and Plans, which were recorded simultaneously with this Declaration. The Survey Map and Plans includes any recorded amendments, corrections, and addenda thereto.

"Transition Date" means the date upon which the period of Declarant Control terminates as determined in Article 14.

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

"VA" means the Veterans Administration.

"Voting Interest" means the proportionate number of votes in the Association allocated to each Unit, as described in Article 6.

Section 1.2 Statutory Definitions. Some of the terms defined above are also defined in the Condominium Act. The definitions in the Declaration are not intended to limit or contradict the definitions in the Condominium Act. If there is any inconsistency or conflict, the definition in the Condominium Act will prevail.

ARTICLE 2 CONSTRUCTION AND VALIDITY OF DECLARATION

Section 2.1 Construction. The Declaration and the Condominium Act provide the framework by which the Condominium is created and operated. In the event a provision of the Declaration is inconsistent with a provision of the Condominium Act, the Condominium Act shall prevail. In the event of a conflict between a provision of this Declaration and the Bylaws, the Declaration shall prevail except to the extent the Declaration is inconsistent with the Condominium Act. The creation of the Condominium shall not be impaired and title to a Unit and its Common Ownership Interest shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of this Declaration or the Survey Map and Plans or any amendment thereto to comply with the Condominium Act.

Section 2.2 Reference to Survey Map and Plans. The Survey Map and Plans were filed with the Recorder of Snohomish County, Washington, simultaneously with the recording of this Declaration under File No. _____, in Volume _____ of Condominiums, Pages ____ through _____. This Declaration shall be effective as of the first date that it and the Survey Map and Plans are recorded.

Section 2.3 Severability. The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remaining provision or provisions comply with the Condominium Act.

Section 2.4 Purpose. Declarant has recorded this Declaration for the purpose of creating a condominium of the real property described in **Schedule A** under the Condominium Act.

Section 2.5 Covenant Running With Land. This Declaration shall operate as covenants running with the land, or equitable servitudes, and shall bind Declarant, its successors and assigns, and all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

Section 2.6 Percentage of Owners or Mortgagees. For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee holds Mortgages on more than one Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

Section 2.7 Inflationary Increase in Dollar Limits. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association shall be increased proportionately by the increase in the consumer price index for the City of Seattle, Washington for All Urban Consumers ("Index"), prepared by the United States Department of Labor over the base Index for January 1 of the calendar year following the year in which the Declaration was recorded, to adjust for any deflation in the value of the dollar. In the event the Index is discontinued, the Board shall select a comparable index for this purpose.

ARTICLE 3 NAME OF CONDOMINIUM

The name of the Condominium created by this Declaration and the Survey Map and Plans is "Nautica Soundview Condominiums."

ARTICLE 4 DESCRIPTION OF LAND AND BUILDINGS

Section 4.1 Description of Property. The real property included in the Condominium is described in Schedule A.

Section 4.2 Description of Buildings. There are two buildings in the Condominium. They are constructed over a two-story parking garage. The location of the buildings is shown on the Survey Map and Plans.

ARTICLE 5 DESCRIPTION OF UNITS

Section 5.1 Number and Identification of Units. The Condominium contains 128 Units. The location and configuration of each Unit created by this Declaration are shown on the Survey Map and Plans. **Schedule B** of this Declaration contains the following information as to each Unit created by this Declaration:

5.1.1 Unit Designation. The Identifying Number of each Unit created by the Declaration.

5.1.2 Unit Data. With respect to each Unit created by this Declaration, its approximate area and the levels at which the Unit is located, the number of rooms designated primarily as bedrooms, and the number of bathrooms and fireplaces within each Unit.

5.1.3 Allocated Interests. With respect to each Unit, its allocation of Common Ownership Interest, Common Expense Liability and Voting Interest, as described in Article 6.

Section 5.2 Unit Boundaries. The boundaries of each Unit are the walls, floors and ceilings of the Unit. All lath, furring, plaster, wallboard, plasterboard, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are part of the Unit. All other portions of the walls, floors or ceilings are part of the Common Elements.

Subject to the provisions of Article 7, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. If there is a discrepancy between the location of the physical boundaries of a Unit and the location of the boundaries or dimensions of a Unit shown in the Survey Map and Plans, the physical boundaries shall control over the Survey Map and Plan.

ARTICLE 6 ALLOCATED INTERESTS

Section 6.1 Allocated Interests. This Declaration allocates certain interests in the Condominium to each Unit. Those interests are: a Common Ownership Interest, a Common Expense Liability and a Voting Interest. The formulae used for allocating these interests are set forth in this Article 6. The allocation of these interests to each Unit can only be changed as provided in this Declaration. The Allocated Interests and the title to a Unit may not be separated or separately conveyed, whether voluntarily or involuntarily, except in conformity with this Declaration. The Allocated Interests shall be deemed to be conveyed with the Unit to which they are allocated even though the description in the instrument of conveyance may refer only to the title to the Unit.

Section 6.2 Common Ownership Interest. The Common Ownership Interest of each Unit is set forth in **Schedule B**. The formula for allocating the Common Ownership Interests for the Residential Units is a fraction based on the relative Floor Areas of the average size for each of the Residential Unit types, multiplied by 100%. The formula uses the average (arithmetic mean) size for the studio units, average size for one-bedroom units, average size for two-bedroom units and average size for the Live/Work units. The formula for allocating the Common Ownership Interests for the Commercial Units is a based on the relative Floor Areas of the Commercial Units, multiplied by 75%.

Section 6.3 Common Expense Liability. The Common Expense Liability of each Unit is set forth in **Schedule B**. Except for Specially Allocated Expenses, the formula for allocating the Common Expense Liability of each Unit is same as for the Common Ownership Interest. Specially Allocated Expenses are allocated according to Section 16.6.

Section 6.4 Voting Interest. The Voting Interest of each Unit is set forth in **Schedule B**. The formula for allocating the Units' votes in the Association is one equal vote per Unit.

ARTICLE 7 COMMON ELEMENTS

Section 7.1 Description. The Common Elements are all portions of the Condominium other than the Units, including all portions of the walls, floors, or ceilings which are not a part of or within the Unit boundaries provided in Section 5.2. The Common Elements also include any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that lies partially within and partially outside the designated boundaries of a Unit if it serves more than one Unit or any portion of a Common Element.

Section 7.2 Use. Each Owner and its Authorized Users shall have the right to use the Common Elements, but not the Limited Common Elements, in common with all other Owners. Unit Owners may not alter any Common Element or construct or remove anything in or from any Common Element except upon the prior written consent of the Board. The right to use the Common Elements, including the Limited Common Elements, shall be governed by the provisions of the Condominium Act and the Governing Documents.

Section 7.3 Conveyance or Encumbrance of Common Elements. The portions of the Common Elements that are not necessary for the habitability of a Unit may be conveyed or subjected to security interest by the Association if the Owners of Units to which at least eighty percent of the Voting Interests in the Association are allocated, including 80% of the votes allocated to Units not owned by Declarant or an affiliate of Declarant, agree to that action. All Owners of Units to which any Limited Common Element is allocated must, however, agree in order to convey that Limited Common Element or subject it to a security interest. The proceeds of the sale or financing are an asset of the Association. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

ARTICLE 8 LIMITED COMMON ELEMENTS

Section 8.1 Description. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit. Any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that lies partially within and partially outside the designated boundaries of a Unit, if it serves only that Unit, is a Limited Common Element allocated exclusively to that Unit. The Limited Common Elements also include certain parking spaces and storage areas, as provided in this Article 8. Certain Limited Common Elements shown on the Survey Map and Plans, such as the fitness center, courtyards, roof deck, stairways, elevators and hallways, are Limited Common Elements for the use of the Residential Units.

Section 8.2 Reallocation or Incorporation of Common Elements. Except in regard to the Development Rights of Declarant, no Common Element may be reallocated as a Limited Common Element, and no Common Element or Limited Common Element may be incorporated into an existing Unit without the approval of Owners of Units to which 67% of the Voting Interest in the Association, including the Owner of the Unit to which the Limited Common Element will be allocated or incorporated. Such reallocation or incorporation shall be reflected in an amendment to the Declaration and the Survey Map and Plans.

Section 8.3 Reallocation Between Units. Except in regard to the Development Rights of Declarant, a Limited Common Element may be reallocated between Units only with the approval of the Board and by an amendment to the Declaration executed by the Owners of the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this section within 30 days, or within such other period provided by the Declaration, unless the reallocation does not comply with the Condominium Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment shall be recorded in the names of the parties and of the Condominium.

Section 8.4 Use. Each Owner of a Unit to which a Limited Common Element is allocated shall have the exclusive right to use the Limited Common Element in common with the other Owners, if any, to which that Limited Common Element is allocated. The right to use the Limited Common Element extends to the Owner's Authorized Users, but is governed by the provisions of the Condominium Act and the Governing Documents.

Section 8.5 Parking Spaces and Storage Areas. Schedule C states the current number of parking spaces in the Condominium, all of which are identified by number in the Survey Map and

Plans. Except for any parking spaces or storage areas located within a Unit, the Declarant will allocate the parking spaces and storage areas as described in Section 12.4.6 below.

Section 8.6 Rental of Parking Spaces and Storage Areas. A Unit Owner may rent or lease a parking space or storage area allocated as a Limited Common Element to that Unit to an Owner or Authorized User of another Unit in the Condominium, only if (i) the rental or lease will automatically be void, without notice, if it results in a violation of the minimum parking requirements for the Condominium under zoning regulations; (ii) the rental or lease is subject to termination upon 15 days written notice and will automatically terminate, without notice, upon the transfer of the Owner's interest in the Unit to which it is a Limited Common Element; and (iii) the Owner renting or leasing the parking space or storage area notifies the Board in writing, in advance, of the existence of the rental or lease. Rental of parking spaces or storage areas is not otherwise allowed. No person who rents a parking space or storage area may sublease or assign that rental to another person.

ARTICLE 9 EASEMENTS

Section 9.1 In General. In addition to any rights under the Condominium Act, each Unit has an easement in and through the Common Elements (but not the Limited Common Elements) for unrestricted ingress and egress to such Unit. Each Unit has an easement in and through each other Unit and the Common Elements for all support elements; for utility, wiring, heat, and service elements; and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium.

Section 9.2 Encroachments. To the extent not provided by the definition of "Unit" or the description of the Unit boundaries in the Declaration or in the Condominium Act, each Unit and all Common Elements have an easement over all adjoining Units and Common Elements for the purpose of accommodating any present or future encroachment caused by the construction, reconstruction or repair of the improvements, or the settlement, shifting, or movement of the improvements or land, or any similar cause so long as the physical boundaries of the units remain in substantial accord with the location of the boundaries shown in the Survey Map and Plans. Such easements shall exist so long as the encroachments shall exist or the Unit Owner has the right to cause them to be replaced, provided, however, that no valid easement shall exist if the encroachment was caused willfully by the Owner. Any encroachments described in this section shall not be construed to be encumbrances affecting the marketability of title to any Unit, nor shall they alter the rights and obligations of the Owners.

Section 9.3 Utility Easements. The Declarant grants to each company or municipality providing utility services to the Condominium or to the Owners an easement for the installation, construction, maintenance, repair and reconstruction of all utilities serving the Condominium or the Owners, including, without limitation, such, utility services as water, sanitary sewer, storm sewer, electricity, cable television, internet access and telecommunications.

Section 9.4 Easement Specifically Reserved by the Declarant. The Declarant reserves an access easement over, across, and through the Common Elements of the Condominium for the purpose of completing any unfinished Units or other improvements, exhibiting and preparing Units for sale, making repairs required pursuant to any contract of sale, discharging the Declarant's obligations, or exercising Development Rights or Special Declarant Rights. This Section 9.4 may not be altered or amended without the written consent of the Declarant.

Section 9.5 Duration. The easements granted in Sections 9.1 through 9.3 are perpetual and run with the land. All such easements shall, however, terminate upon the termination of this

Condominium pursuant to Article 25 of this Declaration. The easements reserved in Section 9.4 are easements in gross to the Declarant and its successors and assigns, whether acting as Declarant, the Association or an Owner of unsold Units in the Condominium. They shall terminate 5 years after the later of (i) the date of the last conveyance of a Unit by the Declarant to a Person other than the Declarant; or (ii) the later of the date the last Common Element was completed or the date the last Common Element was added to the Condominium.

ARTICLE 10 USE RESTRICTIONS; MAINTENANCE OF UNITS; CONVEYANCES

Section 10.1 Permitted Uses; Timesharing Prohibited.

10.1.1 Commercial Units. The Commercial Units of the Condominium may be used for any lawful use under applicable zoning code, provided, however, that they may not be used for any of the following:

- (a) Any gas station use, tire, auto and battery use,
- (b) Any auto lubrication use or any new or used automobile sales or leasing use,
- (c) Any laundromat use,
- (d) Any industrial purpose,
- (e) Any processing or rendering plant,
- (f) Any warehouse or any assembling, manufacturing, factory, distilling, refining, smelting, agricultural or mining operation or facility,
- (g) Any "surplus", or "flea market" or "second-hand store",
- (h) Any dumping, disposing, incinerating or reducing of garbage (exclusive of reasonably located garbage compactors or dumpsters for the benefit of Unit Owners),
- (i) Any fire sale, bankruptcy sale (unless pursuant to court order) or auction house operation,
- (j) Any central or commercial laundry or dry cleaning plant, coin-operated laundry or laundromat, provided, however, this prohibition shall not be applicable to on-site service-oriented dry cleaners and launderers with pickup and delivery by the ultimate consumer, including nominal supporting facilities, as the same maybe found in retail shopping districts in the city of Puyallup,
- (k) Any automobile, truck, trailer, mobile home, or recreational vehicle sales, leasing, display, repair, lube or car wash,
- (l) Any mortuary, funeral parlor or home or similar service establishment,

(m) Any bowling alley, amusement or game room, amusement park, carnival, game parlor, skating rink, billiard room, hall or parlor, pool hall, gun range, off-track betting establishment, massage parlor, adult book store, peep show store, head shop store or any other similar store or club (which are defined as stores or clubs with any inventory, including nude photos, sexual devices, magazines, videos, tapes or objects depicting genitalia and other similar items, or in which any individual, whether male or female, shall be employed in any capacity in such store or club which includes the displaying of any genitalia, whether topless or bottomless or otherwise), any business devoted to the sale of articles or merchandise normally used or associated with illegal or unlawful activities, including, without limitation, the sale of paraphernalia used in connection with marijuana, cocaine, or other controlled drugs or substances, ballroom, night club, dance hall, discotheque, theater, auditorium or meeting hall, school (including, without limitation, trade school or class sessions of any nature whatsoever), beauty school, barber college, place of instruction, reading room or any operation catering primarily to students or trainees rather than to customers, library, church, or home of worship,

(n) The use, storage, transportation, handling, manufacture or emission of any noxious, toxic, caustic or corrosive fuel or gas or other hazardous materials or substance except uses consistent with the permitted uses under then existing zoning, where used, stored and disposed of in accordance with applicable law, and manufacturers recommendations,

(o) The emission of microwave, radio wave, or other similar electronic, light or noise radiation at levels which are dangerous to health or which interfere with the power operation of electronic, telephone, computer, or other business equipment; or

(p) A substance abuse or rehabilitation clinic or center.

10.1.2 Residential Units. The Residential Units (not including the Live/Work Units which are subject to the use restrictions set forth in Section 10.1.3) are intended for and restricted to use as single-family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use, including use as a home office not involving use by nonresident employees or visits by customers, clients or the public.

10.1.3 Live/Work Units. The Live-Work Units are intended for and restricted to use as live-work space. The commercial use prohibitions set forth in Section 10.1.1 shall apply to the Live/Work Units. Furthermore, those Units are restricted to (a) use as single-family residences on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use and (b) administrative and office uses.

10.1.4 Conversion. No Residential Unit may be converted to a Commercial Unit, and no Commercial Unit may be converted to a Residential Unit without the unanimous vote or consent of all Owners.

10.1.5 Timesharing. Timesharing of Units, as defined in RCW 64.36, is prohibited.

10.1.6 Fitness Center. The Fitness Center (as shown on the Survey Map and Plans) is a Residential Limited Common Element and is required to be maintained as a fitness center for the Residential Unit Owners by the City of Everett. The Fitness Center shall be maintained for the recreational use of the Residential Owners and their Authorized Users and, except as permitted

by the City of Everett, shall not be converted to any other use.

Section 10.2 Use of Parking Spaces and Storage Areas. Parking within the Condominium is prohibited except in designated parking spaces. The parking spaces may only be used for the parking of operable passenger cars and motorcycles by Owners or Authorized Users of the Condominium, except to the extent expressly allowed by rules and regulations adopted by the Board. No inoperative vehicle may remain in any parking space or other Common Element for more than 72 hours. The Board may adopt rules prohibiting or regulating the use of parking spaces, including the parking of recreational vehicles, campers, boats and the like. The Board may direct that any vehicle or other thing improperly parked or kept in a parking space or elsewhere in the Condominium be removed, and if it is not removed the Board may cause it to be removed at the risk and cost of the owner thereof. The storage areas may only be used to store ordinary household items of the Owner or occupants of the Unit.

Section 10.3 Leases. Any lease of a Unit shall have a minimum term of six months. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Governing Documents and that any failure by the tenant to comply with the terms of the Governing Documents shall be a default under the lease or rental agreement. If any lease under this section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. All leases and rental agreements shall be in writing. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences. The Board may adopt a rule that requires any Owner desiring to rent a Unit to have any prospective tenant (other than a relative of the Owner) screened, at the Owner's cost, by a tenant screening service designated or approved by the Board and to furnish the report of the tenant screening service to the Board or its designee prior to Owner's entering into a lease with the prospective tenant. If the Board determines that any tenant has violated or permitted his guests or invitees to violate any provision of the Governing Documents that are applicable to the Tenant, it may give notice to the tenant and the Owner to cease such violation. If the violation is thereafter repeated, the Board may direct the Owner to evict the tenant. If the Owner does not evict the tenant, the Board may, after Notice and Opportunity to be Heard, evict the tenant on behalf of and at the expense of the Owner. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed under Article 18. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise rent his Unit. These restrictions and obligations apply to both lessees of the Residential and Commercial Units.

Section 10.4 Effect on Insurance. Nothing shall be done or kept in any Unit or in any Common Element that will increase the rate of insurance on the property without the prior written consent of the Board. Nothing shall be done or kept in any Unit or in any Common Element that will result in the cancellation of insurance on any part of the property, or that would be in violation of any laws.

Section 10.5 Signs.

10.5.1 In General. No sign of any kind shall be displayed to the public view on or from any Unit or Common Element without the prior approval of the Association. The Association has the power and authority to approve or disapprove any sign. The Association shall have the authority and power to govern all aspects of signs, including design criteria, aesthetic matters, impact on residents, size, location, placement and removal. Any decision regarding commercial

signage must balance the business needs of the nonresidential units with the other interests of the Association. The Association may erect on the Common Elements a master directory listing Units that are for sale or lease and may regulate the size, appearance and location of signs advertising Units for sale or lease. This section shall not apply to the Declarant who may post such signs on the property as it deems necessary or appropriate for the sale of Units in the Condominium as long as the Declarant has a Unit for sale.

10.5.2 Commercial Unit and Live/Work Unit Signage. Subject to the general restrictions set forth in Section 10.5.1, commercial signage may be displayed to the public view on or from the Commercial Units and Live/Work Units, for the use of those Units, provided said signage complies with applicable governmental statutes, code, regulations, rules and permits, and provided it has been approved by the Association. Once any commercial signage has been approved, the Association may not take any action to further restrict such signage without the approval of the Owners of the Commercial Units and Live/Work Units who have installed signage in reliance on the Association's decision. All penetrations into the Building Enclosure from signage installation or removal shall be sealed to prevent any water leakage and all work shall be done in a safe, neat, professional and workmanlike manner, using generally accepted construction standards. The Owners of the Commercial Units and Live/Work Units shall indemnify, defend and hold harmless the Association, Declarant and other Unit Owners for all liabilities, claims, losses, costs, damages and expenses resulting to the Condominium from installation or removal of signage.

10.5.3 Residential Units. No commercial sign of any kind shall be displayed to the public view on or from any Residential Unit.

Section 10.6 Pets. Domesticated animals, birds or small reptiles (herein referred to as "pets"), may be kept in the Units, subject to rules and regulations adopted by the Board. Pets will not be allowed on the Common Elements unless they are on a leash and are being walked to or from the Unit to a public road. Each owner shall pick up any waste matter left by a pet. The Board may at any time require the removal of any pet which it finds is disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain. The Board may adopt additional rules and regulations governing the keeping of pets, and the size, number, nature, conduct and impact of pets.

Section 10.7 Intrusive Activity. No Owner shall conduct, permit or allow (i) any noise, vibration, odor or other undesirable effect to emanate from a Unit or Common Element, or (ii) any illegal, noxious or offensive activity to be carried on in any Unit or Common Element. No Owner shall conduct, permit or allow any activity or the keeping of any thing in a Unit or a Common Element that may interfere with the other residents' use or enjoyment of their residences, the other Units or Common Elements, threaten the comfort, safety or security of any Owner or its Authorized Users, or be or become an annoyance or nuisance to other Owners or Authorized Users. No use or activity that generates noise, vibration, odors or traffic that would generally be considered unacceptable to households in a residential condominium building shall be allowed.

Section 10.8 Trash and Garbage. Each Owner shall be responsible for removing all trash and garbage from the Owner's Unit. Each Owner shall place all trash and garbage in such location and receptacles as are authorized by the Board. The Board shall determine what trash removal service to provide for the Condominium. Each Owner is responsible for removing from the Condominium all trash and garbage generated by that Owner or its Authorized Users that is not required to be picked up by such service.

Section 10.9 Use of Buildings. No Unit Owner or Authorized User shall use the plumbing facilities for any purpose other than the disposal of ordinary wastewater. No Unit Owner or Authorized User shall install, operate, or maintain in any Unit any electrical equipment which will overload the electrical system of the Condominium, or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by the Board. No Unit Owner or Authorized User shall use or occupy a Unit or a Common Element, or do or permit anything to be done thereon, in any manner which will cause structural injury to the building, or which would violate any present or future, ordinary or extraordinary, laws, regulations, ordinances, or requirements of the federal, state, or local governments, or of any department, subdivision, bureaus, or offices thereof, or of any other governmental public or quasi-public authorities now existing or hereafter created having jurisdiction over the Condominium.

Section 10.10 Noise Control. In addition to the restrictions of Section 10.7, no Owner shall make any modification to or install any appliance or equipment in his Unit or the Common Elements that creates, enhances or allows noise from the Unit to interfere with the other residents' enjoyment of their residence. No Owner may attach sound system speaker to the walls, ceilings, shelves or cabinets of a Unit in a manner that introduces vibrations into the structure of the building. Except for flooring installed by Declarant, an Owner may not install any tile, stone, wood or other hard-surface flooring without the permission of the Board, which approval shall not be unreasonably withheld. The Board may condition approval on compliance with noise transmission standards, the installation of an acoustical subflooring, and/or the use of area rugs or carpeting, to reduce noise transmission between floors.

Section 10.11 Hazardous Substances. The Owner of each Unit shall not permit any Hazardous Substance to be generated, processed, stored, transported, handled, or disposed of on, under, in, or through the Owner's Unit or the Property. Each Owner shall indemnify, defend, and hold harmless the other Owner or Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit or the Property by the Owner, tenants, or invitees of the Unit. As used herein, the term "Hazardous Substance" means any hazardous, toxic, or dangerous substance, waste, or material which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination, or cleanup, including without limitation any substance, waste, or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601 et seq); or under any local or state rule or regulation. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being released into the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, and/or genetic abnormalities.

Section 10.12 Exterior Appearance. In order to preserve a uniform exterior appearance of the building, the Board shall provide for the maintenance of the exterior of the building. No Owner may modify or decorate the exterior of the building, or screens, doors, awnings, or other portions of any Unit visible from outside the Unit without the prior written consent of the Board or in accordance with rules or regulations of the Association. Unless otherwise allowed by rule or regulation by the Board, all blinds, curtains, draperies and drapery linings for all Units shall be white. Owners may not replace the glass or screens in the windows or doors of the Units except with materials of the same color or quality to those originally installed.

Notwithstanding the foregoing, if any portion of a Commercial Unit or Live/Work Unit is vacant, the windows and doors to the vacant portion shall be obscured in a neat and professional manner.

Section 10.13 Installation of Antennae. No Owner may install any antenna, dish or other receiving device in or on the Common Elements, except as provided in this Section 10.13. Each Owner shall have the right to install a Protected Antenna (as defined in 47 C.F.R. § 1.4000 as it may be amended, or any other federal, state or local law or regulation that limits the Association's right to restrict or condition the installation or repair of telecommunications equipment desired by an Owner) in any adjacent Limited Common Element that is allocated to such Unit, subject to the conditions and limitations set forth in this section. Notwithstanding the preceding, the Association may prohibit the installation of such Protected Antennae by Owners if the Association provides a central antenna system that complies with such laws or regulations. If the provisions of this section conflict with any such law or regulation, the terms of such law or regulation shall prevail, but the conditions and limitations set forth in this section shall be enforced to the maximum extent permitted by law.

10.13.1 The proposing Owner shall be deemed to warrant to the Association that any Protected Antenna serving the proposing Owner's Unit will be installed and maintained at the proposing Owner's sole cost and expense in a diligent and workmanlike manner and in accordance with all applicable federal, state and local laws, ordinances.

10.13.2 The proposing Owner shall engage a qualified, licensed and bonded contractor to install any Protected Antenna, or see that it is installed by such a contractor. The contract for the performance of any such work shall provide that the contractor shall have no lien rights with respect to any property other than the Unit of the Owner which engaged such contractor. The proposing Owner shall deliver a copy of such contract to the Association.

10.13.3 Prior to installing any Protected Antenna, the proposing Owner shall deliver reasonable evidence to the Board that any applicable warranty will not be voided as a result of the installation or presence of the Protected Antenna.

10.13.4 The Owner shall deliver to the Board a copy of any plans and specifications showing the installation of the Protected Antenna. Such plans and the installation shall conform with good engineering and construction practices. The Board may cause the work of installing any Protected Antenna to be inspected by a member of the Board or its consulting engineer or architect at such stages as the Board deems prudent; provided that such inspections do not materially delay the installation.

10.13.5 The Owner benefited by any Protected Antenna shall indemnify, defend, and hold the Association and each other Owner harmless from any liability, cost or expense arising out of or in connection with such Protected Antenna, including the cost of repairing any damage to the proposed building caused by the installation, presence, use, maintenance, repair or replacement of any Protected Antenna; provided only that the benefited Owner shall be entitled to the benefit of any available insurance defense and/or proceeds arising out of or in connection with the Protected Antenna. The Protected Antenna shall be deemed to be a part of the Unit served by such Protected Antenna and shall not be deemed a Common Element or Limited Common Element.

10.13.6 The foregoing procedures shall apply with equal force to any maintenance, repair, or replacement of the Protected Antenna.

10.13.7 Each Owner shall cause any Protected Antenna benefiting its Unit not to interfere with any Protected Antenna or other telecommunications equipment previously installed by another Owner or the Association.

10.13.8 The Owner shall install the Protected Antenna entirely within its Unit or the Limited Common Area allocated to its Unit. The Protected Antenna may not extend into any Common Element or Unit owned by another Owner.

10.13.9 The Board may require the Protected Antenna to be painted so it blends in with its surroundings, provided that the cost of painting is not unreasonably expensive in relationship to the cost of the Protected Antenna and the service it will provide and provided further that the painting does not interfere with reception.

10.13.10 The Board shall have the right (but not the obligation) to waive any or all of the foregoing procedures on the grounds that the particular procedure is unduly burdensome.

Section 10.14 Maintenance of Units and Common Elements.

10.14.1 Unit Maintenance. Each Owner shall, at the Owner's sole expense, maintain, repair and replace the Owner's Unit. Each Owner shall, at the Owner's sole expense, keep the interior of the Unit and its equipment, appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of the Unit. Each Owner shall be responsible for regular cleaning of the Limited Common Element deck or porch allocated to the Owner's Unit. The Association shall, however, be responsible for repair and replacement of the decks or porches. The Commercial Unit Owners shall be responsible for the regular cleaning of the windows and doors of their Units and shall maintain the sidewalk adjacent to their Unit in a neat, clean and attractive condition. The Owners of the Commercial Units shall also resurface any glass and remove any graffiti from the exterior of their Units. Each Owner shall be responsible for the operation, maintenance, repair or replacement of any fireplace, fireplace flue, plumbing fixtures (including pipes, hoses, drains, toilets, showers, tubs, dishwashers, faucets, garbage disposals, and shower heads) water heaters, hot water tanks, fans and heating and air conditioning equipment located within the Unit or (as to water heaters and water tanks) which serve only that Unit. Each Owner shall be responsible for any damage caused to the Unit, another Unit or the Common Elements caused by such faulty or leaking plumbing fixtures, water heaters or hot water tanks.

10.14.2 Common Element Maintenance.

10.14.2.1 The Association is responsible for the maintenance, repair, and replacement of the Common Elements, including the Limited Common Elements. The Board may adopt rules or regulations permitting or requiring Owners to maintain certain Limited Common Elements allocated to the Owners' Units if it concludes that the Owners will regularly, properly and consistently maintain the Limited Common Elements, and that there is little risk of damage to the Condominium or cost to the Association from such transfer of maintenance responsibility.

10.14.2.2 The Board shall maintain the Common Elements (including the siding, sealants, caulking, flashing, windows, roofs, penetrations, and other components of the Building Enclosure) in sound condition and shall not allow them to fail, deteriorate or cease functioning through lack of regular or proper maintenance. Without limiting the foregoing, the Board

shall develop (with the assistance of consultants, if the Board determines such assistance would be helpful) and adhere to schedules and procedures for the periodic inspection, maintenance, repair and replacement of the Common Elements. The schedules and procedures shall be based upon sound property management principles and practices and shall be adequate to maintain the Common Elements in the condition required herein. The Board shall keep contemporaneous records of all, inspections, maintenance and repair work, and all improvements to the Common Elements. Within the same time period for delivering notice of the proposed budget for the upcoming year, the Board shall send each Owner a report summarizing (i) the maintenance and repair work on the Condominium undertaken in the last year, (ii) any deviation from the adopted schedules and procedures, and (iii) the expected maintenance and repairs for the upcoming year. Until December 30, 2010, the Board shall contemporaneously send a copy of each annual report to the Declarant at the address specified Section 26.1 below.

10.14.2.3 At least annually after the Transition Date, the Association shall have the Condominium inspected by a qualified engineer or architect (the "Inspector") in order to ascertain the physical condition of the improvements in the Condominium and to determine whether maintenance, repairs or replacements of any such improvements are indicated. The inspection shall cover, at a minimum, the Building Enclosure including but not limited to the roofs, siding, decks, caulking, windows and doors. Promptly after completion of the inspection, the Inspector shall prepare a written report of the inspection to the Board (the "Annual Inspection Report"). Within the same time period for delivering notice of the proposed budget for the upcoming year, the Board shall send each Owner a copy of the Annual Inspection Report. Until December 30, 2010, the Board shall contemporaneously send a copy of each Annual Inspection Report to the Declarant at the address specified in Section 26.1 below. The Owners may vote to waive this requirement for any particular year by vote or agreement of Unit Owners to which at least 67% of the Voting Interest in the Association is allocated.

10.14.2.4 At least every three years after the Transition Date, the Association shall obtain a reserve study from a qualified consultant in order to determine the required level of funding of the Association's reserve fund for common elements. Within the same time period for delivering notice of the proposed budget for the upcoming year, the Board shall send each Owner a summary of the reserve study. Until December 31, 2010, the Board shall contemporaneously send a copy of each reserve study to the Declarant at the address specified in Section 26.1 below.

Section 10.15 Conveyance by Owners: Notice Required.

10.15.1 Transfer of Unit. The right of an Owner to transfer the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to convey a Unit shall deliver a written notice to the Board at least two weeks before closing specifying (a) the Unit being sold; (b) the name and address of the purchaser, the closing agent, and the title insurance company insuring the purchaser's interest; and (c) the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested. Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy under Article 20 of the name and address of the new owner and request that the new Owner be made a named insured under such policy. At the time of the first conveyance of each Unit, every mortgage, lien or other encumbrance affecting that Unit

and any other Unit or Units or real property, other than the percentage of undivided interest of that Unit in the Common Elements, shall be paid and satisfied of record, or the Unit being conveyed and its undivided interest in the Common Elements shall be released therefrom by partial release duly recorded or the purchaser of that Unit shall receive title insurance from a licensed title insurance company against such mortgage, lien or other encumbrance.

Section 10.16 Mold Prevention. Each Owner must: (i) keep all window, wall or ceiling vents and exhaust fans for the Owner's Unit (including bathroom and kitchen fans and dryer vents) in good working order and must use the exhaust vents and fans to prevent undue moisture in the Unit; (ii) promptly clean and dry all liquid spills or leaks within the Unit; (iii) promptly repair any leaking plumbing fixtures (including pipes, hoses, drains, toilets, showers, tubs, dishwashers, faucets, garbage disposals, and shower heads) water heaters, or hot water tanks; and (iv) promptly notify the Association of any suspected water leak, water infiltration or excessive moisture in the Unit or Common Elements within the building, any water damage, or any evidence of mold or fungus growth in the building. Each Unit Owner must promptly and properly remove any mold from the Unit. Unit Owners must indemnify the Association for any damages suffered or expenses incurred by the Association for maintenance, repair, cleaning or remediation to the Unit or Common Elements in the building caused by the failure of the Owner to properly or promptly comply with this Section 10.16.

Section 10.17 Commercial Operations. The Commercial Units are subject to the City of Everett zoning code and shall comply with all applicable governmental codes, statutes, rules and regulations.

10.17.1 The delivery or shipment of goods, merchandise, and supplies to and from the Commercial Units shall be subject to such Rules and Regulations as in the judgment of the Board are necessary for the safe, sanitary and efficient operation of the Condominium. Any such Rules and Regulations must accommodate the business needs and interests of and the governmental restrictions imposed upon the Owners and Authorized Users of the Commercial Units.

10.17.2 No Unit Owner or Authorized User shall conduct or permit any fire, bankruptcy, auction, or "going out of business" sale, whether real or fictitious, in any Unit, or utilize any unethical method of business operation.

10.17.3 No Unit Owner or Authorized User shall use, or permit to be used, any advertising medium, or loudspeaker, or sound amplifier, or radio or television broadcast, that is disruptive to other Unit Owners or could be considered a nuisance.

10.17.4 No business or service in a Commercial Unit shall be open or available to the public between the hours of 10:00 p.m. and 6:00 a.m.

ARTICLE 11 ENTRY FOR REPAIRS AND MAINTENANCE

The Association, the Managing Agent, and their agents or employees may enter a Unit and the Limited Common Elements allocated thereto to inspect and to effect repairs, improvements, replacements, maintenance or sanitation work deemed by the Board to be necessary in the performance of its duties, to do work that the Owner has failed to perform in violation of this Declaration, to prevent damage to the Common Elements or to another Unit, or to prevent unnecessary Common Expenses. The foregoing includes but is not limited to fireplaces, flues, bathtubs, sinks, toilets, hot water tanks, plumbing and electrical fixtures and other aspects of the buildings. Except in cases of emergency, the Board shall cause the Unit Owner to be given notice as far in advance of entry

as is reasonably practicable. Such entry shall be made with as little inconvenience to the Owners and occupants as practicable. If the Board determines there is a need to repair or replace a portion of a Unit or Limited Common Element, the Association may either require the owner to make the repair or replacement, or may make the repair or replacement itself and allocate the cost to the Owner. The Board may levy a special assessment against the Owner of the Unit for all or a part of such sums, which may be collected and foreclosed by the Association in the same manner as assessments are collected and foreclosed under Article 17. In furtherance of this right, the Board may require Owners and their Authorized Users to furnish the Board or its agent with duplicate keys to the Units.

ARTICLE 12 SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS

Section 12.1 Special Declarant Rights. The Declarant reserves for itself and any successor Declarant the following Special Declarant Rights.

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

12.1.2 Maintain Sales Facilities. Declarant, its agents and employees have the right to maintain in any Units owned by Declarant and in any of the Common Elements, such facilities as Declarant deems necessary or convenient to the construction, sale or rental of Units, including but not limited to business offices, management offices, sales offices, construction offices storage areas, signs, model units and parking areas for all agents, employees, contractors, prospective tenants or purchasers of Declarant. Declarant shall determine the number, location and relocation of such facilities in its sole discretion. If Declarant ceases to be a Unit Owner, the Declarant shall cease to have any rights with regard to such facilities unless they are removed from the Condominium, which Declarant reserves the right to do for a reasonable time after ceasing to be a Unit Owner.

12.1.3 Use of Easements. Declarant, its agents, employees and contractors have the right to use easements through the Common Elements or through real property that may be added to the Condominium for the purpose of making improvements within the Condominium or exercising Special Declarant Rights.

12.1.4 Declarant Control of Association. Declarant has the right to appoint or remove any officer of the Association or any master association or any member of the Board, or to veto or approve a proposed action of the Board or Association, during the period of Declarant Control as provided by Article 14.

12.1.5 Delay of Assessments. Declarant has the right to delay commencement of Assessments for so long as Declarant pays all Expenses of the Condominium, as more specifically provided in Section 16.5.1 of this Declaration.

12.1.6 Declarant Inspections. The Declaration shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Common Elements, including the Limited Common Elements, in order to ascertain the physical condition of the improvements in the Condominium and to determine whether maintenance, repairs or replacements of any such improvements are indicated. The Declarant shall pay all costs of such

inspections and tests and restore the affected portion of the property to its condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom. The Declaration shall have such rights of entry on, over, under, across and through the property as may be reasonably necessary to exercise the rights described in this Section.

Section 12.2 Termination of Special Declarant Rights. The foregoing Special Declarant Rights, except for (i) Declarant Control which is governed by Section 14.1; (ii) maintaining sales facilities, which shall terminate 90 days after the closing of the last Unit sale in the Condominium; and (iii) delay of Assessments which shall terminate with Declarant Control, shall terminate seven years from the date the Declaration is recorded.

Section 12.3 Transfer of Special Development Rights. The rights described in this Article shall not be transferred except by instrument evidencing the transfer executed by the Declarant or the Declarant's successor and the transferee and recorded in the county in which the Condominium is located. The rights and liabilities of the parties involved in the such a transfer and of all persons who succeed to any Special Declarant Right are set out in Section 64.34.316 of the Condominium Act.

Section 12.4 Development Rights. Declarant reserves for itself and any successor Declarant, the following Development Rights as to the real property described in **Schedule A**.

12.4.1 Reserved.

12.4.2 Reserved.

12.4.3 Subdivide, Combine or Convert Units. Declarant has the right to subdivide or combine Units or convert Units into Common Elements. Whenever Declarant exercises a Development Right to subdivide, combine or convert a Unit previously created into additional Units, Common Elements, or both:

12.4.3.1 If Declarant converts the Unit entirely to Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation under Section 14.

12.4.3.2 If Declarant subdivides the Unit into two or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by the Declarant.

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

12.4.3.4 The right to subdivide, combine or convert any Unit terminates upon the conveyance of that Unit to an Owner other than Declarant.

12.4.4 Reserved.

12.4.5 Reallocate Limited Common Elements. Declarant has the right to reallocate Limited Common Elements with respect to any Units that have not been conveyed to an Owner other than Declarant.

12.4.6 Allocate Parking Spaces and Storage Areas.

12.4.6.1 Declarant has the right to create and allocate one or more Limited Common Element parking spaces and storage areas to each Unit in the Condominium. Declarant is not, however, required to allocate a parking space or storage area to a Unit. Declarant will make any such allocation in **Schedule C**, or by amendment thereto. Declarant shall periodically amend **Schedule C** to reflect the allocation of parking spaces and storage areas.

12.4.6.2 Declarant has the right, under Section 12.4.5 of this Declaration to reallocate any Limited Common Element parking spaces or storage areas previously allocated to Units that have not been conveyed by Declarant to an Owner other than Declarant. Declarant may exercise this right by any of the means described in Section 12.4.6.1 above.

12.4.6.3 Until all Units have been sold, the Declarant shall have the right to control the use of any unassigned parking spaces. Any parking spaces that (i) are designated in **Schedule C** for common use or (ii) that remain unallocated one year after the conveyance by Declarant of all Units in the Condominium will be Common Elements for common use and will be subject to the rules and regulations adopted by the Board. If, however, Declarant fails to document an allocation made to a Unit in a contract for sale of the Unit, the parking space shall not become a common parking space.

12.4.6.4 Declarant shall have the right to execute and record an amendment to **Schedule C**, establishing a re-allocation of parking spaces or storage areas to Units already conveyed by Declarant if the Declarant has obtained the written consent of the Owners of the affected Units.

12.4.7 Attend Association Meetings. Until December 31, 2010 (a) Declarant shall have the right to attend all meetings of the Board and the Association; (b) the Association shall send the Declarant notices of such meetings at the same time notices are given to the members of the Board or the Association, as the case may be, and copies of minutes of all meetings of the Board and the Association; and (c) the Declarant shall have the right to inspect the book and records of the Association as further provided in Section 13.7. Notices and minutes shall be given to the Declarant in writing to the Declarant at the address specified in Section 26.1 or in such other manner as the Declarant shall specify.

Section 12.5 Exercise of Development Rights. To exercise any Development Right reserved under Section 12.4, the Declarant shall prepare, execute and record an amendment to the Declaration. In conjunction therewith, Declarant shall record an amendment or supplement to the Survey Map and Plans if the previous Survey Map and Plans lack the required detail, certification or other matters required under the Condominium Act.

Section 12.6 Different Parcels; Different Times. Any Development Right may be exercised with respect to different parcels of real property at different times. No assurances are made as to final boundaries of such parcels or as to the order in which those parcels may be subject to the exercise of each Development Right. Even though a Development Right is exercised in any portion of the real property subject to that right, that right need not be exercised in all or in any other portion of the remainder of that real property.

Section 12.7 Termination of Development Rights. Except as expressly set forth in Section 12.4 above, the foregoing Development Rights shall terminate three (3) years from the date of

recording of the first conveyance of a Unit to an Owner other than Declarant. Declarant may, however, voluntarily terminate any or all Development Rights at any time by recording an amendment to the Declaration specifying which Development Rights are thereby terminated.

Section 12.8 Liability for Damage. The Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Condominium, of any portion of the Condominium damaged by the exercise of rights reserved by the Declarant pursuant to or created by this Declaration or the Condominium Act.

ARTICLE 13 OWNERS ASSOCIATION

Section 13.1 Form of Association. The Owners of Units shall constitute an owners association to be known as the Nautica Soundview Condominium Owners Association (the "Association"). The Association shall be organized as a nonprofit corporation, no later than the date the first Unit in the Condominium is conveyed. Except where expressly reserved to the Owners under the Condominium Act or the Governing Documents, the affairs of the Association shall be managed by a Board of Directors. The rights and duties of the Board and of the Association shall be governed by the provisions of the Condominium Act, The Washington Nonprofit Corporation Act (RCW Chapter 24.03), the Declaration and the Bylaws.

Section 13.2 Bylaws. The Board will adopt initial Bylaws to supplement the Declaration and to provide for the administration of the Association and the property and for other purposes not inconsistent with the Condominium Act or the Declaration. The initial Bylaws may be amended pursuant to the procedures set forth in Article 24.

Section 13.3 Qualifications For Membership. Each Owner of a Unit (including the Declarant as to Units it owns) shall be a member of the Association and shall be entitled to one membership for each Unit owned. Only Owners may be members of the Association. Ownership of a Unit shall be the sole qualification for membership in the Association.

Section 13.4 Transfer of Membership. The membership of an Owner in the Association is appurtenant to the Unit giving rise to the Membership. The Membership shall not be transferred in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit, provided that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association to the new Owner.

Section 13.5 Voting.

13.5.1 Number and Classes of Votes. The allocation of Voting Interests in the Association is set forth in Section 6.4.

13.5.2 Association Owned Units. The Association may not cast any votes allocated to a Unit owned by the Association. In determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

Section 13.6 Powers of Association. The Association shall have all powers authorized under the Condominium Act and the Washington Nonprofit Corporation Act and all powers necessary

for the operation of the Condominium. In addition to those actions authorized elsewhere in the Declaration, the Association shall have the power to:

13.6.1 Adopt and amend Bylaws and Rules and Regulations and enforce the Governing Documents;

13.6.2 Adopt and amend budgets for revenues, expenditures, and reserves and impose and collect Common Expenses and Special Assessments from Owners;

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

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

13.6.5 Make contracts and incur liabilities;

13.6.6 Regulate the use, maintenance, repair, replacement and modification of Common Elements and Limited Common Elements, including, but not limited to, maintenance of the exteriors of buildings in accordance with any building envelope maintenance program furnished to the Association by the Declarant;

13.6.7 Cause additional improvements to be made as a part of the Common Elements, and acquire, hold, encumber, convey, and dispose of, in the Association's name, right, title, or interest to real or tangible and intangible personal property, and arrange for and supervise any addition or improvement to the Condominium, provided that:

13.6.7.1 If the estimated cost of any separate property acquisition, addition, or improvements to the Condominium, exceeds \$5,000, the approval of the Owners holding a majority of the votes in the Association shall be required; and if such estimated cost exceeds \$25,000, the approval of the Owners holding 67% of the votes in the Association shall be required;

13.6.7.2 No structural changes shall be made to a building without the approval of Owners holding at least 67% of the votes in the Association;

13.6.7.3 No structural change shall be made to a Unit without the approval of the Owner of that Unit; and

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

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

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

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

13.6.11 Impose and collect charges for late payment of Assessments as further provided in Article 17 and, after Notice and an Opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in this Declaration, the Bylaws or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of this Declaration, the Bylaws and rules and regulations of the Association;

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

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

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

13.6.15 Provide or pay, as part of the Common Expenses, utility services to the units;

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

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

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

13.6.19 All Rules and Regulations adopted by the Board shall, however, comply with the following provisions (which shall not apply to amendments to this Declaration adopted in accordance with Article 24):

13.6.19.1 No Rule or Regulation shall interfere with the freedom of residential tenants to determine the composition of their households, except that the Association shall have the power to require that all occupants of a dwelling unit be members of a single housekeeping unit.

13.6.19.2 No Rule or Regulation shall interfere with the activities carried on within the confines of Units except that (i) the Association may prohibit activities in Residential Unit not normally associated with property restricted to residential use, and (ii) it may

restrict or prohibit any activities in Units that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the Unit, that create an unreasonable source of annoyance to others, or that violate this Declaration.

13.6.19.3 No Rule or Regulation shall alter the allocation of financial burdens among the various Units or rights to use the Common Elements to the detriment of any Owner over that Owner's objection, or without the written consent of any Eligible Mortgagee of that Owner's Unit, expressed in writing to the Association. Nothing in this provision shall prevent the Association from adopting generally applicable rules for use of the Common Elements. This provision does not affect the right to increase the amount of Assessments as provided in Article 18.

13.6.19.4 In adopting, amending or rescinding Rules and Regulations, the Association (i) shall give consideration to the matters brought to its attention via the Notice and Opportunity To Be Heard procedures; and (ii) shall give consideration to the interests of individual Owners and Authorized Users as well as the interests of the Association. No Rule or Regulation may be arbitrary or capricious. All Rules and Regulations must treat similarly situated Units, Owners and Authorized Users similarly. No Rule or Regulation shall be inconsistent with or violate the provisions of the Declaration, Articles or Bylaws.

13.6.20 On or before January 29th each year and so long as the limited property tax exemption is available, prepare and file truthful, accurate and timely annual certifications as required by the City of Everett pursuant to the Multifamily Housing Limited Property Tax Exemption Agreement dated November 30, 2000.

Section 13.7 Financial Statements and Records. The Association shall keep financial records in accordance with generally accepted accounting principles and in sufficient detail to enable the Association to comply with the resale certificate requirements set forth in RCW 64.34.425. All financial and other records shall be made reasonably available for examination by any Unit Owner and the Owner's authorized agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The annual financial statement shall be audited at least annually by a certified public accountant who is not a member of the Board or an Owner unless Owners holding at least 60% of the votes, excluding votes held by the Declarant, waive the audit for that year. The financial statement shall be completed in time for the Association's annual meeting and in any event within 120 days following the end of the fiscal year. Any Mortgagee of a first Mortgage will be entitled to receive the audited financial statement upon written request. The Board, or persons having 35% of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting. An Owner or Mortgagee, at the Owner's or Mortgagee's expense, may at any reasonable time conduct an audit of the books of the Board and Association. Upon written request of FHLMC, Fannie Mae, HUD or VA, if it is a Mortgagee, the Association shall provide within a reasonable time the financial statement of the Association for the preceding fiscal year.

Section 13.8 Inspection of Condominium Documents, Books and Records. The Association shall make available to Owners, Mortgagees, prospective purchasers and their prospective Mortgagees, and the agents or attorneys of any of them, current copies of the Books and Records of the Association. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

ARTICLE 14 DECLARANT CONTROL PERIOD

Section 14.1 Declarant Control Until Transition Date. Until the Transition Date, the Declarant shall have the right to appoint and remove all members of the Board; provided that not later than:

(a) 60 days after conveyance of 25% of the Units to Owners other than the Declarant at least one member and not less than 25% of the members of the Board must be elected by Owners other than the Declarant; and

(b) 60 days after conveyance of 50 % of the Units to Owners other than the Declarant, not less than one-third of the members of the Board must be elected by Owners other than the Declarant.

Section 14.2 Transition Date. Declarant Control of the Association shall terminate on the Transition Date. The Transition Date shall be no later than the earlier of:

(a) 60 days after conveyance of 75% of the Units that may be created to Owners other than the Declarant;

(b) two years after the last conveyance or transfer of record of a Unit except as security for a debt, or the last exercise of a Development Right to create Units;

(c) the date on which the Declarant records an amendment to the Declaration pursuant to which the Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board.

If the Declarant voluntarily surrenders control pursuant to subsection (d) above, the Declarant may require that for the duration of the period of Declarant Control, specified actions of the Association or the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 14.3 Declarant's Transfer of Association Control. Within 60 days after the Transition Date, the Declarant shall deliver to the Association all property of the Owners and of the Association held or controlled by the Declarant including, but not limited to, the following:

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

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

14.3.3 The Bylaws;

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

14.3.5 Any rules and regulations that have been adopted;

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

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

14.3.8 Association funds or the control of the funds of the Association;

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

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

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

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

14.3.13 Any other permits issued by governmental bodies applicable the Condominium in force or issued within one year before the Transition Date;

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

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

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

14.3.17 Any employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the services;

14.3.18 A building envelope maintenance program and such other maintenance manuals or checklists as the Declarant may elect to develop and furnish to the Association;

14.3.19 A copy of any Qualified Warranty issued to the Association; and

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

Section 14.4 Audit of Records Upon Transfer. Upon termination of the period of Declarant Control, the records of the Association shall be audited as of the date of transfer by an independent certified public accountant in accordance with generally accepted auditing standards unless the Owners, other than the Declarant, by two-thirds vote, elect to waive the audit. The costs of the audit shall be a Common Expense.

Section 14.5 Termination of Contracts and Leases Made by the Declarant. If entered into before the Board elected pursuant to Section 15.1 takes office: (a) any management contract, employment contract or lease of recreational or parking areas or facilities; or (b) any contract or lease between the Association and the Declarant or an affiliate of the Declarant, as defined by RCW 64.34.020(1), may be terminated, with or without cause, without penalty by the Association at any time after the Board elected pursuant to Section 15.1 takes office. This section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this section.

ARTICLE 15 THE BOARD OF DIRECTORS

Section 15.1 Selection of the Board and Officers. Prior to the Transition Date, election or appointment of members of the Board shall be governed by Section 14.1. Within 30 days after the Transition Date, the Owners shall elect a Board, a majority of whom must be Unit Owners. The number of Board members and their terms of services shall be specified in the Bylaws. The Board shall elect officers in accordance with the procedures provided in the Bylaws. The members of the Board and officers shall take office upon election. Removal of Board members, and their terms of service shall be as provided in the Bylaws.

Section 15.2 Powers of the Board. Except as provided in this Declaration, the Bylaws or the Condominium Act, the Board shall at all times act on behalf of the Association. The Board may exercise all powers of the Association, except as otherwise provided in the Condominium Act, Declaration or the Bylaws.

Section 15.3 Managing Agent. The Declarant or Board may 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. 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 (a) for cause, on 30 days' written notice; or (b) without cause, on not more than 90 days' written notice. The Managing Agent shall maintain fidelity insurance for its officers, employees and agents who handle or who are responsible for handling funds of or funds administered by the Association. All such fidelity insurance shall name the Association as an insured and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the Association or the Managing Agent at any time while the policy is in force, but, in no event, shall the aggregate amount of insurance be less than three months' aggregate Assessments plus reserve funds. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 15.4 Limitations on Board Authority. Except when a higher standard is required by a provision of this Declaration or the Condominium Act, the Board shall act by majority vote. The Board shall act reasonably, in light of the facts determined by the Board, in making all determinations, exercising its discretion, granting or withholding consent, or taking any action on behalf of the Association. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Article 26, to terminate the Condominium pursuant to Article 27, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board. The Board may, in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

Section 15.5 Notice and Opportunity To Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

ARTICLE 16 BUDGET AND ASSESSMENTS

Section 16.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

Section 16.2 Preparation of Budget. Not less than 30 days before the end of the fiscal year, the Board shall prepare a budget for the Association for the coming year. In preparing its budget the Board shall estimate the Common Expenses of the Association to be paid during the year, shall make adequate provision for accumulation of reserves, including amounts reasonably anticipated to be required for maintenance, repair, and replacement of the Common Elements, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. In preparing the budget after the Transition Date, the Association shall determine the current and long-term reasonably expected maintenance needs and capital replacement needs of the Condominium using the inspections and budgets developed pursuant to Section 10.14, and shall adequately fund reserve accounts for such future needs. The Declarant shall prepare the initial budget for the first fiscal year of the Association. Prior to the Transition Date, the budget may be based on the actual expenses for the Association and need not provide for accumulation of reserves.

Section 16.3 Ratification of Budget. Within 30 days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not fewer than 14 nor more than 60 days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. If the Board proposes a supplemental budget during any fiscal year, such budget shall not take effect unless ratified by the Unit Owners in accordance with this Section.

Section 16.4 Supplemental Budget. If during the year the budget proves to be inadequate for any reason, including nonpayment of any Owner's Assessments, the Board may prepare a supplemental budget for the remainder of the year. A supplemental budget shall be ratified pursuant to Section 16.3.

Section 16.5 Assessments for Common Expenses. The sums required by the Association for Common Expenses as reflected by the annual budget and any supplemental budgets shall be divided into installments to be paid each month over the period to be covered by the budget or supplemental budget. The monthly Assessment for Common Expenses for each Unit shall be the total of (a) the Common Expense Liability of that Unit (except Specially Allocated Expenses) times the total monthly installment for Common Expenses for all Units and (b) any Specially Allocated Expenses of that Unit. Until the Association makes an Assessment for Common Expenses, the Declarant shall pay all Common Expenses. Monthly Assessments shall commence against all Units within 60 days of the first conveyance of a Unit to an Owner other than Declarant. Notwithstanding the foregoing, the Declarant may delay the commencement of monthly Assessments beyond such date for so long as the Declarant pays the actual Common Expenses (not including allocations to reserves or charges for utilities to each Unit). During such time as garbage collection charges or other service charges are based on the number of occupied Units, any Units owned by the Declarant and not occupied shall be exempt from Assessments for such charges.

Section 16.6 Specially Allocated Expenses. The Common Expenses described in this section may be assessed against the Owners as described herein, and not on the basis of the Owner's Common Expense Liability.

16.6.1. Insurance. The expense of procuring and maintaining insurance will be allocated among the Units according to their Common Expense Liability unless the Board determines, based on advice from the Association's insurance broker, agent or company, that differences in the replacement cost of improvements within individual Units or in the activities conducted within Units make it appropriate to allocate the cost of insurance in accordance with such cost or risk.

16.6.2. Misconduct. To the extent that any Common Expense is caused by the misconduct of, or violation of the Governing Documents by, an Owner or Authorized User of any Unit, the Association may assess the expense (including the cost of any deductible under the Association's property insurance) against the Unit.

16.6.3. Limited Common Elements. Any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element that is allocated to one or more Units shall be paid by the Owner(s) of or assessed against the Unit(s) to which that Limited Common Element is allocated. Any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element that is allocated to the Residential Units as a group shall be paid by the Owners of or assessed against the Residential Units according to the "Residential CEL" set forth on **Schedule B**. All costs associated with the replacement or repair Limited Common Element balcony allocated to Units A105 and 106 shall be shared equally between those units.

16.6.4. Unequal Benefit. The Board may assess any Common Expense, or portion thereof, that benefits fewer than all the Units solely against the Units receiving the benefit.

16.6.5. Utilities. If utilities paid by the Association are separately metered to the Units, the Common Expense for those utilities will be assessed to the user(s) of the service. If utilities are not separately metered to the Units, the Board may assess any Common Expense for utilities, or any portion thereof, in proportion to usage, as determined by the Board in its reasonable discretion. The Association may require an Owner to make a security deposit for utilities and may establish billing and collection procedures for utility charges, including the use of a third party agent.

16.6.6. Garbage and Recycling. The expense of garbage and recycling collection for the Units will be allocated based on the Common Expense Liability unless the Board determines to allocate the expense of garbage and recycling collection based on the Board's good faith determination of relative usage.

16.6.7. Commercial Operations. The expense of repairing any damage to the Condominium or the building enclosure caused the installation or removal of signage shall be specially allocated to the Owner of the Commercial Unit or Live/Work Unit whose signage was installed or removed. The Board may assess to the Commercial Units or Live/Work Units any expense for the operation, maintenance, repair, or replacement of the front sidewalks or building entrances that is due to the business operations or impacts of those Units.

16.6.8. Window Washing. The Owners of the Commercial Units shall be responsible for washing their own windows. The cost of washing the other windows shall be allocated to the Owners of the Residential Units based on the the "Residential CEL" set forth on **Schedule B**.

Section 16.7 Special Assessments. For those Common Expenses which cannot reasonably be calculated and paid on a monthly basis, the Board may levy special Assessments for such expenses against the Units, subject to ratification by the owners pursuant to Section 16.3.

Section 16.8 Creation of Reserves; Assessments. The Board shall create reserve accounts for anticipated expenses for repairs, replacement and improvements which will occur in the future. The operation of reserve accounts and Assessments for reserve accounts shall be further governed by the Bylaws.

Section 16.9 Notice of Assessments. The Board shall notify each Owner in writing of the amount of the monthly general and special Assessments to be paid for the Owner's Unit and shall furnish copies of all budgets and the Common Expense Liability allocations which apply to the Unit, on which the general and special Assessments are paid. The Board shall furnish the same information to an Owner's mortgagee if so requested.

Section 16.10 Payment of Monthly Assessments. On or before the first day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit for that month. Any Assessment not paid by the first day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges and collection procedures as provided in Article 17.

Section 16.11 Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Condominium shall belong to the Association.

Section 16.12 Failure To Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of

the Owner from the obligation to pay Assessments during that or any subsequent year, and the monthly Assessments amounts established for the preceding year shall continue until new Assessments are established.

Section 16.13 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee of a Unit, the Board will furnish a certificate stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and mortgagees of the Unit who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

Section 16.14 Recalculation of Assessments. If Common Expense Liabilities are reallocated, Common Expense Assessments, special Assessments, and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities.

Section 16.15 Initial Contribution to Working Capital. The first purchaser of any Unit shall, at the time of closing, pay to the Association (or Declarant as set forth below), in addition to other amounts due, an amount equal to two times the initial monthly Assessment against the Unit as a nonrefundable initial contribution to the Association's working capital. The Declarant shall not use any such contributions to defray its expenses in completing the Condominium, to pay Declarant's contributions to reserves or to make up any deficits in the budget of the Association during Declarant's control of the Association. Upon the election of the first Board by Unit Owners after the Transition Date, the Declarant shall pay to the Association the same amount as a working capital contribution for each of the Units still owned by Declarant. When each of those Units is sold by Declarant, Declarant may collect such funds from the purchaser and reimburse itself for the working capital contribution previously made with respect to that Unit.

ARTICLE 17 LIEN AND COLLECTION OF ASSESSMENTS

Section 17.1 Assessments Are a Lien; Priority.

17.1.1 The Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due.

17.1.2 A lien under this Article shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of this Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Unit.

17.1.3 Except as provided in this section 17.1.3, the lien shall also be prior to the Mortgages described in section 17.1.2 to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 16, which would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the Association or a mortgagee, the date of a trustee's sale in a nonjudicial foreclosure of a mortgage, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract. Notwithstanding the foregoing, the priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee who has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the

extent that such lien priority includes any delinquencies which relate to a period after such Mortgagee becomes an Eligible Mortgagee or has given such notice and before the Association gives such Mortgagee a written notice of the delinquency.

17.1.4 Recording of this Declaration constitutes recorded notice and perfection of the lien for Assessments, however, the Association may record a notice of claim of lien for Assessments in the real property records of the county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a mortgagee referred to above.

Section 17.2 Lien May Be Foreclosed; Judicial Foreclosure. The lien arising under this Article may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12, or nonjudicially in the manner set forth in Section 17.3. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. Nothing in this section shall prohibit the Association from taking a deed in lieu of foreclosure. Except as provided in Section 17.1.3, the holder of a mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such mortgagee or other purchaser of the Unit. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

Section 17.3 Nonjudicial Foreclosure. A lien arising under this Article may be foreclosed nonjudicially in the manner set forth in RCW 61.24 for nonjudicial foreclosure deeds of trust. For the purpose of preserving the Association's nonjudicial foreclosure option, this Declaration shall be considered to create a grant of each Unit in trust to Stewart Title or its successors or assigns ("Trustee"), to secure the obligations of each Unit Owner ("Grantor") to the Association ("Beneficiary") for the payment of Assessments. Grantor shall retain the right to possession of Grantor's Unit so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have a power of sale with respect to each Unit, which becomes operative in the case of a default in a Grantor's obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes. If the Association forecloses its lien nonjudicially pursuant to this Section, it shall not be entitled to the lien priority over mortgages provided in Section 17.1.3.

Section 17.4 Receiver During Foreclosure. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rent is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental Units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this Section, and a receiver shall not be appointed less than 90 days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

Section 17.5 Assessments Are Personal Obligations. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges in this

Article, shall be the personal obligation of the Owner of the Unit when the Assessments are made. Suit to recover personal Judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 17.6 Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

Section 17.7 Joint and Several Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waving the lien securing such sums.

Section 17.8 Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

Section 17.9 Recovery of Attorneys' Fees and Costs. The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

Section 17.10 Security Deposit. An Owner who has been delinquent in paying his monthly Assessments for three of the five preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three months' estimated monthly Assessments, which shall be collected and shall be subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is ten days or more delinquent in paying Assessments.

Section 17.11 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

ARTICLE 18 ENFORCEMENT OF GOVERNING DOCUMENTS

Section 18.1 Rights of Action. Each Owner and its Authorized Users, and the Association shall comply strictly with the Governing Documents and the proper decisions of the Board. The Declarant shall enjoy all the rights and assume all the obligations of an Owner as to each unsold Unit in the Condominium owned by the Declarant. The Association acting on behalf of the Owners or any Owner acting on his own behalf may bring an action to recover sums due or damages, or for injunctive

relief, or any or all of them, against any party who fails to comply with the Governing Documents and the proper decisions of the Board.

Section 18.2 Additional Rights. In addition, the Board may, after Notice and Opportunity to be Heard, take any of the following actions against any party who fails to comply with the Governing Documents and the proper decisions of the Board:

18.2.1 Require an Owner, at its own expense, to stop work on, and remove, any improvement from such Owner's Unit or other areas of the Condominium in violation of the Governing Documents and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

18.2.2 Levy Assessments to cover costs incurred by the Association to cure a violation of the Governing Documents;

18.2.3 Impose reasonable monetary fines which shall constitute an Assessment and a lien upon the violator's Unit. No fine may be imposed, however, unless pursuant to a previously established schedule thereof adopted by the Board and distributed to Owners;

18.2.4 Apply a security deposit posted by an Owner to any unpaid utility charges or other Assessments.

18.2.5 To the extent allowed by applicable law, suspend any services (including utilities) provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty days delinquent in paying any Assessment or other charge owed to the Association or has failed to replenish any security deposit required by the Association (provided the Association has given Notice and Opportunity to Be Heard to any tenant of the Unit); and

18.2.6 Exercise self-help or take action to abate any violation of the Governing Documents. Notice and Opportunity to be Heard shall not, however, be required in an emergency situation or in regard to the removal of vehicles or items that are in violation of parking or storage rules and regulations.

Section 18.3 Remedies Cumulative; Attorneys' Fees. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association or Owner prevails, it shall be entitled to recover all costs, including without limitation, its attorneys' fees and court costs, reasonably incurred in such action.

Section 18.4 Enforcement Discretion; No Waiver. The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

18.4.1 The Association's position is not strong enough to justify taking any further action; or

18.4.2 The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

18.4.3 Although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

18.4.4 That it is not in the Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed to be a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule. 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 by the Board. This Section 18.4 also extends and applies to the Declarant.

ARTICLE 19 TORT AND CONTRACT LIABILITY

Section 19.1 Declarant Liability. Neither the Association nor any Owner except the Declarant is liable for the Declarant's torts in connection with any part of the Condominium which the Declarant has the responsibility to maintain. Otherwise, an action alleging a wrong done by the Association must be brought against the Association and not against any Owner or any officer or director of the Association. An Owner is not precluded from bringing an action contemplated by this section because he or she is a Unit Owner or a member or officer of the Association.

Section 19.2 Limitation of Liability for Utility Failure. Except to the extent covered by insurance obtained by the Board neither the Association, the Board, the Managing Agent nor the Declarant shall be liable to any Unit Owner for:

(a) the failure of any utility or other service to be obtained and paid for by the Board;

(b) injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, mold or mildew which may leak, travel or flow from outside of any building, from any Unit, any Common Element or from any part of the building, or from any pipes, drains, conduits, appliances, or equipment, or from any other place; or

(c) inconvenience or discomfort resulting from any action taken to comply with the Governing Documents, any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure; or for such injury or damage, or for such inconvenience or discomfort.

Section 19.3 No Personal Liability. So long as a Board member, or Association committee member, or Association officer, or the Declarant or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person; provided, that this section shall not apply to

deny coverage for any such act, omission, error or negligence under any insurance obtained by the Board.

ARTICLE 20 INSURANCE

Section 20.1 Required Insurance. Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) property insurance on the Condominium; (b) liability insurance; and (c) fidelity insurance. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be with carriers who meet the insurer qualification standards of Fannie Mae, HUD, VA and FHLMC. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect property, flood and liability insurance and fidelity bonds that meet the insurance and fidelity bond requirements for condominium projects established by Fannie Mae, HUD, FHLMC and VA or other governmental or quasi-governmental agencies involved in the secondary mortgage market so long as any of them is a Mortgagee or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by them. All such insurance policies and fidelity bonds shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 45 days' prior written notice to the Association as the first named insured.

Section 20.2 Property Insurance Requirements. The Association, or its insurance trustee, shall be the "named insured." The property insurance shall, at the minimum, provide special cause-of-loss coverage in an amount equal to 100% of the replacement cost of the Common Elements, the Limited Common Elements, the Units, and the interior partitions, equipment, fixtures, and improvements installed in the Units by Declarant and intended as a permanent part of the Unit (exclusive of such items as land, foundations, excavations, and other items normally excluded from property policies), and all personal property owned by the Association. The policy may, in the discretion of the Board, cover improvements or betterments installed by the Unit Owners after conveyance by the Declarant. The property insurance shall not provide coverage for furniture or other personal property of the Unit Owners. The Board may require Owners to obtain an owner's policy of property insurance (sometimes known as an "HO-6") and may require that the Association be named as an additional insured on the that policy. The policy may have deductibles, for loss to the Units as well as the building, if the Board determines that deductibles are reasonable in light of the cost of insurance and the risk of a deductible to the Owners. The policy shall contain a "Guaranteed Replacement Cost Endorsement" or a "Replacement Cost Endorsement" and, if it contains a co-insurance clause, an "Agreed Amount Endorsement." The policy shall have deductibles that are no larger than those allowed by Fannie Mae, HUD, FHLMC and VA. The policy shall include (i) an "Inflation Guard Endorsement;" (ii) a "Building Ordinance or Law Endorsement;" (iii) if the Condominium has central heating or cooling, a "Steam Boiler and Machinery Coverage Endorsement", (iv) an "Increased Cost of Construction Endorsement;" (v) construction code endorsements; and (vi) any other endorsements that are required by Fannie Mae, HUD, FHLMC or VA. The loss payable clause of the policy shall show the Association or its insurance trustee, as trustee for each Unit Owner and its Mortgagees. The Unit Owner, not the Association, shall be responsible up to the amount of the deductible under the Association's property policy for (i) the cost of damage or loss within the Owner's Unit; (ii) damage to another Unit or the Common Elements resulting from the negligence or misconduct of the Unit Owner or its Authorized Users; or (iii) damage to another Unit or the Common Elements caused by faulty or leaking plumbing fixtures (including pipes, hoses, drains, toilets, showers, tubs, dishwashers, faucets, garbage disposals, and shower heads), water heaters or hot water tanks that are within or (as to water heaters or water tanks) serve only the Owner's Unit.

Section 20.3 Liability Insurance Requirements. The liability insurance shall insure the Board, the Association, the Owners, the Declarant and the Managing Agent. The policy shall insure against liability of the insureds for property damage, bodily injury or death arising in connection with the use, operation or maintenance of the Common Elements or other areas under the control and supervision of the Association. The policy may insure against liability in connection with employment contracts of the Association, host liquor liability, employers' liability insurance, automobile, liability insurance and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location and use. The limits of liability shall be at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall contain a "Severability of Interest Endorsement" or equivalent which precludes the insurer from denying the claim of an insured because of the negligent acts of another insured. The policy may contain medical payments coverage and any other coverages that the Board deems advisable.

Section 20.4 Fidelity Insurance Requirements. The fidelity insurance shall name the Association as insured. It shall protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other persons who handle or are responsible for handling funds held or administered by the Association. All such fidelity insurance shall name the Association as an insured and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the Association at any time while the policy is in force, but, in no event, shall the aggregate amount of insurance be less than three months' aggregate Assessments plus reserve funds. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 20.5 Additional Insurance Requirements. The insurance obtained pursuant to Sections 20.2, 20.3 and 20.4 shall contain the following provisions and limitations:

20.5.1 Each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's Common Ownership Interest or membership in the Association.

20.5.2 A waiver of subrogation by the insurer as to any and all claims against the Association, any Unit Owner and/or their respective agents, members of the Owner's household, employees, or lessees.

20.5.3 Coverage shall not be prejudiced by (a) any act or omission of any Unit Owner unless acting within the scope of the Owner's authority on behalf of the Association; or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

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

20.5.5 A standard mortgagee clause which shall:

(a) Name the loan servicer and its successors and assigns or Fannie Mae as the Mortgagee;

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

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

(d) 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.

20.5.6 A provision that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 45 days' prior written notice to the named insured and the holder of each first Mortgage on a Unit.

The provisions of Sections 20.1 through 20.5 are not intended to contradict or limit any insurance policy or coverage obligations of the Association under any loan agreement, deed of trust, bond guaranty agreement or similar document.

Section 20.6 Adjustment of Losses; Insurance Trustee; Power of Attorney. Any loss covered by the insurance described in Section 20.2 shall be adjusted with the Association, but the proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lien holders as their interests may appear. Each Owner and the Owner's Mortgagee, if any, shall be beneficiaries of the policy in accordance with percentages established by the Common Ownership Interest of Owner's Unit. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. Subject to the provisions of Section 21.1, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Association, or any insurance trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes.

Section 20.7 Optional Insurance. If the Board deems it advisable, the Association may also obtain (a) worker's compensation insurance; (b) directors and officers' liability insurance; and (c) any other insurance.

Section 20.8 Owners' Individual Insurance. An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit.

Section 20.9 Use of Insurance Proceeds. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Association pursuant to Article 21 unless:

20.9.1 The Condominium is terminated;

20.9.2 Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

20.9.3 Owners holding at least 80% of the votes in the Association, including every Owner of a Unit or Limited Common Element which will not be rebuilt, and Owners

other than the Declarant holding at least 80% the votes in the Association excluding votes held by the Declarant vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds, reserves and deductibles paid by Owners is a Common Expense. If all of the damaged or destroyed portions of the Condominium are not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to their Common Ownership Interests. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 22, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this section, Article 25 governs the distribution of insurance proceeds if the Condominium is terminated.

ARTICLE 21 DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

Section 21.1 Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Article 21:

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

21.1.2 "Substantial Damage" shall mean that in the judgment of a majority of the Board the estimated Assessment determined under Section 21.2.4 for any one Unit exceeds two and one-half percent of the full, fair market value of the Unit before the damage occurred, as determined by the then current assessment for the purpose of real estate taxation.

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

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

Section 21.2 Initial Board Determination. In the event of Damage to any portion of the Condominium for which insurance is required by this Declaration, the Board shall promptly, and in all events within thirty days after the date of learning of the Damage, take the following actions. In doing so, the Board may obtain such advice as the Board deems advisable:

21.2.1 Determine the nature and extent of the Damage to the Condominium and loss to the Association, together with an inventory of the improvements and property directly affected thereby.

21.2.2 Obtain a reasonably reliable estimate of the cost to Repair the damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

21.2.3 Determine the insurance proceeds and reserves, if any, that will be available to pay for the Damage.

21.2.4 Determine (i) the amount, if any, by which the estimated cost of Repair exceeds the expected insurance proceeds, the reserves available to repair the damage, other available funds of the Association, and deductibles owed by Owners, and (ii) the amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense.

Section 21.3 Notice of Damage. If the Board determines that the Damage is Substantial Damage then, within the same time frame, the Board shall provide each Owner with a written notice summarizing the initial Board determinations made under Section 21.2 and calling a special meeting to consider whether to repair the Damage. If the Damage affects a material portion of the Condominium, the Board shall also send the notice to each Mortgagee; and if the Damage affects a Unit, the Board shall send the notice to the Mortgagee of that Unit. If the Board fails to do so within the 30-day period, any Owner or Mortgagee may make the determinations required under Section 21.2 and give the notice required under this Section. The Board may, but is not required to, call such a meeting in other circumstances.

Section 21.4 Execution of Repairs.

21.4.1 The Association shall promptly repair any Damaged portion of the Condominium that the Association is responsible to insure and to maintain or repair unless:

21.4.1.1 The Condominium is terminated;

21.4.1.2 Repair would be illegal under any state or local health or safety statute or ordinance; or

21.4.1.3 Owners holding at least 80% of the votes in the Association, including every Owner of a Unit or Limited Common Element which will not be rebuilt, and the Declarant if the Declarant has the right to create Units in the Condominium, vote not to Repair the Damage. In addition to the consent by the Owners specified above, any election not to repair the damage or not to rebuild substantially in accordance with the original plan will require the approval of Eligible Mortgagees of first Mortgages on Units to which at least 51% of the Voting Interests of Units that are subject to Mortgages held by such Eligible Mortgagees.

21.4.2 The cost of Repair within the deductible that is not recovered from a Unit Owner and that exceeds the available insurance proceeds and the Association's reserves shall be a Common Expense. If the cost of Repair exceeds the available insurance proceeds and any available reserves or other Association funds (to the extent the Board determines to apply them to such costs) the Board may impose Assessments for all or some of the un-insured costs against the Unit responsible for the damage impose, or may impose Assessments against all Units in proportion to their Common Expense Liability in an aggregate amount sufficient to pay the excess costs.

21.4.3 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others and take such other action as is

CONDOMINIUM DECLARATION – NAUTICA SOUNDVIEW CONDOMINIUMS

reasonably necessary to make the Repairs. Contracts for the repair work shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

21.4.4 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.

The Board may expend so much of the insurance proceeds and Association funds as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the property shall thereafter be held and distributed as provided in Section 21.5.

Section 21.5 Effect of Decision Not To Repair. If all of the damaged or destroyed portions of the Condominium are not repaired or replaced:

21.5.1 The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

21.5.2 The insurance proceeds attributable to Units and Limited Common Elements that are not fully repaired or replaced shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

21.5.3 The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to their Common Ownership Interests.

If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 22, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this section, Article 25 governs the distribution of insurance proceeds if the Condominium is terminated.

ARTICLE 22 CONDEMNATION

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

Section 22.2 Power of Attorney. Each Owner appoints the Association as attorney-in-fact for the purpose of representing the Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium. Any proceeds from a

condemnation shall be paid to the Association for the benefit of affected Units and their Mortgagees. Should the Association not act, based on their right to act pursuant to this section, the affected Owners may individually or jointly act on their own behalf.

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

Section 22.4 Condemnation of Part of a Unit. Except as provided in Section 22.3, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the condemnation awarded to the Unit Owner shall be paid to the Owner or lien holders of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides: (a) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

Section 22.5 Condemnation of Common Element or Limited Common Element. If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements or to lien holders, as their interests may appear. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Unit to which that Limited Common Element was allocated at the time of the acquisition, or to lien holders, as their interests may appear. If the Board determines that a particular Owner's interest in the Common Elements will be diminished with respect to other Owners, by the acquisition of a Common Element, the Declaration may be amended to adjust that Owner's Common Expense Liability allocation, or to remove the allocation of a Limited Common Element to that Owner's Unit, as the case may be.

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

ARTICLE 23 PROCEDURES FOR SUBDIVIDING, COMBINING OR ALTERING UNITS AND RELOCATING BOUNDARIES

Section 23.1 Subdivision or Combination of Units. No Unit may be subdivided into a greater number of Units or Units combined into a lesser number of Units, whether by agreement, legal proceedings or operation of law, except as provided in this Section 23.1.

23.1.1 An Owner desiring to subdivide a Unit or combine Units must submit a written proposal to (a) the Board; (b) all Mortgagees of the Units to be subdivided or combined; and (c) every first Mortgagee 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 Survey Map and Plans. The proposed amendments must assign an identifying number to each resulting Unit, and reallocate the Allocated Interests of the former Unit(s) to the new Unit(s) in a reasonable manner.

23.1.2 If approved pursuant to Section 23.1.3, the amendments must be executed by the Owner of the Unit(s) involved. The Owner of the Unit(s) to be subdivided or combined shall bear all costs of the subdivision or combination.

23.1.3 A proposal to subdivide a Unit or combine Units must be approved in writing by the Board, all Eligible Mortgagees of the Unit or Units to be subdivided or combined.

Section 23.2 **Alteration of Units.** No Unit may be altered in any way except in accordance with this Section 23.2.

23.2.1 Subject to the use restrictions and other restrictions of the Governing Documents, an Owner may make any improvements or alterations to the Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium.

23.2.2 An Owner may not change the appearance of the Common Elements or the exterior appearance of a Unit without permission of the Association pursuant to Section 23.2.4.

23.2.3 After acquiring an adjoining Unit or an adjoining part of any adjoining Unit, an Owner may, with approval of the Board pursuant to Subsection 23.2.4, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not adversely affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this subsection is not a relocation of boundaries.

23.2.4 An Owner must submit a written request, including plans and specifications for the proposed alteration or removal to the Board. The Board must approve a request under this Section 23.2 within 60 days, unless the proposal fails to comply with the Condominium Act, this Section 23.2, or impairs the structural integrity or mechanical or electrical systems in the Condominium. The failure of the Board to act upon a request within such period shall be deemed approval thereof.

Section 23.3 **Relocation of Boundaries – Adjoining Units.** The boundaries between adjoining Units may not be relocated in any way except in accordance with this Section 23.3.

23.3.1 The Owners of adjoining Units may relocate the boundaries between their Units if the relocation will not adversely affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium.

23.3.2 The Owners desiring to relocate the boundary between the Units must submit a written proposal to the Board and to all Mortgagees of those Units. The proposal must

include complete plans and specifications for accomplishing the relocation and proposed amendments of this Declaration and the Survey Map and Plans. The proposed amendments must reallocate the Allocated Interests of the affected Units in a reasonable manner.

23.3.3 The Board must approve a request under this Section 23.3 within 30 days, unless the proposal fails to comply with the Condominium Act or this Section 23.3, impairs the structural integrity or mechanical or electrical systems in the Condominium, or contains an unreasonable reallocation of Allocated Interests. The failure of the Board to act upon a request within such period shall be deemed approval thereof.

23.3.4 Upon approval, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit Owners, contains words of conveyance between them, and is recorded in the name of the grantor and the grantee. The Association shall record survey maps or plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and identifying numbers.

23.3.5 The Owner or Owners benefited by a relocation of Unit boundaries shall bear all costs associated therewith in proportion to the relative benefits to each such Unit as determined by the Board.

ARTICLE 24 AMENDMENT OF DECLARATION, SURVEY MAP AND PLANS, ARTICLES OR BYLAWS

Section 24.1 Procedures. Except in cases of amendments that may be executed by the Declarant, the Association or certain Owners under other provisions of this Declaration or under the Condominium Act, the Declaration, the Survey Map and Plans, the Articles and the Bylaws may be amended only by vote or agreement of the Owners as specified in this Article.

24.1.1 Any Owner or Owners may propose amendments to the Board. If approved by a majority of the Board, the amendment shall be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners with 20% or more of the votes in the Association then, the Board shall submit the amendment to the members of the Association for their consideration at the next regular or special meeting for which timely notice can be given. The notice for any meeting at which an amendment will be considered shall include the text of the amendment.

24.1.2 Amendments may be adopted at a meeting of the members of the Association or by such alternative methods as allowed by the Bylaws, after such notice as is required by the Bylaws has been given to all persons (including Eligible Mortgagees) entitled to receive notices.

24.1.3 Upon its adoption and the receipt of any necessary consents under this Article, an amendment to the Declaration or the Survey Map and Plans will become effective when it is recorded or filed in the real property records in the county in which the Condominium is located. The amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. No action to challenge the validity of an amendment to the Declaration or Survey Map and Plans adopted by the Association pursuant to this Article may be brought more than one year after the amendment is

recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption.

24.1.4 Amendments under this section shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 24.2 Consent Required. Except as provided in Articles 12, 22 and 23 relating to Development Rights of the Declarant, damage or condemnation of the property, and except in cases of amendments that may be executed by the Declarant under Sections 64.34.232(6) or 64.34.236 of the Condominium Act; the Association under Sections 64.34.060, 220(5), 64.34.228(3), 64.34.244(1), 64.34.248 or 64.34.268(8) of the Condominium Act; or certain Owners under Sections 64.34.228(2), 64.34.244(1), 64.34.248(2) or 64.34.268(2) of the Condominium Act; the percentages of consent of Owners and Mortgagees required for adoption of amendments to the Declaration, the Survey Map and Plans, the Articles and the Bylaws are as follows:

24.2.1 Except as set forth in Section 24.2.2 of this Declaration, an amendment to the Declaration, the Survey Map and Plans, the Articles or the Bylaws shall require the vote or agreement of Unit Owners to which at least 67% of the Voting Interest in the Association is allocated.

24.2.2 An amendment that creates or increases Development Rights or Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, shall require the vote or agreement of (i) the Owner of each Unit particularly affected; (ii) the Declarant, if the Declarant owns a Unit or has the right to exercise any Development Right or Special Declarant Right; and (iii) the Owners other than Declarant to which at least 90% of the Voting Interest in the Association are allocated.

24.2.3 In addition and notwithstanding any other provision of the Governing Documents, to the extent permitted by law, any "material amendments" shall require the consent of Eligible Mortgagees of Units to which are allocated at least 51% of the Voting Interest of Units that are subject to first Mortgages held by Eligible Mortgagees. "Material amendments" are any amendments to the provisions governing:

- (a) voting rights;
- (b) Assessments, Assessment liens, or subordination or priority of such liens;
- (c) reserves for maintenance or repairs of any portion of the Condominium;
- (d) responsibility for maintenance and repair of any portion of the Condominium;
- (e) reallocation of interests in Common Elements or Limited Common Elements or rights to their use;
- (f) redefinition of any Unit boundaries;
- (g) convertibility of Units into Common Elements or Common Elements into Units;

- (h) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) hazard or fidelity insurance requirements;
- (j) imposition of any restrictions on leasing of Units;
- (k) imposition of any restriction on the right of an Owner to sell or transfer a Unit;
- (l) a decision by the Association (if the Condominium contains 50 or more Units) to establish self management if professional management had been required previously by the Governing Documents, Fannie Mae, HUD, VA or FHLMC or similar agency, or by an Eligible Mortgagee;
- (m) restoration or repair (after damage or partial condemnation) in a manner other than specified in the Declaration or Survey Map and Plans; or
- (n) any provision which are for the express benefit of holders, insurers, or guarantors of first Mortgages.

24.2.4 An Eligible Mortgagee who receives a written request to consent to an amendment who does not submit to the requesting party a negative response within 30 days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.

24.2.5 If the Condominium has received a project approval from the VA, the approval of the VA will be required for any amendment to the Declaration, Articles, Bylaws or Survey Map and Plans adopted prior to the Transition Date.

Section 24.3 Limitations on Amendments. No amendment may restrict, eliminate, or otherwise modify any Development Right or Special Declarant Right provided in the Declaration without the consent of the Declarant and any mortgagee of record with a security interest in the Special Declarant Right or in any real property subject thereto, excluding mortgagees of Units owned by persons other than the Declarant.

ARTICLE 25 TERMINATION OF CONDOMINIUM

Section 25.1 Action Required. Except in the case of the taking of all Units by condemnation, the Condominium may be terminated only by agreement of Owners of Units to which at least 80% of the Voting Interest in the Association is allocated and with the consent of Eligible Mortgagees of Units to which are allocated at least 51% of the Voting Interest of Units that are subject to first Mortgages held by Eligible Mortgagees. An Eligible Mortgagee who receives a written request to consent to termination who does not submit to the requesting party a negative response within 30 days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.

Section 25.2 Condominium Act Governs. The provisions of the Condominium Act relating to termination of a condominium contained in RCW 64.34.268, as it may be amended, shall govern the termination of the Condominium, including, but not limited to, the disposition of the real property in the Condominium and the distribution of proceeds from the sale of that real property.

ARTICLE 26 NOTICES

Section 26.1 Form and Delivery of Notice. Unless provided otherwise in this Declaration, all notices given under the provisions of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered upon being deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board, the Owner or the Mortgagee. Notice to the Owner of any Unit shall be sufficient if mailed to the Unit if no other mailing address has been given in writing to the Board. Notices to the Board shall be given to the president or secretary of the Association. Notices to the Declarant shall be given at the following address, or such other address as Declarant may specify in written notice to the Board or the Owners:

Nautica Associates, LLC
4809 122nd Street Southwest
Lakewood, WA 98499

Section 26.2 Notices to Mortgagees. A Mortgagee who has delivered a written request for notices to the Association shall be entitled to receive timely written notice of:

26.2.1 Any proposed amendment of the Declaration or Survey Map and Plans effecting a change in:

- (a) the boundaries of any Unit,
- (b) the exclusive easement rights, if any, appertaining to any Unit,
- (c) the Common Ownership Interests or the Common Expense Liabilities,
- (d) the Voting Interest allocated to any Unit, or
- (e) the purposes to which a Unit or the Common Elements are restricted;

26.2.2 Any proposed termination of condominium status, transfer of any part of the Common Elements or termination of professional management of the Condominium;

26.2.3 Any condemnation loss or casualty loss that affects a material portion of the Condominium or that affects the Unit on which the Mortgagee has Mortgage;

26.2.4 Any delinquency which has continued for 60 days in the payment of Assessments or charges owed by an Owner of a Unit on which the Mortgagee has a Mortgage;

26.2.5 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

26.2.6 Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees under this Declaration or the Condominium Act.

The Mortgagee's request to receive notices must be delivered to the Association in writing, must state the name and address of the Mortgagee and the Identifying Number or address of the Unit on which it holds (or insures or guarantees) a Mortgage.

ARTICLE 27 ASSIGNMENT BY DECLARANT

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

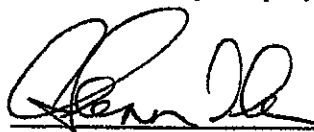
ARTICLE 28 INDEMNIFICATION

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

DECLARANT'S SIGNATURE PAGE FOR CONDOMINIUM DECLARATION

Date: 4/25/06

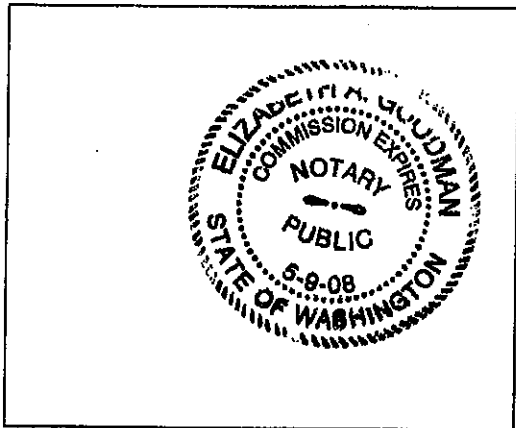
NAUTICA ASSOCIATES, LLC,
a Washington limited liability company


By: 
Glenn Dahmer, Manager

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Glenn Dahmer is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the manager of Nautica Associates, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 25, 2006




Print Name: Elizabeth A. Goodman
Residing at: [illegible]
My appointment expires: 5-9-08

SCHEDULE A
NAUTICA SOUNDVIEW CONDOMINIUMS

DESCRIPTION OF PROPERTY

LOTS 14, 15, 16, 17, 18, 18-A, 19, 19-A, 20, 20-A AND 21, BLOCK 671, PLAT OF EVERETT,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 32, IN
SNOHOMISH COUNTY, WASHINGTON.

**SCHEDULE B
NAUTICA SOUNDVIEW CONDOMINIUMS**

UNIT DATA AND ALLOCATED INTERESTS

- The Unit Number is the Identifying Number of the Unit.
- The Floor Area is the approximate area of the Unit measured to the exterior of the walls. Therefore, the Floor Area is larger than the interior area of the Unit.
- The Level refers to the levels in the building on which the Unit is located.
- "Bed/Baths" shows the number of rooms in the Unit designated primarily as a bedroom followed by the number of bathrooms in the Unit. There are no fireplaces in the Residential Units. There is a fireplace in Unit A101.
- "COI" shows the "Common Ownership Interest" of each Unit based on the formulae set forth in Article 6. Some of those Allocated Interests have been rounded so that the aggregate of those Allocated Interests equals 100.
- "CEL" shows the "Common Expense Liability" of each Unit based on the formulae set forth in Article 6. Some of those Allocated Interests have been rounded so that the aggregate of those Allocated Interests equals 100.
- "Residential CEL" shows the Common Expense Liability for Common Expenses allocated only to the Owners of the Residential Units and not to the Owners of the Commercial Units.
- "VI" shows the "Voting Interest" of each Unit based on the formulae set forth in Article 6. Some of those Allocated Interests have been rounded so that the aggregate of those Allocated Interests equals 100.

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
A101 Commercial	1	836	n/a	0.87%	0.87%	n/a	1
A102 Commercial	1	1027	n/a	1.07%	1.07%	n/a	1
A103	1	581	ST	0.51%	0.51%	0.51%	1
A104	1	704	ST	0.51%	0.51%	0.51%	1
A105	1	903	1BR/1BA	0.70%	0.70%	0.73%	1
A106	1	800	ST	0.51%	0.51%	0.51%	1
A201	2	846	1BR/1BA	0.70%	0.70%	0.73%	1
A202	2	617	1BR/1BA	0.70%	0.70%	0.73%	1
A203	2	416	ST	0.51%	0.51%	0.51%	1
A204	2	1152	2BR/2BA	1.05%	1.05%	1.08%	1
A205	2	779	1BR/1BA	0.70%	0.70%	0.73%	1
A206	2	714	1BR/1BA	0.70%	0.70%	0.73%	1
A207	2	457	ST	0.51%	0.51%	0.51%	1
A208	2	975	2BR/2BA	1.05%	1.05%	1.08%	1
A209	2	980	2BR/2BA	1.05%	1.05%	1.08%	1
A210	2	404	ST	0.51%	0.51%	0.51%	1
A212	2	1110	2BR/2BA	1.05%	1.05%	1.08%	1
A301	3	908	2BR/1BA	1.04%	1.04%	1.08%	1
A302	3	617	1BR/1BA	0.70%	0.70%	0.73%	1
A303	3	416	ST	0.51%	0.51%	0.51%	1
A304	3	1152	2BR/2BA	1.05%	1.05%	1.08%	1
A305	3	779	1BR/1BA	0.70%	0.70%	0.73%	1
A306	3	714	1BR/1BA	0.70%	0.70%	0.73%	1
A307	3	457	ST	0.51%	0.51%	0.51%	1
A308	3	975	2BR/2BA	1.05%	1.05%	1.08%	1
A309	3	980	2BR/2BA	1.05%	1.05%	1.08%	1
A310	3	440	ST	0.51%	0.51%	0.51%	1
A311	3	607	ST	0.51%	0.51%	0.51%	1
A312	3	1110	2BR/2BA	1.05%	1.05%	1.08%	1
A401	4	906	2BR/1BA	1.04%	1.04%	1.08%	1
A402	4	617	1BR/1BA	0.70%	0.70%	0.73%	1
A403	4	416	ST	0.51%	0.51%	0.51%	1
A404	4	1152	2BR/2BA	1.05%	1.05%	1.08%	1
A405	4	779	1BR/1BA	0.70%	0.70%	0.73%	1
A406	4	714	1BR/1BA	0.70%	0.70%	0.73%	1

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
A407	4	457	ST	0.51%	0.51%	0.51%	1
A408	4	975	2BR/2BA	1.05%	1.05%	1.08%	1
A409	4	980	2BR/2BA	1.05%	1.05%	1.08%	1
A410	4	492	ST	0.51%	0.51%	0.51%	1
A411	4	607	ST	0.51%	0.51%	0.51%	1
A412	4	1110	2BR/2BA	1.05%	1.05%	1.08%	1
A501	5	906	2BR/1BA	1.04%	1.04%	1.08%	1
A502	5	617	1BR/1BA	0.70%	0.70%	0.73%	1
A503	5	416	ST	0.51%	0.51%	0.51%	1
A504	5	1117	2BR/2BA	1.05%	1.05%	1.08%	1
A505	5	779	1BR/1BA	0.70%	0.70%	0.73%	1
A506	5	714	1BR/1BA	0.70%	0.70%	0.73%	1
A507	5	457	ST	0.51%	0.51%	0.51%	1
A508	5	975	2BR/2BA	1.05%	1.05%	1.08%	1
A509	5	980	2BR/2BA	1.04%	1.04%	1.08%	1
A510	5	492	ST	0.51%	0.51%	0.51%	1
A511	5	607	1BR/1BA	0.70%	0.70%	0.73%	1
A512	5	1110	2BR/2BA	1.04%	1.04%	1.08%	1
A601	6	906	1BR/1BA	0.70%	0.70%	0.73%	1
A602	6	617	1BR/1BA	0.70%	0.70%	0.73%	1
A603	6	416	ST	0.51%	0.51%	0.51%	1
A604	6	1117	2BR/2BA	1.04%	1.04%	1.08%	1
A605	6	779	1BR/1BA	0.70%	0.70%	0.73%	1
A606	6	714	1BR/1BA	0.70%	0.70%	0.73%	1
A607	6	457	ST	0.51%	0.51%	0.51%	1
A608	6	975	2BR/2BA	1.04%	1.04%	1.08%	1
A609	6	980	2BR/2BA	1.04%	1.04%	1.08%	1
A610	6	492	ST	0.51%	0.51%	0.51%	1
A611	6	606	1BR/1BA	0.70%	0.70%	0.73%	1
A612	6	1110	2BR/2BA	1.04%	1.04%	1.08%	1
B101	1	637	LIVE/WK	0.69%	0.69%	0.72%	1
B102	1	621	LIVE/WK	0.69%	0.69%	0.72%	1
B103	1	732	LIVE/WK	0.69%	0.69%	0.72%	1
B201	2	535	1BR/1BA	0.70%	0.70%	0.73%	1
B202	2	542	1BR/1BA	0.70%	0.70%	0.73%	1
B203	2	562	1BR/1BA	0.70%	0.70%	0.73%	1

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
B204	2	1118	2BR/2BA	1.04%	1.04%	1.08%	1
B205	2	511	ST	0.51%	0.51%	0.51%	1
B206	2	734	1BR/1BA	0.70%	0.70%	0.73%	1
B207	2	464	ST	0.51%	0.51%	0.51%	1
B208	2	982	2BR/2BA	1.04%	1.04%	1.08%	1
B209	2	983	2BR/2BA	1.04%	1.04%	1.08%	1
B210	2	423	ST	0.51%	0.51%	0.51%	1
B211	2	784	1BR/1BA	0.70%	0.70%	0.73%	1
B212	2	883	2BR/2BA	1.04%	1.04%	1.08%	1
B301	3	589	2BR/1BA	1.04%	1.04%	0.73%	1
B302	3	542	1BR/1BA	0.70%	0.70%	0.73%	1
B303	3	562	1BR/1BA	0.70%	0.70%	0.73%	1
B304	3	1118	2BR/2BA	1.04%	1.04%	1.08%	1
B305	3	632	1BR/1BA	0.70%	0.70%	0.73%	1
B306	3	734	1BR/1BA	0.70%	0.70%	0.73%	1
B307	3	464	ST	0.51%	0.51%	0.51%	1
B308	3	982	2BR/2BA	1.04%	1.04%	1.08%	1
B309	3	1004	2BR/2BA	1.04%	1.04%	1.08%	1
B310	3	456	ST	0.51%	0.51%	0.51%	1
B311	3	784	1BR/1BA	0.70%	0.70%	0.73%	1
B312	3	1089	2BR/2BA	1.04%	1.04%	1.08%	1
B401	4	596	2BR/1BA	1.04%	1.04%	0.73%	1
B402	4	542	1BR/1BA	0.70%	0.70%	0.73%	1
B403	4	562	1BR/1BA	0.70%	0.70%	0.73%	1
B404	4	1092	2BR/2BA	1.04%	1.04%	1.08%	1
B405	4	634	1BR/1BA	0.70%	0.70%	0.73%	1
B406	4	734	1BR/1BA	0.70%	0.70%	0.73%	1
B407	4	464	ST	0.51%	0.51%	0.51%	1
B408	4	982	2BR/2BA	1.04%	1.04%	1.08%	1
B409	4	1004	2BR/2BA	1.04%	1.04%	1.08%	1
B410	4	513	ST	0.51%	0.51%	0.51%	1
B411	4	784	1BR/1BA	0.70%	0.70%	0.73%	1
B412	4	1090	2BR/2BA	1.04%	1.04%	1.08%	1
B501	5	596	2BR/1BA	1.04%	1.04%	0.73%	1
B502	5	542	1BR/1BA	0.70%	0.70%	0.73%	1
B503	5	562	1BR/1BA	0.70%	0.70%	0.73%	1

Unit	Level	Floor Area	Bed/Baths	COI	CEL	Residential CEL	VI
B504	5	1088	2BR/2BA	1.04%	1.04%	1.08%	1
B505	5	629	1BR/1BA	0.70%	0.70%	0.73%	1
B506	5	734	1BR/1BA	0.70%	0.70%	0.73%	1
B507	5	464	ST	0.51%	0.51%	0.50%	1
B508	5	982	2BR/2BA	1.04%	1.04%	1.07%	1
B509	5	1004	2BR/2BA	1.04%	1.04%	1.07%	1
B510	5	513	ST	0.51%	0.51%	0.50%	1
B511	5	784	1BR/1BA	0.70%	0.70%	0.72%	1
B512	5	1089	2BR/2BA	1.04%	1.04%	1.07%	1
B601	6	539	1BR/1BA	0.70%	0.70%	0.72%	1
B602	6	542	1BR/1BA	0.70%	0.70%	0.72%	1
B603	6	562	1BR/1BA	0.70%	0.70%	0.72%	1
B604	6	1088	2BR/2BA	1.04%	1.04%	1.07%	1
B605	6	634	1BR/1BA	0.70%	0.70%	0.72%	1
B606	6	734	1BR/1BA	0.70%	0.70%	0.72%	1
B607	6	464	ST	0.51%	0.51%	0.50%	1
B608	6	982	2BR/2BA	1.04%	1.04%	1.07%	1
B609	6	1004	2BR/2BA	1.04%	1.04%	1.07%	1
B610	6	513	ST	0.51%	0.51%	0.50%	1
B611	6	784	1BR/1BA	0.70%	0.70%	0.72%	1
B612	6	1089	2BR/2BA	1.04%	1.04%	1.07%	1
TOTAL		96,386		100.00%	100.00%	100.00%	

SCHEDULE C
Nautica Soundview Condominiums

PARKING AND STORAGE ASSIGNMENTS

- There are a total of 148 covered parking spaces in the Condominium.
- "Parking Spaces" and "Storage Areas" each identify, by reference to their identifying numbers on the Survey Map and Plans, the parking space(s) and storage area(s) allocated to the Unit.

UNIT #	PARKING SPACES	STORAGE AREAS
A101	TBD	TBD
A102	TBD	TBD
A103	TBD	TBD
A104	TBD	TBD
A105	TBD	TBD
A106	TBD	TBD
A201	TBD	TBD
A202	TBD	TBD
A203	TBD	TBD
A204	TBD	TBD
A205	TBD	TBD
A206	TBD	TBD
A207	TBD	TBD
A208	TBD	TBD
A209	TBD	TBD
A210	TBD	TBD
A212	TBD	TBD
A301	TBD	TBD
A302	TBD	TBD
A303	TBD	TBD
A304	TBD	TBD
A305	TBD	TBD
A306	TBD	TBD
A307	TBD	TBD
A308	TBD	TBD
A309	TBD	TBD
A310	TBD	TBD
A311	TBD	TBD
A312	TBD	TBD
A401	TBD	TBD
A402	TBD	TBD
A403	TBD	TBD
A404	TBD	TBD
A405	TBD	TBD
A406	TBD	TBD
A407	TBD	TBD
A408	TBD	TBD
A409	TBD	TBD

UNIT #	PARKING SPACES	STORAGE AREAS
A410	TBD	TBD
A411	TBD	TBD
A412	TBD	TBD
A501	TBD	TBD
A502	TBD	TBD
A503	TBD	TBD
A504	TBD	TBD
A505	TBD	TBD
A506	TBD	TBD
A507	TBD	TBD
A508	TBD	TBD
A509	TBD	TBD
A510	TBD	TBD
A511	TBD	TBD
A512	TBD	TBD
A601	TBD	TBD
A602	TBD	TBD
A603	TBD	TBD
A604	TBD	TBD
A605	TBD	TBD
A606	TBD	TBD
A607	TBD	TBD
A608	TBD	TBD
A609	TBD	TBD
A610	TBD	TBD
A611	TBD	TBD
A612	TBD	TBD
B101	TBD	TBD
B102	TBD	TBD
B103	TBD	TBD
B201	TBD	TBD
B202	TBD	TBD
B203	TBD	TBD
B204	TBD	TBD
B205	TBD	TBD
B206	TBD	TBD
B207	TBD	TBD
B208	TBD	TBD

UNIT #	PARKING SPACES	STORAGE AREAS
B209	TBD	TBD
B210	TBD	TBD
B211	TBD	TBD
B212	TBD	TBD
B301	TBD	TBD
B302	TBD	TBD
B303	TBD	TBD
B304	TBD	TBD
B305	TBD	TBD
B306	TBD	TBD
B307	TBD	TBD
B308	TBD	TBD
B309	TBD	TBD
B310	TBD	TBD
B311	TBD	TBD
B312	TBD	TBD
B401	TBD	TBD
B402	TBD	TBD
B403	TBD	TBD
B404	TBD	TBD
B405	TBD	TBD
B406	TBD	TBD
B407	TBD	TBD
B408	TBD	TBD
B409	TBD	TBD
B410	TBD	TBD
B411	TBD	TBD
B412	TBD	TBD
B501	TBD	TBD
B502	TBD	TBD
B503	TBD	TBD
B504	TBD	TBD
B505	TBD	TBD
B506	TBD	TBD
B507	TBD	TBD
B508	TBD	TBD
B509	TBD	TBD
B510	TBD	TBD

UNIT #	PARKING SPACES	STORAGE AREAS
B511	TBD	TBD
B512	TBD	TBD
B601	TBD	TBD
B602	TBD	TBD
B603	TBD	TBD
B604	TBD	TBD
B605	TBD	TBD
B606	TBD	TBD
B607	TBD	TBD
B608	TBD	TBD
B609	TBD	TBD
B610	TBD	TBD
B611	TBD	TBD
B612	TBD	TBD

Nautica Condominiums
#16854
4/26/2006

Building A

Unit	Square footage
A101	863.09'
A102	1026.64'
A103	581.28'
A104	703.66'
A105	902.50'
A106	800.29'
A201	846.15'
A202	616.93'
A203	415.58'
A204	1152.37'
A205	779.44'
A206	713.60'
A207	456.64'
A208	974.92'
A210	404.08'
A212	1109.77'
A301	908.31'
A302	616.93'
A303	415.58'
A304	1152.37'
A305	779.44'
A306	713.60'
A307	456.64'
A308	974.92'
A309	980.23'
A310	439.59'
A311	606.82'
A312	1109.77'
A401	906.36'
A402	616.93'
A403	415.58'
A404	1152.37'
A405	779.44'
A406	713.60'
A407	456.64'
A408	974.92'
A410	491.57'
A411	606.82'
A412	1109.77'

Unit	Square footage
A501	906.36'
A502	616.93'
A503	415.58'
A504	1116.80'
A505	779.44'
A506	713.60'
A507	456.64'
A508	974.92'
A509	980.23'
A510	491.57'
A511	606.82'
A512	1109.77'
A601	906.36'
A602	616.93'
A603	415.58'
A604	1116.80'
A605	779.44'
A606	713.60'
A607	456.64'
A608	974.92'
A609	980.23'
A610	491.57'
A611	606.35'
A612	1109.77'

Nautica Condominiums

#16854

4/26/2006

Building B

Unit	Square footage
B101	636.54'
B102	620.82'
B103	732.03'
B201	534.55'
B202	542.30'
B203	561.75'
B204	1118.47'
B205	510.58'
B206	734.14'
B207	463.55'
B208	982.24'
B209	982.80'
B210	422.62'
B211	784.27'
B212	882.66'
B301	589.19'
B302	542.30'
B303	561.75'
B304	1118.47'
B305	631.68'
B306	734.14'
B307	463.55'
B308	982.24'
B309	1003.57'
B310	456.15'
B311	784.27'
B312	1089.96'
B401	595.61'
B402	542.30'
B403	561.75'
B404	1091.95'
B405	629.35'
B406	734.14'
B407	463.55'
B408	982.24'
B409	1003.57'
B410	513.48'
B411	784.27'
B412	1089.96'

Unit	Square footage
B501	596.13'
B502	542.30'
B503	561.75'
B504	1088.25'
B505	629.35'
B506	734.14'
B507	463.55'
B508	982.24'
B509	1003.57'
B510	513.48'
B511	784.27'
B512	1088.82'
B601	538.69'
B602	542.30'
B603	561.75'
B604	1088.25'
B605	634.46'
B606	734.14'
B607	463.55'
B608	982.24'
B609	1003.57'
B610	513.48'
B611	784.27'
B612	1088.82'

Nautica Soundview
 Estimated Monthly Dues, by Unit Number
 Updated March 20, 2007

Unit #	Sq. Ft.	Bed/Baths	Est. Dues (Including Util)
A101 Commercial	836	n/a	\$ 121.46
A102 Commercial	1027	n/a	\$ 149.21
A103	581	ST	\$ 123.96
A104	704	ST	\$ 123.96
A105	903	1BR/1BA	\$ 177.43
A106	800	ST	\$ 123.96
A201	846	1BR/1BA	\$ 177.43
A202	617	1BR/1BA	\$ 177.43
A203	416	ST	\$ 123.96
A204	1152	2BR/2BA	\$ 262.49
A205	779	1BR/1BA	\$ 177.43
A206	714	1BR/1BA	\$ 177.43
A207	457	ST	\$ 123.96
A208	975	2BR/2BA	\$ 262.49
A209	980	2BR/2BA	\$ 262.49
A210	404	ST	\$ 123.96
A212	1110	2BR/2BA	\$ 262.49
A301	908	2BR/1BA	\$ 262.49
A302	617	1BR/1BA	\$ 177.43
A303	416	ST	\$ 123.96
A304	1152	2BR/2BA	\$ 262.49
A305	779	1BR/1BA	\$ 177.43
A306	714	1BR/1BA	\$ 177.43
A307	457	ST	\$ 123.96
A308	975	2BR/2BA	\$ 262.49
A309	980	2BR/2BA	\$ 262.49
A310	440	ST	\$ 123.96
A311	607	ST	\$ 123.96
A312	1110	2BR/2BA	\$ 262.49
A401	906	2BR/1BA	\$ 262.49
A402	617	1BR/1BA	\$ 177.43
A403	416	ST	\$ 123.96
A404	1152	2BR/2BA	\$ 262.49
A405	779	1BR/1BA	\$ 177.43
A406	714	1BR/1BA	\$ 177.43
A407	457	ST	\$ 123.96
A408	975	2BR/2BA	\$ 262.49
A409	980	2BR/2BA	\$ 262.49
A410	492	ST	\$ 123.96
A411	607	ST	\$ 123.96
A412	1110	2BR/2BA	\$ 262.49
A501	906	2BR/1BA	\$ 262.49

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Nautica Soundview
 Estimated Monthly Dues, by Unit Number
 Updated March 20, 2007

Unit #	Sq. Ft.	Bed/Baths	Est. Dues (Including Util)
A502	617	1BR/1BA	\$ 177.43
A503	416	ST	\$ 123.96
A504	1117	2BR/2BA	\$ 262.49
A505	779	1BR/1BA	\$ 177.43
A506	714	1BR/1BA	\$ 177.43
A507	457	ST	\$ 123.96
A508	975	2BR/2BA	\$ 262.49
A509	980	2BR/2BA	\$ 262.49
A510	492	ST	\$ 123.96
A511	607	1BR/1BA	\$ 177.43
A512	1110	2BR/2BA	\$ 262.49
A601	906	1BR/1BA	\$ 177.43
A602	617	1BR/1BA	\$ 177.43
A603	416	ST	\$ 123.96
A604	1117	2BR/2BA	\$ 262.49
A605	779	1BR/1BA	\$ 177.43
A606	714	1BR/1BA	\$ 177.43
A607	457	ST	\$ 123.96
A608	975	2BR/2BA	\$ 262.49
A609	980	2BR/2BA	\$ 262.49
A610	492	ST	\$ 123.96
A611	606	1BR/1BA	\$ 177.43
A612	1110	2BR/2BA	\$ 262.49
B101	637	LIVE/WK	\$ 175.00
B102	621	LIVE/WK	\$ 175.00
B103	732	LIVE/WK	\$ 175.00
B201	535	1BR/1BA	\$ 177.43
B202	542	1BR/1BA	\$ 177.43
B203	562	1BR/1BA	\$ 177.43
B204	1118	2BR/2BA	\$ 262.49
B205	511	ST	\$ 123.96
B206	734	1BR/1BA	\$ 177.43
B207	464	ST	\$ 123.96
B208	982	2BR/2BA	\$ 262.49
B209	983	2BR/2BA	\$ 262.49
B210	423	ST	\$ 123.96
B211	784	1BR/1BA	\$ 177.43
B212	883	2BR/2BA	\$ 262.49
B301	589	2BR/1BA	\$ 177.43
B302	542	1BR/1BA	\$ 177.43
B303	562	1BR/1BA	\$ 177.43
B304	1118	2BR/2BA	\$ 262.49
B305	632	1BR/1BA	\$ 177.43
B306	734	1BR/1BA	\$ 177.43
B307	464	ST	\$ 123.96

Nautica Soundview
 Estimated Monthly Dues, by Unit Number
 Updated March 20, 2007

Unit #	Sq. Ft.	Bed/Baths	Est. Dues (Including Util)
B308	982	2BR/2BA	\$ 262.49
B309	1004	2BR/2BA	\$ 262.49
B310	456	ST	\$ 123.96
B311	784	1BR/1BA	\$ 177.43
B312	1089	2BR/2BA	\$ 262.49
B401	596	2BR/1BA	\$ 177.43
B402	542	1BR/1BA	\$ 177.43
B403	562	1BR/1BA	\$ 177.43
B404	1092	2BR/2BA	\$ 262.49
B405	634	1BR/1BA	\$ 177.43
B406	734	1BR/1BA	\$ 177.43
B407	464	ST	\$ 123.96
B408	982	2BR/2BA	\$ 262.49
B409	1004	2BR/2BA	\$ 262.49
B410	513	ST	\$ 123.96
B411	784	1BR/1BA	\$ 177.43
B412	1090	2BR/2BA	\$ 262.49
B501	596	2BR/1BA	\$ 177.43
B502	542	1BR/1BA	\$ 177.43
B503	562	1BR/1BA	\$ 177.43
B504	1088	2BR/2BA	\$ 262.49
B505	629	1BR/1BA	\$ 177.43
B506	734	1BR/1BA	\$ 177.43
B507	464	ST	\$ 121.52
B508	982	2BR/2BA	\$ 260.06
B509	1004	2BR/2BA	\$ 260.06
B510	513	ST	\$ 121.52
B511	784	1BR/1BA	\$ 175.00
B512	1089	2BR/2BA	\$ 260.06
B601	539	1BR/1BA	\$ 175.00
B602	542	1BR/1BA	\$ 175.00
B603	562	1BR/1BA	\$ 175.00
B604	1088	2BR/2BA	\$ 260.06
B605	634	1BR/1BA	\$ 175.00
B606	734	1BR/1BA	\$ 175.00
B607	464	ST	\$ 121.52
B608	982	2BR/2BA	\$ 260.06
B609	1004	2BR/2BA	\$ 260.06
B610	513	ST	\$ 121.52
B611	784	1BR/1BA	\$ 175.00
B612	1089	2BR/2BA	\$ 260.06
TOTAL	96,386		\$ 294,907.94

NAUTICA SOUNDVIEW CONDOMINIUMS

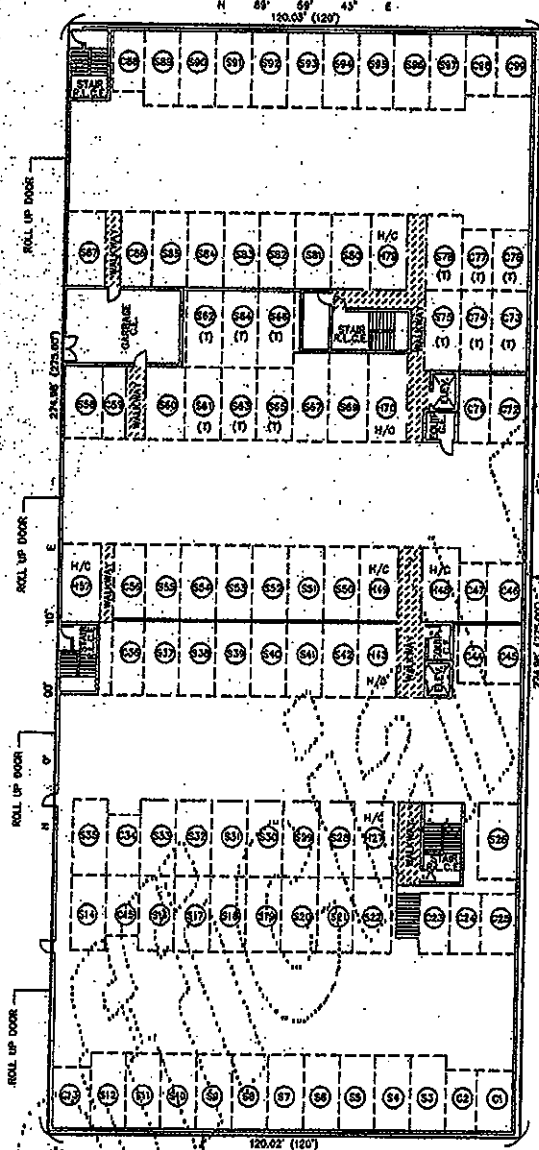


FIG. QTY STANDARD
1/101, 1/1 CASE
2-2005

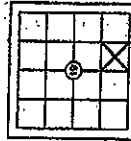
FIG. QTY STANDARD
1/101, 1/1 CASE
2-2005

GRAPHIC SCALE



1 inch = 20 ft.
BASED ON SOURCE: ASSUMED MAGNETIC NORTH

SURVEY INSTRUMENT USED: 5" TRANSIT THEODOLITE
SURVEY PROCEDURE: CLOSED TRAVERSE
SURVEY PROGRAM: EXCEEDS 1:10,000



DATUM: ASSUMED

LEVEL P2
SHEET 3 OF 15

AUDITOR'S FILE NO. 2006.04275083

NAUTICA

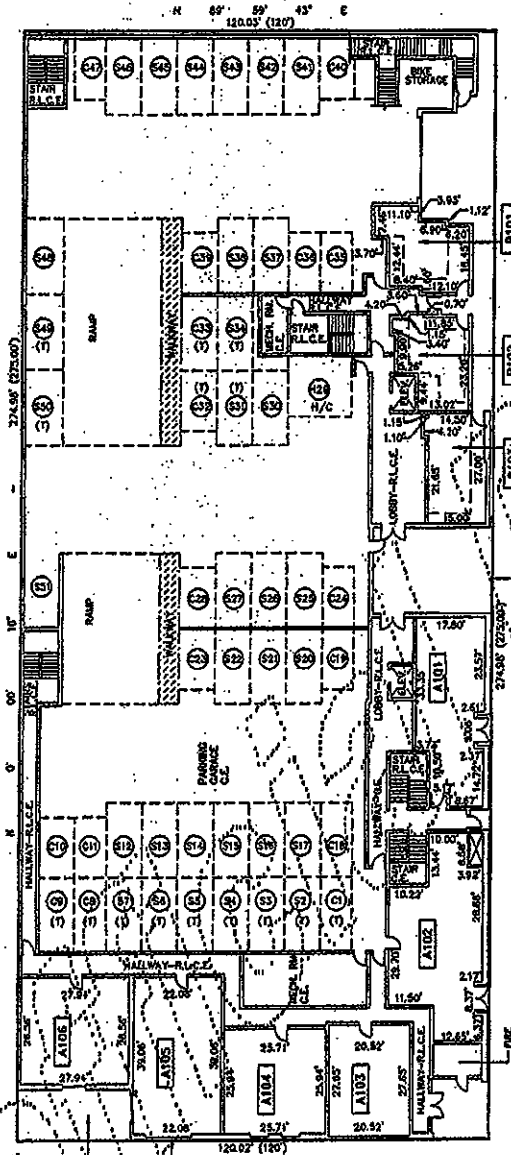
CASCADE SURVEYING
& ENGINEERING, INC.

Engineers Surveyors Planners



PORTIN SHIVA, SE/14, SEC.19, TWP.28N, RGE.5E, W.1E
NAD 83/11 - PLANNING UNIT - FIELD BOOK 3, DATED 10/7/20
DATE: 12/2/2009, REVISED: 12/2/2009 BY: JAA

NAUTICA SOUNDVIEW CONDOMINIUMS



NOTE:
FRESH FLOOR-BUILDING A = 103.07'
CEILING HEIGHT-BUILDING A = 111.21'
FRESH FLOOR (BUILDING B) = 96.55'
CEILING HEIGHT (BUILDING B) = 111.25'

LEADS:

- ~ POLICE ~ RESIDENTIAL-ARMED COMMON ELEMENT
- ~ L.C.E. ~ UNITED COMMON ELEMENT
- ~ G.E. ~ COMMON ELEMENT
- ~ (2) ~ DENOTES L.A.E. PANAMA SPACE
- ~ H/W ~ DENOTES HUMACAP PARADISE SPACE
- ~ (7) ~ DENOTES JAMCOR PARADISE STAGE

GRAPHIC SCALE

1 inch - 20 ft.
BASIS OF BEARINGS: ASSUMED MAGNETIC NORTH

- SURVEY INSTRUMENT USED: 5" TRIMBLE 56050R200+
- SURVEY PROCEDURE: CLOSED TRAVERSE
- SURVEY PRECISION: EXCEEDS ±10,000.

NOTE:
AREA CALCULATIONS INCLUDE TO
OUTSIDE OF EXTERIOR WALLS.



426-04

DATUM: ASSUMED

NAUTICA

AUDITOR'S FILE NO. 200604275083



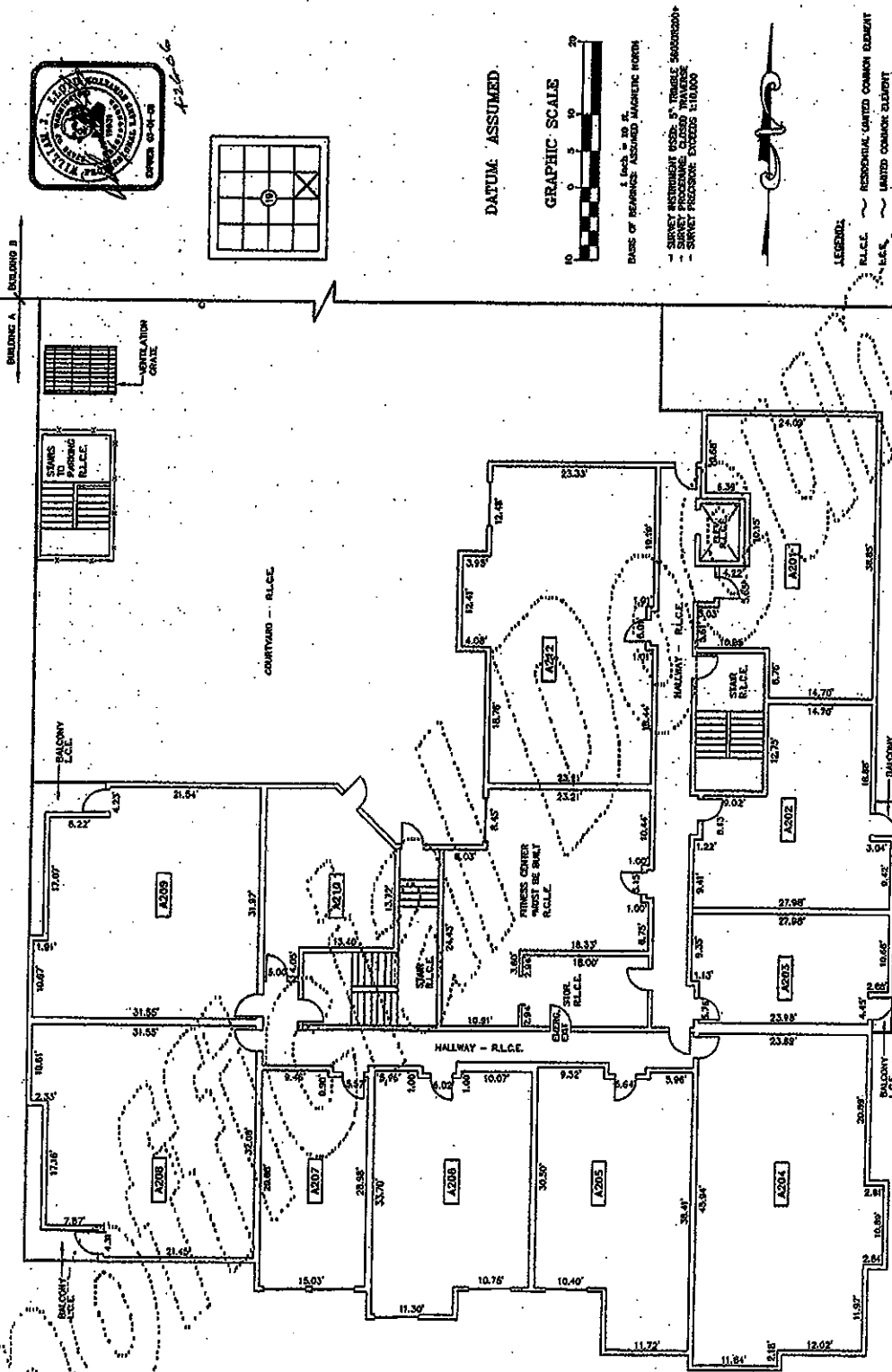
**CASCADE SURVEYING
& ENGINEERING, INC.**

Engineers Surveyors Planners
ARLINGTON, VA
105 E. DOWNEY RD Box 326 90223
(800) 435-5531
FAX 435-4012

PORTN SW174, SE1/4, SEC.19, TWP.29N, RGE.5E, W.M.
JOB# 14854: DRAWN BY: LAF. FIELD BOOK J-EV. 19/29
DATE: 2/27/2005. REISSUED: CHECKED BY: WL

LEVEL P1/L1
SHEET 4 OF 15

NAUTICA SOUNDVIEW CONDOMINIUMS



DATUM: ASSUMED.



1 fath = 10 ft.
BASIS OF BEARINGS: ASSUMED MAGNETIC NORTH

- SURVEY INSTRUMENT USED: 5" TRIANGLE 5603080200+
- SURVEY PROCEDURE: CLOSED TRAVERSE
- SURVEY PRECISION: EXCEEDS 1:10,000

Legend:

- RESIDENTIAL LIMITED COMMON ELEMENT
LIMITED COMMON ELEMENT
COMMON ELEMENT
STORAGE AREA
DONOR'S FENCE

NOTE: AREA CALCULATIONS INCLUDE TOOTHING OF EXTERIOR WALL

NOTE:
FRESH FLOOR = 117.23'
CEILING HEIGHT = 125.41'

NAUTICA

AUDITOR'S FILE NO. 200604275083

**CASCADE SURVEYING
& ENGINEERING, INC.**

Engineers · Surveyors · Planners

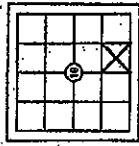
105 E. Division-PO Box 326 98223
Bellingham, WA

PORT N SW 1/4, SEC 19, TWP 29N, RGE 5E, WM.
COON ISSUES DRAWN BY LAF. FIELD BOOK 1 BY 10720
DATE: 2/27/2008 REVISED: AUGUST 01, 02.

NAUTICA SOUNDVIEW CONDOMINIUMS



42206



DATUM: ASSUMED

GRAPHIC SCALE



1 inch = 10 ft.

BASE OF BEARINGS ASSUMED MAGNETIC NORTH

- SURVEY INSTRUMENT USED: 2" TRANSIT
- SURVEY PROCEDURE: CLOSED TRAVERSE
- SURVEY PROCEDURE: EXCEEDS 1:10,000

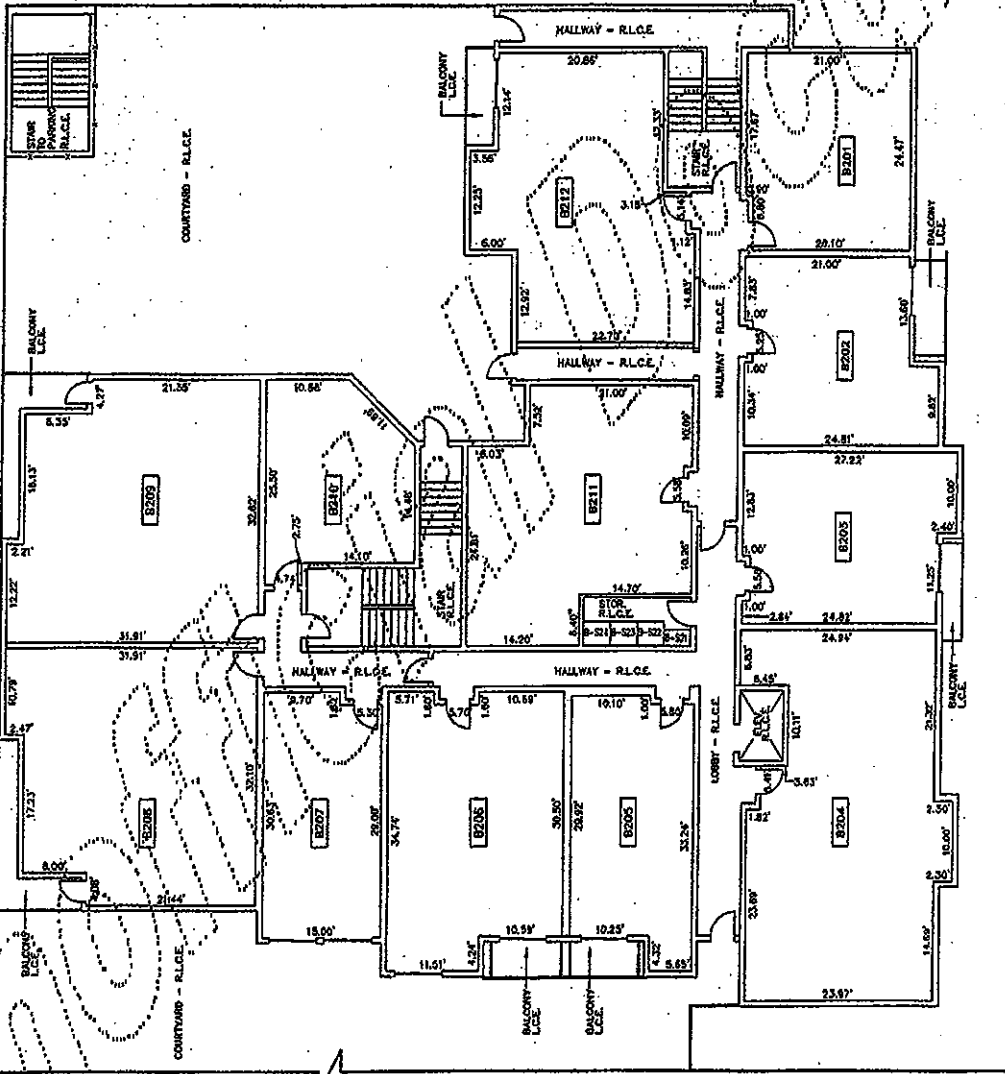


LEGEND:

- RLCE ~ RESIDENTIAL LIMITED COMMON ELEMENT
- CLCE ~ COMMON ELEMENT
- CL ~ COMMON ELEMENT
- STOR ~ STORAGE AREA
- DEVELOP ~ DEVELOP

BUILDING B
LEVEL 2
SHEET 5 OF 15

PORTIN SW1/4 SEC 19, T42N, R10E, W1E, WA
JULY 1984
DATE: 12/27/2002
BY: JLR



NOTE:
AREA CALCULATIONS INCLUDE TO
OUTSIDE OF EXTERIOR WALLS.

NOTE:
FINISH FLOOR = 112.94'
CEILING HEIGHT = 121.62'

NAUTICA

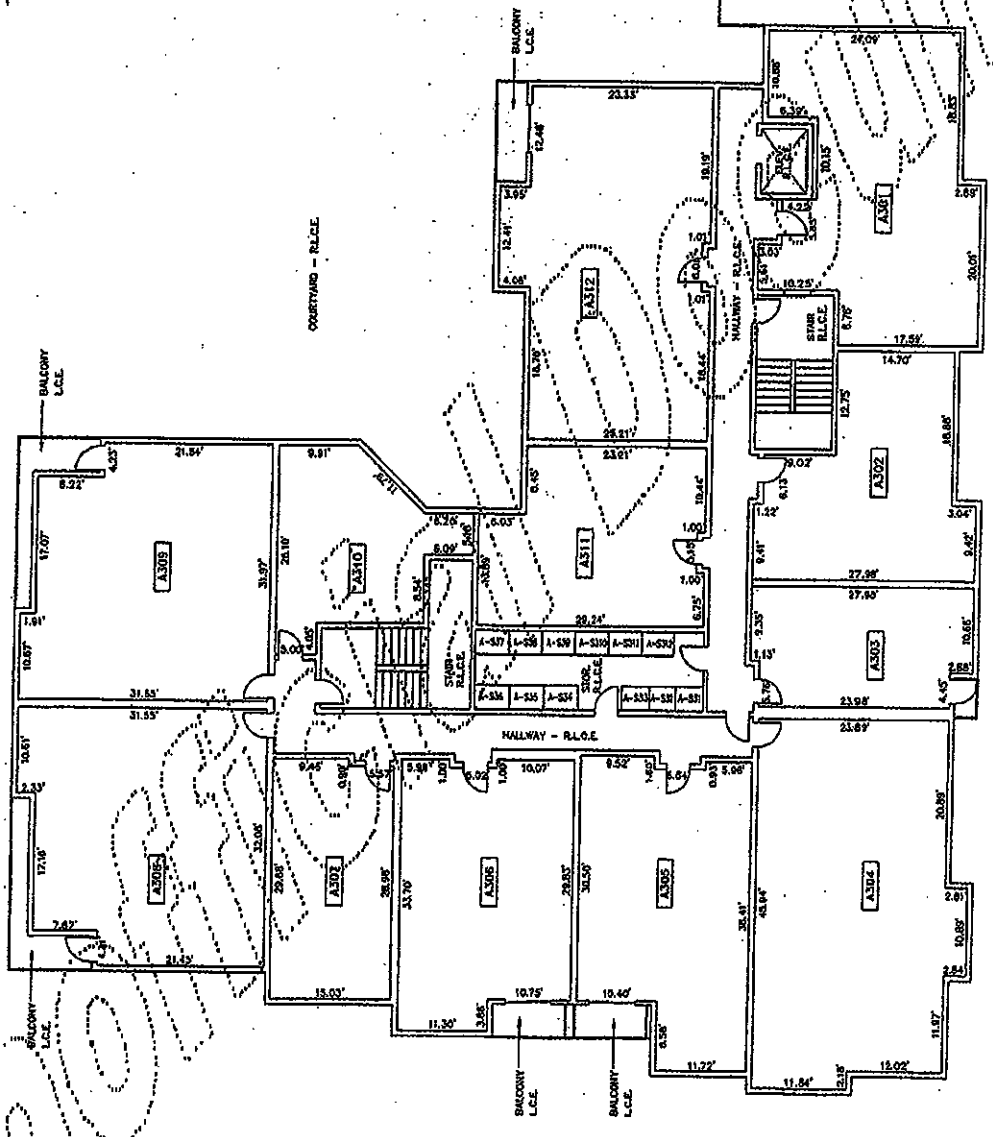
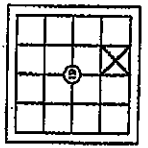
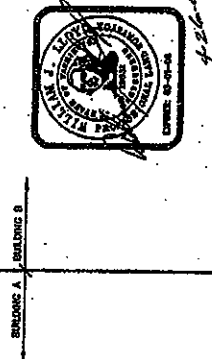
AUTOR'S FILE NO. 200604275083

CASCADE SURVEYING
& ENGINEERING, INC.



Engineers Surveyors Planners
ARLINGTON, WA
105 E. 10TH AVE. SUITE 200
PH: 425-4012
FAX: 425-4012

NAUTICA SOUNDVIEW CONDOMINIUMS



DATUM ASSUMED
GRAPHIC SCALE
1 inch = 10 ft
BASE OF MEASUREMENT ASSUMED MARINE NORTH

SURVEY INSTRUMENT USED: 5" INSIDE SHOOTING
SURVEY PROCEDURE: CLOSED TRAVERSE
SURVEY MEASUREMENT: CLOSURE ERROR

LEGEND

- RL.CE. ~~~~~ RESIDENTIAL UNITED COMMON ELEMENT
- CE. ~~~~~ UNITED COMMON ELEMENT
- CE. ~~~~~ COMMON ELEMENT
- STOR. ~~~~~ STORAGE AREA

NOTE: CALCULATIONS INCLUDE 10 OUTSIDE OF EXTERIOR WALLS

NOTE: FINISH FLOOR = 128.19' CEILING HEIGHT = 13A.19'

NAUTICA

AUDITOR'S FILE NO. 206604275083

CASCADE SURVEYING & ENGINEERING, INC.



Engineers: *Surveyors* Planners

100 E. OAKLAND ST. SUITE 200
SEASIDE, CA 92138
TEL: 714.441.1111 FAX: 714.441.1112

FORTN SW17A, SEC. 10, T1P. 23N, R12E, S1E, W1/4
J08E M05A, J04W N10, J04E P00N, J04E P00N
DATE: 2/22/2000 REVISED: 4/10/00

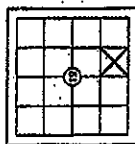
BUILDING A
LEVEL 3
SHEET 7 OF 15

NAUTICA

**CASCADE SURVEYING
& ENGINEERING, INC.**

ARLINGTON, VA
103 E. DIVISION RD Box 326 98223
(360) 435-5551
FAX 435-4012

PORT N SW 1/4, SE 1/4, SEC 19, TWP 29N, RGE 5E, W.M.
 200P 18834 GRASSY LN. FIELD BOOK 7 6/19/20
 DATE: 2/22/2008 REVISOR: -- DECEMBER 2004



DATUM: ASSUMED

GRAPHIC SCALE



2

1 inch = 10 ft.
VISC. ASSUMED MAGNETIC NORTH

-- SURVEY INSTRUMENT USED: 5" TRIMBLE S8000R2004
 -- SURVEY PROCEDURE: CLOSED TRAVERSE
 -- SURVEY PRECISION: EXCEEDS 1:10,000



• UNLESS

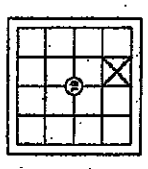
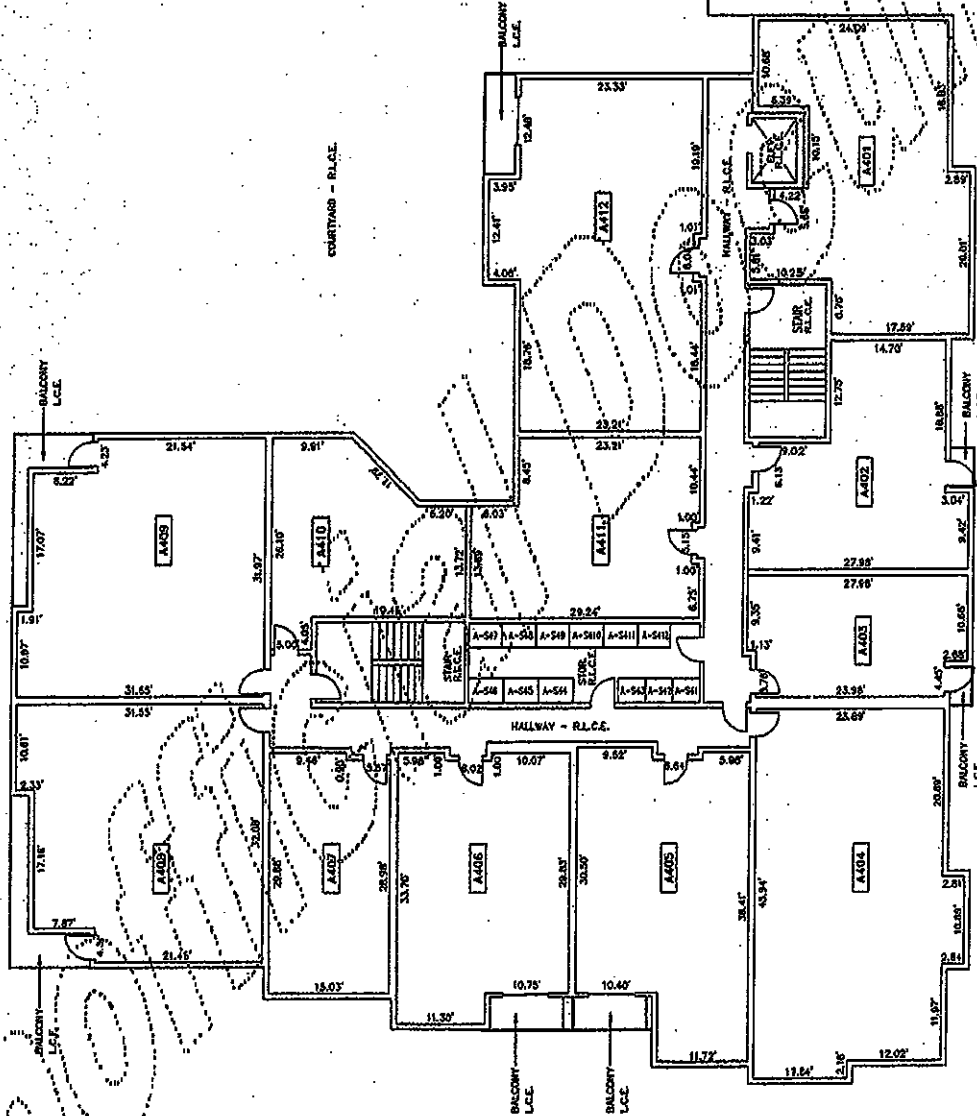
R.L.C. ~ RESIDENTIAL LIMITED COMMON ELEMENT
 U.L.C. ~ UNITED COMMON ELEMENT
 C.C. ~ COMMON ELEMENT
 S.T.A. ~ STORAGE AREA

NOTE: AREA CALCULATIONS INCLUDE TO OUTSIDE OF EXTERIOR WALLS.

NOTE:
FINISH FLOOR = 121.73'
CEILING HEIGHT = 128.73'

BUILDING B
LEVEL 3
SHEET 8 OF 10

NAUTICA SOUNDVIEW CONDOMINIUMS



DATUM: ASSUMED

GRAPHIC SCALE:



1 inch = 10 ft.
BASE OF MEASURES ASSUMED MAGNETIC NORTH

- SURVEY INSTRUMENTS: 5" WABBLE 500000000+
- SURVEY PROCEDURE: TOTAL STATION
- SURVEY PRECISION: EXCEEDS 1/10,000



LEGEND:

- RL.C.E. RESIDENTIAL LIMITED COMMON ELEMENT
- L.C.E. LIMITED COMMON ELEMENT
- C.E. COMMON ELEMENT
- STOR. STORAGE AREA

NOTE: CHANGING WALLE TO OUTSIDE OF EXTERIOR WALLS.

NOTE: FINISH FLOOR = 134.11'
CEILING HEIGHT = 143.85'

NAUTICA

AUDITOR'S FILE NO. 200604275083

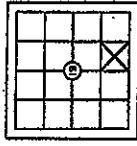
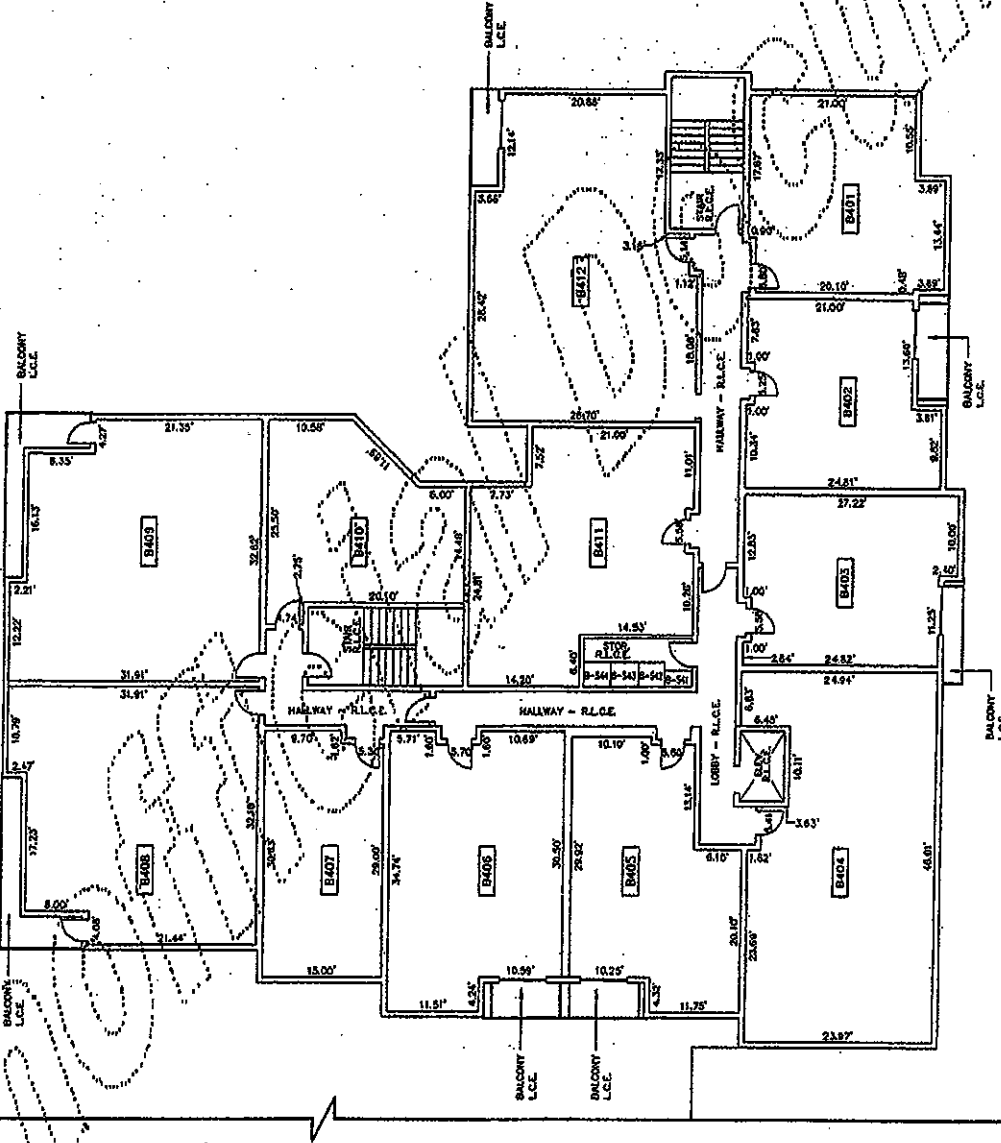
CASCADE SURVEYING & ENGINEERING, INC.

Engineers Surveyors Planners
105 E. DAVENPORT, SUITE 300
SEASIDE, WA 98072
TEL: 425-4012

BUILDING A
LEVEL 4
SHEET 9 OF 15

PORTN SH/24, SE1/4, SEC.19, TWP.29N, R.10E, SE. W.4
JAN. 1985. DRAWN BY L.E. FIELD BOOK 7, CY 17/25
DATE: 2/22/2005 REVIEWED: CASCADEN BY: NA

NAUTICA SOUNDVIEW CONDOMINIUMS



DATUM: ASSUMED

GRAPHIC SCALE



1 inch = 20 ft.

BASE OF BEARING: ASSUMED NAD83 NORTH

- SURVEY INSTRUMENT USED: 2" TRANSIT
- SURVEY PROCEDURE: CLASSIC TRIANGULATION
- SURVEY PRECISION: EXCEEDS 1:10,000



LEGEND:

- ~ RLCE ~ RESIDENTIAL LIMITED COMMON ELEMENT
- ~ LCE ~ LIMITED COMMON ELEMENT
- ~ CE ~ COMMON ELEMENT
- ~ STOR ~ STORAGE AREA

NOTE: AREA CALCULATIONS INQUIRE TO OUTSIDE OF EXTERIOR WALLS.

NOTE: FINISH FLOOR = 130.70' CEILING HEIGHT = 130.76'

BUILDING B
LEVEL 4
SHEET 10 OF 15

NAUTICA

AUDITOR'S FILE NO. 200604275083

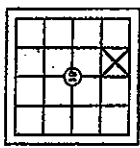
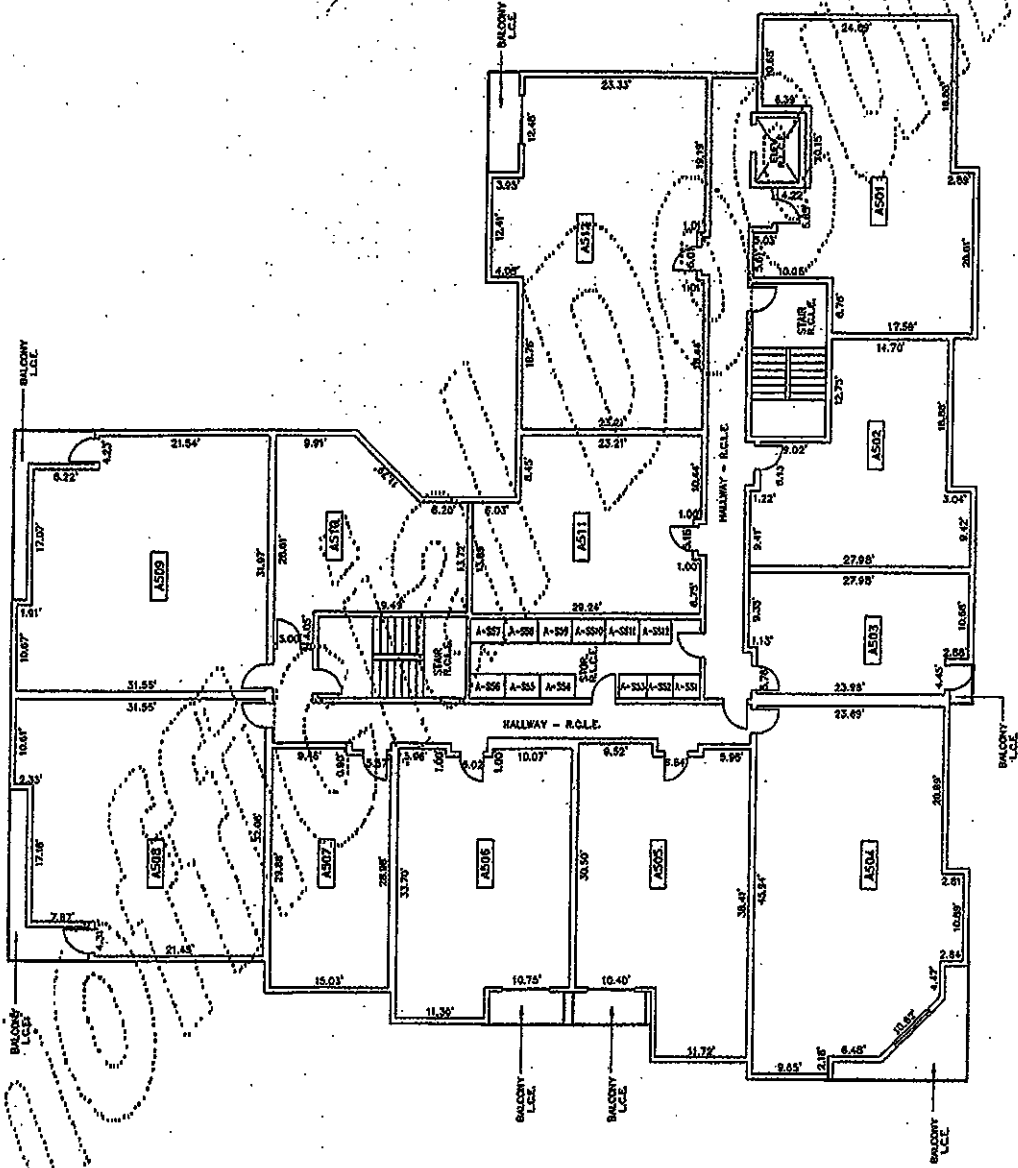
CASCADE SURVEYING & ENGINEERING, INC.

Engineers Surveyors Planners
105 E. 9th Street, Suite 200
Portland, OR 97232
503.465.3551
FAX 503.401.4012



PORTLAND, SE 1/4 SEC 19, TWP 23N, RANGE 12W, W.M.
JULY 1988, PLAT 100, FILED IN 1988, P. 21, 1973
DATE: 12/22/2006, REVISION: 1
DESIGNED BY: N.E.

NAUTICA SOUNDVIEW CONDOMINIUMS



DATUM: ASSUMED

GRAPHIC SCALE



1 inch = 10 ft.
BASE OF REVISION: ASSUMED METRIC NORTH

SURVEY INSTRUMENT USED: 5" TRANSIT 660000000
SURVEY PROCEDURE: CLOSED TRAVERSE
SURVEY PROCEDURE: OPEN TRAVERSE



LEGEND:

- BLDG ~ RESIDENTIAL LIMITED COMMON EIGHT
- CLC ~ LIMITED COMMON EIGHT
- CLE ~ COMMON EIGHT
- STOR ~ STORAGE AREA

NOTE: CALCULATIONS BASED ON
CEILING HEIGHT = 10.00'

BUILDING A
LEVEL 5
SHEET -11 OF 15

NAUTICA

AUDITOR'S FILE NO. 20060475073

CASCADE SURVEYING
& ENGINEERING, INC.

Engineers - Surveyors - Planners
ALBUQUERQUE, NM
100 S. BRADLEY RD. SUITE 200
ALBUQUERQUE, NM 87102
TEL: 505-261-1010

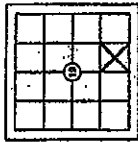


PURVIS SWITZ, SEI/AI, SEC. 19, TWP. 23N, R. 10E, S. 14E, N.M.
JANUARY 1984, JOURNAL BY: J.A. FIELD BOOK T. 10-19720
DATE: 2/27/2000 (REVISED)
CHECKED BY: J.A.

This is a detailed floor plan of a multi-unit residential building, likely a dormitory or apartment complex. The plan shows several units, each with a unique identifier (e.g., A601, A602, A603, A604, A605, A606, A607, A608, A609, A610, A611, A612). Units are arranged around a central hallway and staircase. The plan includes dimensions for rooms, hallways, and balconies. A large, irregularly shaped area in the center is marked with a dashed line and labeled 'DORM. BLDG.'.

The plan includes the following features and dimensions:

- Units:** A601, A602, A603, A604, A605, A606, A607, A608, A609, A610, A611, A612.
- Hallways:** HALLWAY - R.L.C. (multiple locations).
- Staircase:** STAIR PLACE.
- Balconies:** BALCONY L.C.L. (multiple locations).
- Dimensions:** Various room and hallway dimensions are provided, such as 10.07', 10.40', 10.75', 11.30', 11.92', 12.48', 12.76', 13.33', 13.43', 13.77', 14.00', 14.70', 15.03', 15.05', 15.07', 15.09', 15.13', 15.15', 15.17', 15.19', 15.21', 15.23', 15.25', 15.27', 15.29', 15.31', 15.33', 15.35', 15.37', 15.39', 15.41', 15.43', 15.45', 15.47', 15.49', 15.51', 15.53', 15.55', 15.57', 15.59', 15.61', 15.63', 15.65', 15.67', 15.69', 15.71', 15.73', 15.75', 15.77', 15.79', 15.81', 15.83', 15.85', 15.87', 15.89', 15.91', 15.93', 15.95', 15.97', 15.99', 16.01', 16.03', 16.05', 16.07', 16.09', 16.11', 16.13', 16.15', 16.17', 16.19', 16.21', 16.23', 16.25', 16.27', 16.29', 16.31', 16.33', 16.35', 16.37', 16.39', 16.41', 16.43', 16.45', 16.47', 16.49', 16.51', 16.53', 16.55', 16.57', 16.59', 16.61', 16.63', 16.65', 16.67', 16.69', 16.71', 16.73', 16.75', 16.77', 16.79', 16.81', 16.83', 16.85', 16.87', 16.89', 16.91', 16.93', 16.95', 16.97', 16.99', 17.01', 17.03', 17.05', 17.07', 17.09', 17.11', 17.13', 17.15', 17.17', 17.19', 17.21', 17.23', 17.25', 17.27', 17.29', 17.31', 17.33', 17.35', 17.37', 17.39', 17.41', 17.43', 17.45', 17.47', 17.49', 17.51', 17.53', 17.55', 17.57', 17.59', 17.61', 17.63', 17.65', 17.67', 17.69', 17.71', 17.73', 17.75', 17.77', 17.79', 17.81', 17.83', 17.85', 17.87', 17.89', 17.91', 17.93', 17.95', 17.97', 17.99', 18.01', 18.03', 18.05', 18.07', 18.09', 18.11', 18.13', 18.15', 18.17', 18.19', 18.21', 18.23', 18.25', 18.27', 18.29', 18.31', 18.33', 18.35', 18.37', 18.39', 18.41', 18.43', 18.45', 18.47', 18.49', 18.51', 18.53', 18.55', 18.57', 18.59', 18.61', 18.63', 18.65', 18.67', 18.69', 18.71', 18.73', 18.75', 18.77', 18.79', 18.81', 18.83', 18.85', 18.87', 18.89', 18.91', 18.93', 18.95', 18.97', 18.99', 19.01', 19.03', 19.05', 19.07', 19.09', 19.11', 19.13', 19.15', 19.17', 19.19', 19.21', 19.23', 19.25', 19.27', 19.29', 19.31', 19.33', 19.35', 19.37', 19.39', 19.41', 19.43', 19.45', 19.47', 19.49', 19.51', 19.53', 19.55', 19.57', 19.59', 19.61', 19.63', 19.65', 19.67', 19.69', 19.71', 19.73', 19.75', 19.77', 19.79', 19.81', 19.83', 19.85', 19.87', 19.89', 19.91', 19.93', 19.95', 19.97', 19.99', 20.01', 20.03', 20.05', 20.07', 20.09', 20.11', 20.13', 20.15', 20.17', 20.19', 20.21', 20.23', 20.25', 20.27', 20.29', 20.31', 20.33', 20.35', 20.37', 20.39', 20.41', 20.43', 20.45', 20.47', 20.49', 20.51', 20.53', 20.55', 20.57', 20.59', 20.61', 20.63', 20.65', 20.67', 20.69', 20.71', 20.73', 20.75', 20.77', 20.79', 20.81', 20.83', 20.85', 20.87', 20.89', 20.91', 20.93', 20.95', 20.97', 20.99', 21.01', 21.03', 21.05', 21.07', 21.09', 21.11', 21.13', 21.15', 21.17', 21.19', 21.21', 21.23', 21.25', 21.27', 21.29', 21.31', 21.33', 21.35', 21.37', 21.39', 21.41', 21.43', 21.45', 21.47', 21.49', 21.51', 21.53', 21.55', 21.57', 21.59', 21.61', 21.63', 21.65', 21.67', 21.69', 21.71', 21.73', 21.75', 21.77', 21.79', 21.81', 21.83', 21.85', 21.87', 21.89', 21.91', 21.93', 21.95', 21.97', 21.99', 22.01', 22.03', 22.05', 22.07', 22.09', 22.11', 22.13', 22.15', 22.17', 22.19', 22.21', 22.23', 22.25', 22.27', 22.29', 22.31', 22.33', 22.35', 22.37', 22.39', 22.41', 22.43', 22.45', 22.47', 22.49', 22.51', 22.53', 22.55', 22.57', 22.59', 22.61', 22.63', 22.65', 22.67', 22.69', 22.71', 22.73', 22.75', 22.77', 22.79', 22.81', 22.83', 22.85', 22.87', 22.89', 22.91', 22.93', 22.95', 22.97', 22.99', 23.01', 23.03', 23.05', 23.07', 23.09', 23.11', 23.13', 23.15', 23.17', 23.19', 23.21', 23.23', 23.25', 23.27', 23.29', 23.31', 23.33', 23.35', 23.37', 23.39', 23.41', 23.43', 23.45', 23.47', 23.49', 23.51', 23.53', 23.55', 23.57', 23.59', 23.61', 23.63', 23.65', 23.67', 23.69', 23.71', 23.73', 23.75', 23.77', 23.79', 23.81', 23.83', 23.85', 23.87', 23.89', 23.91', 23.93', 23.95', 23.97', 23.99', 24.01', 24.03', 24.05', 24.07', 24.09', 24.11', 24.13', 24.15', 24.17', 24.19', 24.21', 24.23', 24.25', 24.27', 24.29', 24.31', 24.33', 24.35', 24.37', 24.39', 24.41', 24.43', 24.45', 24.47', 24.49', 24.51', 24.53', 24.55', 24.57', 24.59', 24.61', 24.63', 24.65', 24.67', 24.69', 24.71', 24.73', 24.75', 24.77', 24.79', 24.81', 24.83', 24.85', 24.87', 24.89', 24.91', 24.93', 24.95', 24.97', 24.99', 25.01', 25.03', 25.05', 25.07', 25.09', 25.11', 25.13', 25.15',



DATUM: ASSUMED

GRAPHIC SCALE



1 book - 10 ft.

1 block -- 10 ft.
BASIS OF BEARINGS ASSUMED MAGNETIC NORTH

-- SURVEY INSTRUMENT USED: 5" VERBIE 66450R2004
-- SURVEY PROCEDURE: CLOSED TRAVERSE
-- SURVEY PROCEDURE EXCEEDS 1:10,000

LEGEND:

PLC.E	~	RESERVE/AL UNITED COMMON ELEMENT
UCL.E	~	UNITED COMMON ELEMENT
C.E	~	COMMON ELEMENT
STOR.	~	STORAGE AREA

NOTE: FINISH FLOOR = 132.99'
CEILING HEIGHT = 161.07'

NOTE:
FIXED FLOOR = 152.99'
CEILING HEIGHT = 161.07'

NAUTICA

AUDITOR'S FILE NO. 200604275083

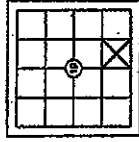
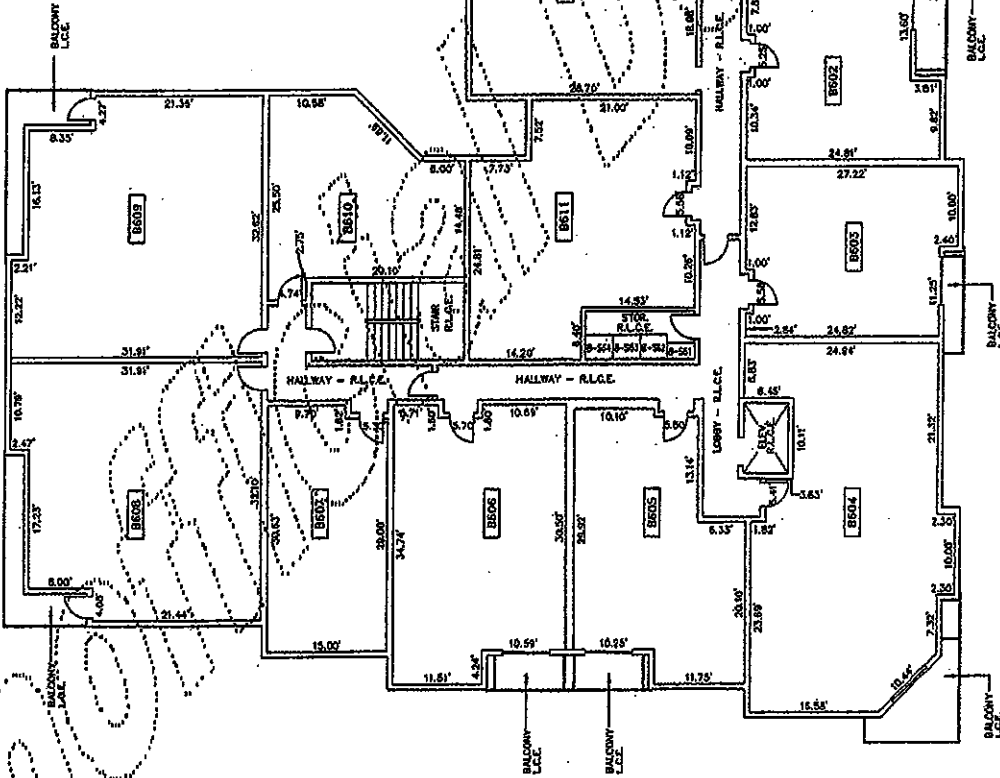
BUILDING A
LEVEL 6
SHEET--13 OF

**CASCADE SURVEYING
& ENGINEERING, INC.**

Engineers' Surveyors Planners
ARLINGTON, VA
105 E. DAVENPORT RD. BOX 326 08223
(301)433-5551

PORTN SW1/4, SE1/4, SEC.19, TWP.29N, R02E5E, W.M.
 JOHN 16054 - DRAWN BY LAF - FIELD BOOKS 7, EX. 19720
 DATE 2/27/2006 REVISED - CH 0000 BY 322

NAUTICA SOUNDVIEW CONDOMINIUMS



DATUM ASSUMED

GRAPHIC SCALE



1 inch = 10 feet

BASE OF BEARING ASSUMED MAGNETIC NORTH



LEGEND

- RLCE ~ RESIDENTIAL LIMITED COMMON ELEMENT
- LCE ~ LIMITED COMMON ELEMENT
- CE ~ COMMON ELEMENT
- STOR ~ STORAGE AREA

NOTE: DIMENSIONS INCLUDE TO CENTER OF EXISTING WALL.

NOTE: FINISH FLOOR - 14.5'±

NOTE: CEILING HEIGHT - 10.0'±

BUILDING B

LEVEL 6

SHEET 14 OF 15

AUDITOR'S FILE NO. 200004275083

NAUTICA

CASCADE SURVEYING
& ENGINEERING, INC.

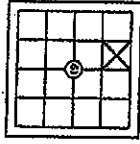
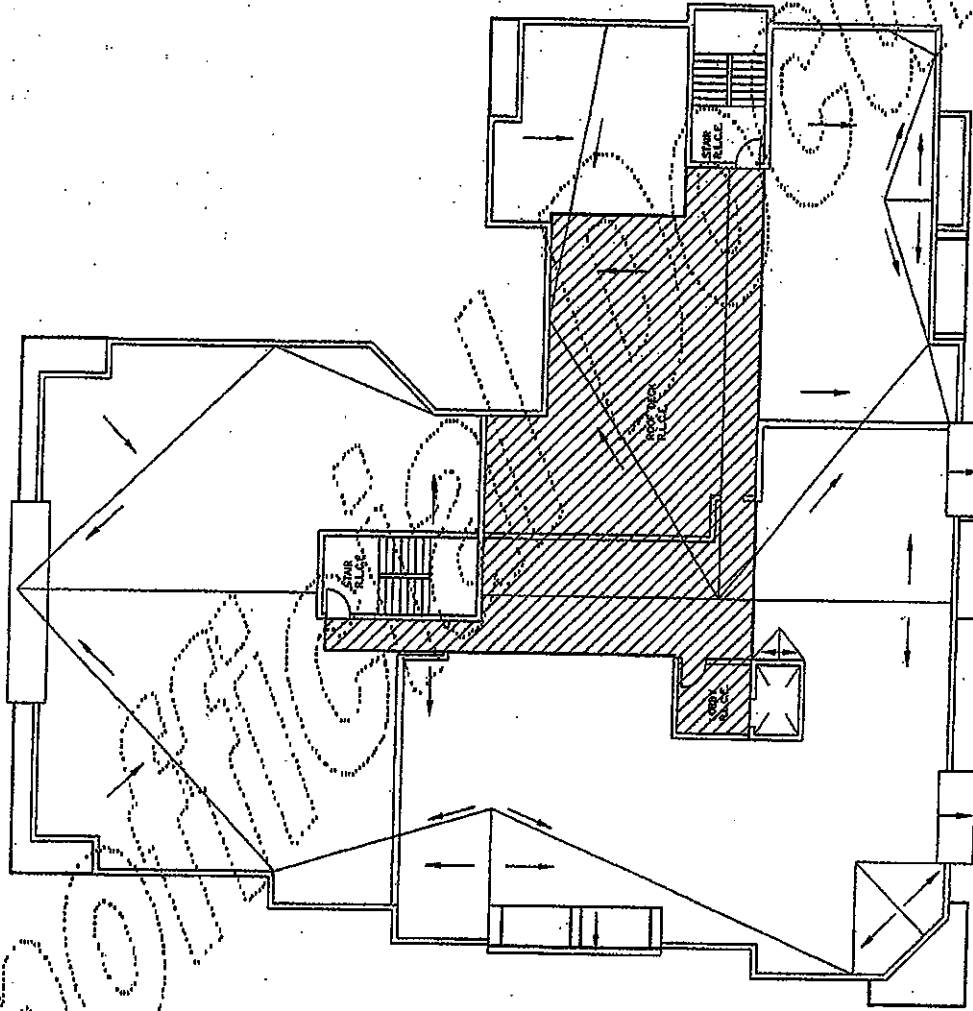


Engineers Surveyors Planners

105 E. Division St. Box 328 98223
SEASIDE, WA 98138
TEL: 822-0072

PORTN. SWP/4, SE 1/4, SEC. 19, TWP. 29N, RGE. 5E, WA.
JOB# 19854, DATED BY: JAC, FIELD BOOK 7 OF 1720
DATE: 2/22/2006, REVISED: 3/1/2006

NAUTICA SOUNDVIEW CONDOMINIUMS



DATUM: ASSUMED

GRAPHIC SCALE



1" = 10' - 0"

BASES OF MEASUREMENT ASSUMED: MARINE SURVEY

LEGEND:

- RLCE ~ RESIDENTIAL LIMITED COMMON ELEMENT
- CLCE ~ LIMITED COMMON ELEMENT
- CE ~ COMMON ELEMENT

NOTE:
AREA CALCULATIONS INCLUDE TO
OUTSIDE OF EXTERIOR WALLS.

NAUTICA

AUDITOR'S FILE NO. 200604275082

CASCADE SURVEYING
& ENGINEERING, INC.



Engineers Surveyors Planners
105 E. 4th
SEASIDE, WA 98042
PH: 360-435-2551
FAX: 360-435-4012

BUILDING B
LEVEL ROOF
SHEET-15 OF 15

PORTIN SW 1/4, SEC 19, TWP 28N, RGE 5E, W 1/4
AREA 18654 DRAWN BY: JCF
DATE: 2/22/2006 REVIEWED: JCF
CHECKED BY: JCF