

Section 24.4 Execution of Repairs.

24.4.1 Unless prior to the commencement of repair work (other than Emergency Work) the Owners shall have decided in accordance with this Article not to repair, the Board shall promptly repair the damage and use the available insurance proceeds therefor. If the cost of repair exceeds available insurance proceeds, the Board shall impose a special assessment against all Apartments in proportion to their percentages of undivided interest in the Common Areas in an amount sufficient to pay the excess costs.

24.4.2 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to effectuate the repair. Contracts for the repair work shall be awarded when the Board, by means of insurance proceeds and sufficient assessments, has made provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with the repair work if the Board is satisfied that such work will be satisfactorily carried out, and such authorization does not contravene any insurance trust agreement to which the Association may be a party or any requirement of applicable law.

24.4.3 The Board may enter into a written agreement with any 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 24.

Section 24.5 Damage not Substantial; Assessment under \$7,500. If the amount of the estimated assessment determined under subsection 24.2.4 does not exceed \$7,500 for any one Apartment, the damage will be deemed not to be substantial and the provisions of this Section 24.5 shall apply.

Section 24.5.1 Either the Board or the requisite number of Owners, within 15 days after the notice required under Section 24.3 has been given, may, but shall not be required to, call a special Owners' meeting in accordance with Section 14.8 to decide whether to repair the damage.

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

24.5.3 A unanimous decision of the Apartment Owners and the holders of First Mortgages on Apartments will be required to elect not to repair the damage. The failure of the Board and the Owners within the 15-day period to call a special meeting shall be deemed a decision to repair the damage.

Section 24.6 Substantial Damage; Assessment over \$7,500. If the amount of the estimated assessment determined under subsection 24.2.4 is \$7,500 or more for any one Apartment, the damage will be deemed substantial and the provision of this Section 24.6 shall apply.

24.6.1 The Board shall promptly, and in all events within 30 days after the date of damage, call a special Owners' meeting to consider repairing the damage. If the Board fails to do so within 30 days, then notwithstanding the provisions of Section 14.8 and the Bylaws, any Owner or First Mortgagee of an Apartment may call and conduct the meeting.

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

24.6.3 At the special meeting, a concurring vote of more than two thirds of the total voting power will be required to elect not to repair the damage. A unanimous vote of all owners will be required to elect other than to repair, reconstruct or rebuild in accordance with the original plan. Failure of the Board, the owners and the first mortgagees to conduct the special meeting provided for under Subsection 24.6.1 within 90 days after the date of damage shall be deemed a unanimous decision not to repair the damage in accordance with the original plan.

Section 24.7 Effect of Decision Not to Repair. In the event of a decision under either subsection 24.5.3 or subsection 24.6.3 not to repair the damage, the Board may nevertheless expend so much of the insurance proceeds and common funds as the Board deems

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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 real property), and the remaining funds, if any, and the property shall thereafter be held and distributed as follows:

24.7.1 The property shall be owned in common by the Apartment Owners and shall no longer be subject to this Declaration or to Condominium Ownership.

24.7.2 The undivided interest in the property owned in common which appertains to each Apartment Owner shall be the percentage of undivided interest he previously owned in the Common Areas and Facilities.

24.7.3 Any Mortgages or liens affecting any of the Apartments shall be deemed transferred in accordance with the existing priorities to the percentage of the undivided interest of the Apartment Owner in the property.

24.7.4 The property shall be subject to an action the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund; such fund shall be divided into separate shares one for each Apartment Owner in a percentage equal to the percentage of undivided interest owned by each such Owner in the property; then, after first paying out of the respective share of each Apartment Owner, to the extent sufficient for the purpose, all Mortgages and liens on the interest of such Owner, the balance remaining in each share shall be distributed to the Owner.

ARTICLE 25. CONDEMNATION

Section 25.1 Consequences of Condemnation; Notices. If any apartment or portion thereof or the common areas and facilities 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 (referred to herein as a "taking") written notice of the proceeding or proposed acquisition shall promptly be given to each apartment owner and to each institutional holder of a first mortgage and the provisions of this Article 25 shall apply.

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Section 25.2 Proceeds. All compensation, damages, or other proceeds of the taking, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

Section 25.3 Complete Taking. If the entire property is taken the condominium ownership shall terminate. The Condemnation Award shall be apportioned among the owners in proportion to their respective percentages of undivided interest in the common areas and facilities; provided, that if a standard different from the same standard shall be employed to the extent it is relevant and applicable. On the basis of the foregoing principle, the Board shall as soon as practicable determine the share of the Condemnation Award to which each owner is entitled. After first paying out of the share of each owner, to the extent sufficient for the purpose, all mortgages and liens on the interest of such owner in accordance with the existing priorities, the balance remaining in each share shall then be distributed to the owner.

Section 25.4 Partial Taking. If less than the entire property is taken the condominium ownership shall not terminate. Each owner shall be entitled to a share of the Condemnation Award determined in the following manner:

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

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

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

25.4.4 The amounts allocated to the taking of or injury to a particular apartment and/or improvements an owner had ment.

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

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

25.4.7 Distribution of apportioned proceeds shall be made to the owners and their respective mortgages in the manner provided in Section 25.3.

Section 25.5 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 24 above for repair of damage, provided that the Board may retain and apply such portion of each owner's share of the Condemnation Award as is necessary to discharge the owner's liability for any special assessment arising from the operation of Article 24.

ARTICLE 26. EASEMENTS

Section 26.1 In General. Each apartment has an easement in and through each other apartment and the common and limited common areas and facilities for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the condominium. In addition, each apartment is granted an easement to which each other apartment and all the common and limited common areas and facilities are specifically subject for the location and maintenance of electrical wiring and plumbing and any other systems, equipment and facilities benefitting such apartment. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common facilities reserved by law.

Section 26.2 Encroachments. Each apartment and all common areas and facilities are hereby declared to have an easement over all adjoining apartments and common areas and facilities for a purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, settlement, shifting, or movement of any portion of the condominium, repairs, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching apartments, areas, and facilities so long as the encroachments shall exist, and the rights and obligations

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of owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an apartment if the encroachment was caused by the willful act with full knowledge of the apartment owner. The encroachments described in this Section 26.2 shall not be construed to be encumbrances affecting the marketability of title to any apartment.

Section 26.3 Easement Specifically Reserved by Declarant. Declarant reserves an easement over, across, and through the common areas and facilities of the condominium for the purpose of completing any unfinished apartments or other improvements and exhibiting or preparing apartments for sale.

ARTICLE 27. PROCEDURES FOR SUBDIVIDING OR COMBINING APARTMENTS

Section 27.1 Submission of Proposal. No apartment or apartments or common areas and facilities shall be subdivided and/or combined, either by agreement or legal proceedings, except as provided in this Article. Any apartment owner may propose subdividing and/or combining of any apartment or apartments, or common areas and facilities by submitting the proposal in writing to all other apartment owners and the mortgagees of the apartments to be subdivided or combined. If the proposal contemplates the subdivision of any apartment, the proposal must also be given to every first mortgagee of any apartment in the condominium. The proposal must include complete plans and specifications for accomplishing the subdivision or combination and proposed amendments of this Declaration and the Plans and, if necessary, the Survey Map.

Section 27.2 Approval Required for Subdivision. A proposal that contemplates subdivision of any apartment will be accepted only if approved in writing by all owners and mortgagees of the apartment or apartments to be subdivided, the owners, other than the Declarant, of 80% of the undivided interest in the common areas and facilities held by owners other than Declarant, and every first mortgagee.

Section 27.3 Approval Required for Combination. A proposal that contemplates only combination of apartments without subdividing any of them will be accepted if approved in writing by the and facilities an all owners and mortgagees of the apartments to be combined.

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Section 27.4 Procedure After Approval. Upon approval of the proposal, the owner making it may proceed according to the proposed plans and specifications; provided that the Board may in its discretion require that the Board administer the work or that provisions for the protection of other apartments or common areas and facilities or that reasonable deadlines for completion for the work be inserted in the contracts for the work. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments thereto.

ARTICLE 28. AMENDMENTS OF DECLARATION, SURVEY MAP, AND PLANS

Section 28.1 Amendments by the Association. Any apartment owner may propose amendments to this Declaration, the Survey Map, or the Plans to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by owners of 20% or more of the apartments in the condominium, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons (including mortgagees) entitled to receive notice of a meeting of the Association. The unanimous consent of all apartment owners shall be required for adoption of either (1) an amendment altering the value of the property and of each apartment or the percentages of undivided interest in the common areas and facilities, or (2) a decision that the property be removed from condominium status, or (3) an amendment of this Article 28. All other amendments shall be adopted if approved by 60% of the apartment owners. Once an amendment has been adopted by the Association and any necessary approval of mortgagees has been obtained, the amendment will become effective when a certificate of the amendment, executed by two officers of the Association, has been recorded in the public records.

Section 28.2 Requirement of Mortgagee Approval. In addition to other provisions of this Declaration and of the Act, the prior written approval of 75% of the

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institutional holders of first mortgages on apartments will be required for any material amendment of this Declaration or the Bylaws, including, but not limited to, any amendment that would change the percentages of undivided interest in the common areas and facilities of the apartment owners.

ARTICLE 29. ABANDONMENT OR TERMINATION OF CONDOMINIUM STATUS

Except in cases of substantial damage to the property as provided in Article 24, the condominium status of the property shall not be abandoned or terminated by reason of any act or omission by the owners or the Association except with the consent of all apartment owners by an instrument to that effect duly recorded, and then only if the mortgagees and holders of all liens affecting any of the apartments consent thereto or agree, in either case by an instrument duly recorded, that their mortgages and liens be transferred to the percentage of the undivided interest of the apartment owner in the property.

ARTICLE 30. 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 remainder complies with the Act or, as covenants, effect the common plan.

ARTICLE 31. EFFECTIVE DATE

This Declaration shall take effect upon recording.

ARTICLE 32. REFERENCE TO SURVEY MAP AND PLANS

The Survey Map and Plans were filed with the Department of Records and Elections of King County, Washington, simultaneously with the recording of this Declaration under File No. 8101300432, in Volume 51 of Condominiums, page 6-14.

ARTICLE 33. ASSIGNMENT BY DECLARANT

Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the property described on Exhibit A and reserves the right to assign all or any of its rights, duties, and obligations

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EXHIBIT A

THE REDWOODS CONDOMINIUM

Legal Description of Land

That portion of the Southeast quarter of the Northeast quarter of Section 2, Township 25 North, Range 5 East W.M., in the City of Redmond, King County, Washington, described as follows:

Commencing at the East quarter corner of said Section; thence North $0^{\circ}34'20''$ East along the Eastline of said Section 1311.58 feet to the Northeast corner of said subdivision, said corner being also the Southeast corner of the plat of HORIZON WEST according to the plat thereof recorded in Volume 105 of Plats, pages 38 and 39, records of King County, Washington; thence North $88^{\circ}09'56''$ West along the North line of said subdivision and the South boundary of said plat 360.00 feet to the point of beginning; thence continuing North $88^{\circ}09'56''$ West along said North line and said plat boundary 490.00 feet; thence South $50^{\circ}58'31''$ East 239.64 feet to intersect the Northeasterly margin of Redmond-Woodinville Road at a point on a curve from which the center lies South $46^{\circ}43'11''$ West 507.58 feet distant; thence Southeasterly along said road margin and along said curve to the right through a center angle of $17^{\circ}16'00''$ an arc distance of 152.96 feet to a point of tangency; thence South $26^{\circ}00'49''$ East along said road margin 89.65 feet; thence North $58^{\circ}11'21''$ East 647.18 feet to the point of beginning.

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EXHIBIT B

THE REDWOODS CONDOMINIUM

Location and Description of Buildings

<u>Building</u>	<u>Address</u>	<u>Number of Stories</u>	<u>Number of Apartments</u>
A	9474 Redmond-Woodinville Road Redmond, Washington 98052	3	24
B	9494 Redmond-Woodinville Road Redmond, Washington 98052	3	24
C	9484 Redmond-Woodinville Road Redmond, Washington 98052	3	22

Buildings A and B have three stories on each side with the stories vertically offset along the center line of the bulding. Building C has three stories, each entirely on the same level.

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EXHIBIT C

THE REDWOODS CONDOMINIUM

Location, Description, Value and Percentage
Undivided Interest of Apartments

Each apartment has a kitchen and a bath. Each apartment, except apartments 202 and 302 in Building C, has access to an exterior deck or patio. Each apartment designated type M is approximately 844 square feet and has an entry with closet, living/dining room with fireplace, utility room, hallway, and two bedrooms, each with one closet. Each apartment designated type N is approximately 677 square feet and has an entry hall with closet, living/dining room with fireplace, utility room and one bedroom with a closet. Each apartment designated type P has approximately 768 square feet and has an entry hall with closet, living/dining room with fireplace and two bedrooms each with one closet. Each apartment designated type Q has approximately 384 square feet and a living room. Each apartment designated type S has approximately 384 square feet and has a living room and dressing area. Each apartment has two floor plans which are identical except that they are reversed depending upon the direction of entry into the apartment. Apartments located to the right of the porch or landing providing entry to them are designated in the table below as having an "R" floorplan. Apartments are either on the east side or the west side of the buildings. Apartments located on the east side are designated by an "E" in the table below. Apartments located on the west side are designated by a "W" in the table below. Apartments located to the left of the porch or landing providing entry to them are designated as having an "L" floorplan. Apartments equipped for the handicapped are designated by "HC" in the table below. Apartments with two decks are designated "DD" in the table below. Apartments with a glass enclosed patio are designated by "GP" in the table below. The following table shows the location, type, floorplan, and percentage of undivided interest in the common areas and facilities with respect to each apartment.

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<u>No.</u>	<u>Address at Redmond- Woodinville Rd. Redmond, WA 98027</u>	<u>Level-Side</u>	<u>Type</u>	<u>Floor Plan</u>	<u>Value</u>	<u>Percentage Interest in Common Areas and Facilities</u>
<u>BUILDING A</u>						
101	9474	First-W	M	L	\$49,000	1.7419
102	9474	First-E	M	R	47,000	1.6708
103	9474	First-W	N	R	38,000	1.3509
104	9474	First-E	N-GP	L	40,000	1.4220
105	9474	First-W	N	L	38,000	1.3509
106	9474	First-E	N-GP	R	40,000	1.4220
107	9474	First-W	M	R	49,000	1.7419
108	9474	First-E	M	L	47,000	1.6708
201	9474	Second-W	M	L	49,000	1.7419
202	9474	Second-E	M-HC	R	48,000	1.7063
203	9474	Second-W	N	R	40,000	1.4220
204	9474	Second-E	N-HC	L	39,000	1.3864
205	9474	Second-W	N	L	40,000	1.4220
206	9474	Second-E	N-HC	R	39,000	1.3864
207	9474	Second-W	M	R	49,500	1.7419
208	9474	Second-E	M-HC	L	48,000	1.7063
301	9474	Third-W	M	L	50,000	1.7775
302	9474	Third-E	M-DD	R	54,000	1.8486
303	9474	Third-W	N	R	41,000	1.4576
304	9474	Third-E	N-DD	L	42,000	1.4930
305	9474	Third-W	N	L	41,000	1.4576
306	9474	Third-E	N-DD	R	42,000	1.4930
307	9474	Third-W	M	R	50,000	1.7775
308	9474	Third-E	M-DD	L	52,000	1.8486
<u>BUILDING B</u>						
101	9494	First-W	M	L	48,000	1.7064
102	9494	First-E	M	R	48,000	1.7064
103	9494	First-W	N	R	38,000	1.3509
104	9494	First-E	N-GP	L	39,000	1.3864
105	9494	First-W	N	L	39,000	1.3864
106	9494	First-E	N-GP	R	39,000	1.3864
107	9494	First-W	M	R	49,000	1.7419
108	9494	First-E	M	L	48,000	1.7064
201	9494	Second-W	M	L	48,000	1.7064
202	9494	Second-E	M	R	48,000	1.7064
203	9494	Second-W	N	R	38,000	1.3509
204	9494	Second-E	N	L	39,000	1.3864

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<u>No.</u>	<u>Address at Redmond- Woodinville Rd. Redmond, WA 98027</u>	<u>Level-Side</u>	<u>Type</u>	<u>Floor Plan</u>	<u>Value</u>	<u>Percentage Interest in Common Areas and Facilities</u>
205	9494	Second-W	N	L	39,000	1.3864
206	9494	Second-E	N	R	39,000	1.3864
207	9494	Second-W	M	R	49,000	1.7419
208	9494	Second-E	M	L	48,000	1.7064
301	9494	Third-W	M	L	50,000	1.7775
302	9494	Third-E	M-DD	R	52,000	1.8486
303	9494	Third-W	N	R	40,000	1.4220
304	9494	Third-E	N-DD	L	42,000	1.4930
305	9494	Third-W	N	L	40,000	1.4220
306	9494	Third-E	N-DD	R	42,000	1.4930
307	9494	Third-W	M	R	50,000	1.7775
308	9494	Third-E	M-DD	L	52,000	1.8486

BUILDING C

101	9484	First	S	L	\$23,000	0.8176
102	9484	First	S	R	23,000	0.8176
103	9484	First	S	L	23,000	0.8176
104	9484	First	S	R	23,000	0.8176
105	9484	First	S	L	23,000	0.8176
106	9484	First	S	R	23,000	0.8176
107	9484	First	S	L	23,000	0.8176
108	9484	First	S	R	23,000	0.8176
109	9484	First	S	L	23,000	0.8176
110	9484	First	S	R	24,000	0.8531
201	9484	Second	Q	R	25,000	0.8887
202	9484	Second	Q	L	24,000	0.8532
203	9484	Second	P	R	43,000	1.5286
204	9484	Second	P	L	43,000	1.5286
205	9484	Second	P	R	43,000	1.5286
206	9484	Second	P	L	44,000	1.5642
301	9484	Third	Q	R	25,000	0.8887
302	9484	Third	Q	L	24,000	0.8532
303	9484	Third	P	R	44,000	1.5642
304	9484	Third	P	L	44,000	1.5642
305	9484	Third	P	R	44,000	1.5642
306	9484	Third	P	L	45,000	1.5997

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LEGAL DESCRIPTION

HAVE PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON BOUNDARY AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE N 0° 34' 20" E ALONG THE EAST LINE OF SAID SECTION 114.88 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; SAID CORNER BEING ALSO THE SOUTHWEST CORNER OF THE PLAT OF WASHINGTON WEST AS RECORDED IN VOLUME 105 OF PLAT, BOOKS BE AND BY RECORDS OF KING COUNTY WASHINGTON; THENCE N 89° 09' 50" W ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE SOUTH BOUNDARY OF SAID PLAT 80.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89° 09' 50" W ALONG SAID NORTH LINE AND SAID PLAT BOUNDARY 40.00 FEET; THENCE S 00° 20' 51" W 50.00 FEET TO INTERSECT THE NORTHEASTLY ALLEIGH OF RECREATION - WOODVILLE ROAD AT A POINT ON A CURVE (WHICH THE CENTER LINE IS 247.45' RADIUS) 50.00 FEET DISTANT; THENCE SOUTHWESTERLY ALONG SAID LINE 78.88 FEET AND ALONG SAID CURVE TO THE SOUTH POINT OF A CIRCLE (WHICH HAS A RADIUS OF 153.00 FEET) TO A POINT OF TANGENCY; THENCE S 30° 49' E ALONG SAID ROAD 114.88 FEET TO A POINT OF TANGENCY; THENCE S 30° 49' E ALONG SAID ROAD 114.88 FEET TO THE POINT OF BEGINNING.

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE AND THESE PLANS OF THE ABOVE SAID CONDOMINIUM ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY DESCRIBED HEREIN AND THAT THE CORNERS AND DISTANCES ARE SHOWN ACCURATELY UPON THE PLANS AND INSTRUMENTS OF THE ABOVE SAID SURVEY.



William E. Blum
REGISTERED PROFESSIONAL ENGINEER - 10778

ENGINEER'S VERIFICATION

STATE OF WASHINGTON)
COUNTY OF KING) ss

I, *William E. Blum*, being first on oath duly sworn states that he is the REGISTERED PROFESSIONAL ENGINEER, THAT HE HAS EXAMINED THESE PLANS AND SURVEY MAP, AND BELIEVES THE LEGALITY TO BE A TRUE STATEMENT.



SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 31st DAY OF MARCH, 1981

Notary Public
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT _____

RECORDING CERTIFICATE

PLAT FOR RECORD AT THE REQUEST OF _____
AT _____ O'Clock
ON _____ DAY OF _____ 1981
AND RECORDED IN VOLUME _____ OF RECORDS
OF KING COUNTY, WASHINGTON

APPROVAL

EXAMINED AND APPROVED THIS 21st DAY OF _____ 1981
William E. Blum
KING COUNTY ASSESSOR

AMENDED SURVEY MAP & PLANS
(Pages 1 and 2 of 9 only)

PEDICATION

8105270767
53175-76

SEATTLE SOLUTION CORPORATION
William E. Blum
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF KING) ss

ON THIS DAY PERSONALLY APPEARED before me *William E. Blum*, Notary Public in and for the State of Washington, *William E. Blum*, of Seattle, Washington, in the presence of *William E. Blum*, and acknowledged to me the said instrument to be the free and voluntary act and deed of said corporation for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the corporation.

William E. Blum
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

ON THIS DAY PERSONALLY APPEARED before me *William E. Blum*, Notary Public in and for the State of Washington, *William E. Blum*, of Seattle, Washington, in the presence of *William E. Blum*, and acknowledged to me the said instrument to be the free and voluntary act and deed of said corporation for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the corporation.

William E. Blum
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

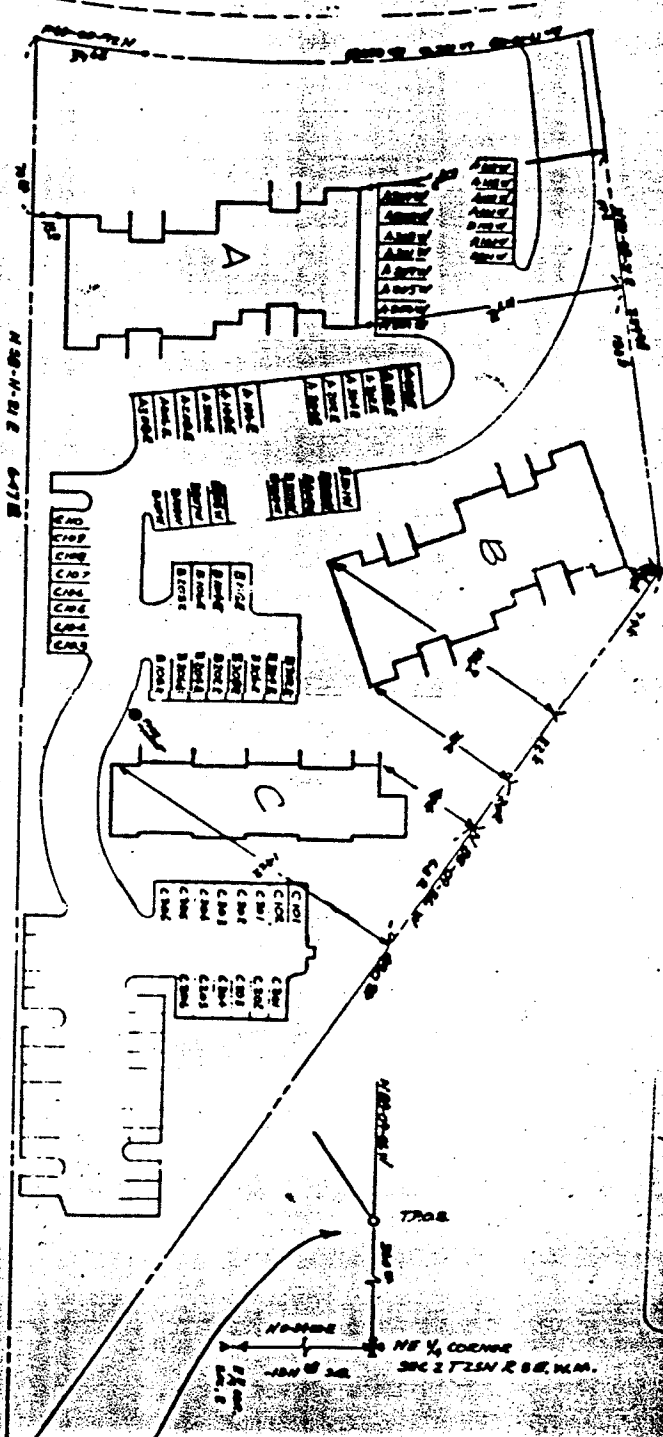
ON THIS DAY PERSONALLY APPEARED before me *William E. Blum*, Notary Public in and for the State of Washington, *William E. Blum*, of Seattle, Washington, in the presence of *William E. Blum*, and acknowledged to me the said instrument to be the free and voluntary act and deed of said corporation for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the corporation.

William E. Blum
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT _____

A portion of the S.E. 1/4 of the N.E. 1/4 of the N.E. 1/4 of sec. 2, Twp. 25 N., Rng. 5 E., W.M.
THE CITY OF REDMOND
KING COUNTY, WASHINGTON

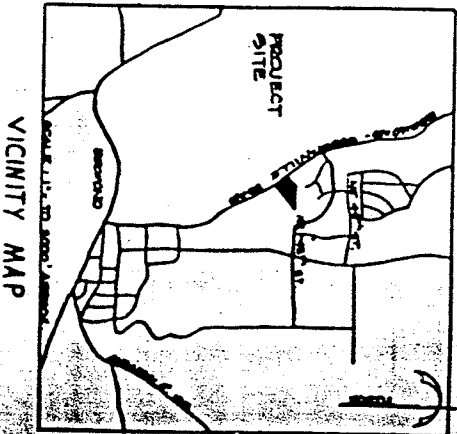
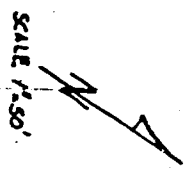
THE REDWOODS
A CONDOMINIUM

REDWOOD WOODVILLE ROAD



NOTE: ALL BUILDINGS ARE SUBJECT TO AIR QUALITY STANDARDS IN EXISTING REGULATORY CODES

LEGEND:
 ○ - ROUND SIGNAGE 1/2" DIA. WITH ONE SET BY OWNER
 ● - SIGNAGE - MUST WORK WITH STATE OF WASH. HIGHWAY DEPARTMENT 1/2" DIA. OR APPROXIMATE THEREOF



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 53/75-76

**THE REDWOODS
 A CONDOMINIUM**

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AMENDMENT NO. 1

TO

DECLARATION AND COVENANTS,

CONDITIONS, RESTRICTIONS AND RESERVATIONS

FOR

THE REDWOODS,

A CONDOMINIUM

RECORDED THIS DAY

MAY 27 3 50 PM '81

BY THE DEPT. OF RECS
AND ELECTIONS

8105270768

This instrument relates to that certain Declaration and Covenants, Conditions, Restrictions and Reservations for The Redwoods, A Condominium, recorded January 30, 1981 as Instrument No. 8101300433, in the Department of Records and Elections of King County, Washington (the "Declaration").

The purpose of this Amendment is to amend Article 32 of the Declaration to reflect changes to pages 1 and 2 of the Survey Map and Plans.

Declarant (as defined in the Declaration), acting pursuant to the powers set forth in Articles 16 and 28 of the Declaration, the Transition Date (as defined in the Declaration) not having recurred, hereby amends the Declaration, effective upon recording hereof, as follows:

Article 32 of the Declaration is deleted and in its place is substituted the following:

"ARTICLE 32. REFERENCE TO AMENDED SURVEY MAP AND PLANS.

The Survey Map and Plans were filed with the Department of Records and Elections of King County, Washington, simultaneously with the recording of this Declaration under File No. 8101300432, in Volume 51 of Condominiums, pages 6-14, as amended by the Amended Survey Map and Plans filed with the Department of Records and Elections of King County, Washington, under File No. 8105270767, in Volume 53 of Condominiums, pages 13 and 14."

Record at Request of
Public Access
Department of Records
Seattle, Washington 98104

4/1/81

This Amendment No. 1 is made this 2nd day of April, 1981.

DECLARANT

REDWOODS JOINT VENTURE,
a Washington joint venture

By SEATTLE BUILDING CORPORATION,
a Washington corporation

By *Brad L. Cash*
Brad L. Cash
President

By SEATTLE REALTY, INC.,
a Washington corporation

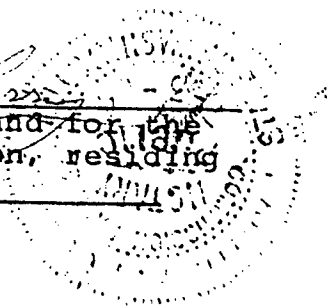
By *William E. Schourup*
William E. Schourup
President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Brad L. Cash, to me known to be the President of SEATTLE BUILDING CORPORATION, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal this 2nd day of April, 1981.

Walter H. Mc...
Notary Public in and for the
State of Washington, residing
at Redmond



4/1/81

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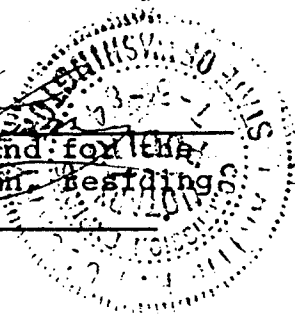
8105270768

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me William E. Schourup, to me known to be the President of SEATTLE REALTY, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal this 2nd
day of April, 1981.

William E. Schourup
Notary Public in and for the
State of Washington, Residing
at Redmond



4/1/81

"Exhibit A"

Legal Description

That portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of section 2, Township 25 North, range 5 East, W.M., in King County, Washington, described as follows:

Commencing at the East $\frac{1}{4}$ corner of said section; thence N $0^{\circ} 34' 20''$ E along the East line of said section 1311.58 feet to the Northeast corner of said subdivision, said corner being also the Southeast corner of the plat of Horizon West as recorded in volume 105 of plats, pages 38 and 39, records of King County, Washington; thence N $88^{\circ} 09' 56''$ W along the North line of said subdivision and the South boundary of said plat 360.00 feet to the point of beginning; thence continuing N $88^{\circ} 09' 56''$ W along said North line and said plat boundary 490.00 feet; thence S $50^{\circ} 58' 31''$ W 239.64 feet to intersect the Northeasterly margin of Redmond-Woodinville Road at a point on a curve from which the center lies S $46^{\circ} 43' 11''$ W 507.58 feet distant; thence Southeast-erly along said road margin and along said curve to the right through a central angle of $17^{\circ} 16' 00''$ an arc distance of 152.96 feet to a point of tangency; thence S $26^{\circ} 00' 49''$ E along said road margin 89.65 feet; thence N $58^{\circ} 11' 21''$ E 647.18 feet to the point of beginning.

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