

Garden Grove Project ID 127306

Declaration

21 Amendments to Declarations

**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
GARDEN GROVE, A CONDOMINIUM**

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EXHIBIT A - Description of Real Property

EXHIBIT B - Description of Units: Floor Location, Unit Type, Declared Value,
Allocated Interests

EXHIBIT C - Parking and Storage Allocations

**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
GARDEN GROVE, A CONDOMINIUM**

Pursuant to the Act defined in Section 1.8.1 and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole owner(s), lessee(s) or possessor(s) of said Property, make the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments.

The name of this Condominium is Garden Grove, A Condominium.

**Article 1
INTERPRETATION**

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of Washington law. It is intended and covenanted also that, insofar as it affects this Declaration and Condominium, the provisions of the Act under which this Declaration is operative, shall be liberally construed to effectuate the intent of this Declaration insofar as reasonably possible.

1.2 Consistent with Act. The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.3 Covenant Running With Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting

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the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

1.4 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.

1.5 Declarant Is Original Owner. Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are recorded.

1.6 Captions and Exhibits. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.7 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 may, in the discretion of the Board, be increased proportionately by the increase in the consumer price index for the city of Seattle, Washington for All Urban Consumers, prepared by the United States Department of Labor for the base period, 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.

1.8 Definitions

1.8.1 "The Act" means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34) as amended.

1.8.2 "Allocated Interests" means those undivided interests in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit more particularly provided for in Article 8 and as shown in either Exhibit B, B-1 and/or B-2.

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

1.8.4 "Association" means all of the Owners acting as a group in accordance with the Bylaws and with this Declaration as it is duly recorded and as they may be lawfully amended, which Association is more particularly provided for in Article 9.

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1.8.5 "Board" means the board of directors of the Association provided for in Section 10.3.

1.8.6 "Building" means the building or buildings containing the Units and comprising a part of the Property.

1.8.7 "Bylaws" shall mean the bylaws of the Association provided for in Article 9.

1.8.8 "Common Elements" means all portions of the Condominium other than the Units.

1.8.9 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.8.10 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Article 8.

1.8.11 "Condominium" means the condominium created by this Declaration and related Survey Map and Plans pursuant to the Act.

1.8.12 "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, but shall not include a transfer solely for security.

1.8.13 "Declarant" means any person or group of persons acting in concert who (a) executed as Declarant this Declaration, or (b) reserves or succeeds to any Special Declarant Right under the Declaration.

1.8.14 "Declarant Control" means the right, if expressly reserved by this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove Association officers and Board members, or to veto or approve a proposed action of the Board or Association; provided, in no event shall exercising the voting rights allocated to a unit or units owned by the Declarant or Declarant's affiliates be deemed "Declarant Control".

1.8.15 "Declaration" means this Declaration and any amendments thereto.

1.8.16 "Development Rights" means any right, if expressly reserved by the Declarant in this Declaration to: (a) add real property or improvements to the Condominium; (b) create Units, Common Elements, or Limited Common Elements within real property included or added to the Condominium; (c) subdivide Units or convert Units into Common Elements; (d) withdraw real property from the Condominium; or (e) reallocate limited common elements with respect to units that have not been conveyed by the Declarant.

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1.8.17 "Dispose" or "Disposition" means a voluntary transfer or conveyance to a purchaser or lessee of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

1.8.18 "Eligible Mortgagee" means a mortgagee of a Unit or the Mortgagee of the Condominium that 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.

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

1.8.20 "Identifying Number" means the designation of each Unit in a Condominium.

1.8.21 "Interior Surfaces" (where that phrase is used in defining the boundaries of Units or Limited Common Elements) shall not include paint, wallpaper, paneling, carpeting, tiles, finished flooring, and other such decorative or finished surface coverings. Said decorative and finished coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors, and the like) located in and used in connection with said Unit or Limited Common Element, shall be deemed a part of said Unit or Limited Common Element.

1.8.22 "Limited Common Element" means a portion of the Common Elements allocated by this Declaration (or by subsequent amendments thereto) or by operation of law for the exclusive use of one or more but fewer than all of the Units as provided in Article 7.

1.8.23 "Manager" means the person retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person and as are provided in a written agreement between such person and the Association.

1.8.24 "Mortgage" means a mortgage or deed of trust that creates a lien against a Unit and also means a real estate contract for the sale of a Unit.

1.8.25 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee.

1.8.26 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit, which mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also be deemed to include the Mortgagee of the Condominium.

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1.8.27 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Declaration affects, which Mortgage was either: recorded prior to the recordation of this Declaration; or was recorded against all Units after the recordation of this Declaration but prior to the recorded conveyance of any Unit. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units.

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

1.8.29 "Property" or "Real Property" means any fee, leasehold or other estate or interest in, over, or under the land described in Exhibit A, including Buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" included parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and all personalty intended for use in connection therewith.

1.8.30 "Purchaser" means any person, other than Declarant, who by means of a Disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest, including renewal options, of less than twenty years at the time of creation of the Unit, or (b) as security for an obligation.

1.8.31 "Renting or Leasing" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

1.8.32 "Residential Purposes" means use for dwelling or recreational purposes, or both.

1.8.33 "Special Declarant Rights" means rights, if expressly reserved in this Declaration for the benefit of Declarant to:

(a) complete improvements indicated on Survey Maps and Plans filed with the Declaration under RCW 64.34.232;

(b) exercise any Development Right under Section 23.2;

(c) maintain sales offices, management offices, signs advertising the Condominium, and models under Section 23.1.2;

(d) use easements through the Common Elements for the purpose of making

improvements within the Condominium or within real property which may be added to the Condominium;

(e) make the Condominium part of a larger Condominium or a development under RCW 64.34.280;

(f) make the Condominium subject to a master association under RCW 64.34.276; or

(g) 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 any period of Declarant Control.

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

1.8.35 "Unit" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to Article 4. "Separate ownership" includes leasing a Unit in a leasehold condominium under a lease that expires contemporaneously with any lease, the expiration or termination of which will remove the Unit from the Condominium.

1.8.36 "Unit Owner" means, subject to Section 1.9.5, a Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation; or is merely "renting" or "leasing" a Unit as defined in Section 1.8.31. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

1.9 Construction and Validity

1.9.1 All provisions of the Declaration and Bylaws are severable.

1.9.2 The rule against perpetuities may not be applied to defeat any provision of the Declaration, Bylaws, rules, or regulations adopted pursuant to RCW 64.34.304(1)(a).

1.9.3 In the event of a conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

1.9.4 The creation of this Condominium shall not be impaired and title to the Unit and Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of the Declaration or Survey Map and Plans or any amendment thereto to comply with the Act.

1.9.5 If the Declaration or Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition contained in Section 1.8.36, the term "Unit Owner" in such context shall, unless the Declaration or Bylaws otherwise provide, be deemed to include any director, officer, partner in, or trustee of any person, who is, either alone or in conjunction with another person or persons, a Unit Owner. Any officer or director of the Association who would not be eligible to serve as such if he or she were not a director, officer, partner in, or trustee of such a person shall be disqualified from continuing in office if he or she ceases to have any such affiliation with that person, or if that person would have been disqualified from continuing in such office as a natural person.

Article 2 DESCRIPTION OF REAL PROPERTY

The Real Property included in the Condominium is described in Exhibit A attached hereto. The interest of the Declarant in the Real Property included in the Condominium is a fee simple.

Article 3 DESCRIPTION OF UNITS

Exhibits B attached hereto set forth the following:

3.1 Number of Units. The number of Units which Declarant has created and reserves the right to create.

3.2 Unit Number. The Identifying Number of Each Unit created by the Declaration.

3.3 Unit Description. With respect to each existing Unit:

3.3.1 The approximate square footage.

3.3.2 The number of bathrooms, whole or partial.

3.3.3 The number of rooms designated primarily as bedrooms.

3.3.4 The number of built-in fireplaces.

3.3.5 The level or levels on which each Unit is located.

3.4 Access to Common Ways and Public Streets. Each Unit has direct access to Common Area stairways, lobbies, walls, parking areas and/or driveways, and all such Common Areas have direct access to public streets.

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Article 4 BOUNDARIES

4.1 Unit Boundaries

4.1.1 Interior Surfaces. The Interior Surfaces of perimeter walls, floors, and ceilings are the boundaries of a Unit. Decorative and finished surface coverings (including paint, wallpaper, paneling, carpeting, tiles, and finished flooring) are a part of the Unit, and all other portions of the walls, floors, or ceilings are a part of the Common Elements.

4.1.2 Ducts, Wires, Etc. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to the Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

4.1.3 Partitions, Etc. Subject to the provisions of Section 4.1.2, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

4.1.4 Shutters, Etc. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, railings 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.

4.2 Monuments as Boundaries

The physical boundaries of a Unit constructed in substantial accordance with the original Survey Map and Plans thereof become its boundaries rather than the metes and bounds expressed in the Survey Map and Plans, regardless of settling or lateral movements of the Building or minor variances between boundaries shown on the Survey Map and Plans and those of the Building. This Section does not relieve a Declarant or any other person of liability for failure to adhere to the Survey Map and Plans.

4.3 Relocation of Boundaries; Adjoining Units

4.3.1 In General. Subject to the provisions of the Declaration and other provisions of law, the boundaries between adjoining Units may only be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within thirty days that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit owners, contains words

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or conveyance between them, and is recorded in the name of the grantor and the grantee.

4.3.2 Survey Map and Plans. The Association shall obtain and 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.

Article 5 DESCRIPTION OF OTHER IMPROVEMENTS

Exhibits A attached hereto set forth the following:

5.1 Recreational Facilities. A description of the recreational facilities, if any, included within the Condominiums.

5.2 Parking. The number of covered, uncovered or enclosed parking spaces, if any, including those described in Section 7.1.2.

5.3 Moorage Slips. The number of moorage slips, if any.

Article 6 DESCRIPTION OF COMMON ELEMENTS

Except as otherwise specifically allocated by the provisions of Section 4.1 (including 4.1.2, 4.1.3 and 4.1.4), Article 7 or other provisions of this Declaration or amendments hereto, the Common Elements consist of all portions of the Condominium except Units and include the following:

6.1 The Real Property described in Exhibit A.

6.2 The windows, doors, roofs, foundations, columns, girders, studding, joists, beams, supports, walls (excluding non-bearing interior partitions of Units), chimneys, and all other structural parts of the Buildings, to the boundaries of the Units as the boundaries are defined in the Section 4.1, and any replacements thereto.

6.3 Installations of central services such as: power, light, gas, hot and cold water, heating, refrigeration, air conditioning, garbage chutes and incinerating; pipes, conduits, and wires; elevator shafts, tanks, pumps, motors, fans, compressors, ducts; and in general all apparatus and installations existing for common use; but excluding plumbing, electrical and similar fixtures, which fixtures are located within a Unit for the exclusive use of that Unit.

6.4 The driving areas (not allocated as Limited Common Elements by this Declaration or amendments thereto) which provide access to the Limited Common Elements for parking; and any

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guest parking or other parking areas (not allocated to Units as Limited Common Elements by this Declaration or amendments thereto.)

6.5 The yards, gardens, landscaped areas and walkways (not assigned as Limited Common Elements by this Declaration or amendments thereto) which surround and provide access to the Buildings or are used for recreational purposes.

6.6 The lobbies, halls and corridors not within individual Units, storage areas not allocated to Units, stairways and stairs, entrances and exits of the Building or Buildings, and (unless otherwise expressly provided in Exhibit A) the recreational facilities described in said Exhibit A.

6.7 Premises for the lodging or use of persons in charge of, or maintaining, the Property, if any.

6.8 All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

Article 7

DESCRIPTION OF LIMITED COMMON ELEMENTS

7.1 Limited Common Elements. The Limited Common Elements are allocated for the exclusive use of the Owner or Owners of the Unit or Units to which they are allocated and, in addition to any Limited Common Elements provided by law or other provisions of the Declaration (including 4.1.2 and 4.1.4) or amendments thereto, consist of:

7.1.1 Patio, Etc. The patio/yard area, deck or lanai, if any, which is adjacent to each Unit as more particularly shown on the Survey Map and Plans, the boundaries of said patio/yard area, deck or lanai being defined by the Interior Surfaces of the walls, floor, ceiling, doors, windows, ground, railings, fence or curb enclosing said patio/yard areas, deck or lanai; but if there are no such Interior Surfaces, then the boundaries as delineated on the Survey Map and Plans; but if no such boundaries are so delineated, then the perimeter edge of any patio, deck or lanai as actually constructed by Declarant.

7.1.2 Parking, Etc. Parking space (if any), and driving areas of the kind referred to in Section 6.4 (if any), which may be allocated to a Unit by this Declaration or amendments thereto and which prior to such allocation shall be more particularly shown on the Survey Map and Plans, the boundaries of said parking stall being defined by the Interior Surfaces of the walls, floor, curb and/or striping enclosing said parking space.

7.1.3 Storage (Adjacent). The storage lockers for each Unit, if any, which automatically are Limited Common Element where said storage lockers are located on the deck, lanai, patio or hallway, or other Common Element, immediately adjacent to a particular Unit and

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7.3 Fireplaces If fireplaces are now or hereafter installed in individual Units, then the following provisions shall apply:

Notwithstanding anything provided in the Declaration to the contrary, the following shall govern fireplaces located within Units:

(a) If a fireplace to be used by a particular Unit is shown on the Survey Map and Plans as being inside the perimeter wall constituting boundaries of the Unit, then the fireplace shall be a part of the Unit and not Limited Common Elements. If such fireplace is shown on the Survey Map and Plans as being outside of such boundaries, then the fireplace shall be a Limited Common Element of such Unit.

(b) Flues, pipes, chimneys and other equipment and apparatus associated with the use of a fireplace are also a Limited Common Element for the Unit in which the fireplace is located; provided, if the flues, pipes, chimneys and other equipment and apparatus are utilized in common by two or more Units, then those flues, pipes, chimneys and other equipment and apparatus are Limited Common Elements for the Units for which they are being utilized.

(c) Maintenance, repair and replacement of fireplaces, flues, pipes, chimneys and other equipment and apparatus associated with the use of a fireplace shall be governed by the provisions of Section 11.6 of the Declaration.

(d) All use of the fireplaces will be in accordance with the rules which the Board may from time to time adopt.

Article 8 ALLOCATED INTERESTS

The Allocated Interests of each Unit (that is, the undivided interest in the Common Elements, the Common Expense Liability and the votes in the Association allocated to each Unit) are set forth in either Exhibit B, B-1 and/or B-2 attached hereto. Any values used to establish the percentages required by the Act do not reflect, necessarily, the amount for which a Unit will be sold, from time to time, by Declarant or others. The Allocated Interest appertaining to each Unit cannot be changed except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated Interest made without the Unit to which that Interest is allocated is void.

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Article 9
OWNER'S ASSOCIATION

9.1 Form of Association. The Association shall be organized as a non-profit corporation under the laws of the State of Washington and shall be known as Garden Grove, A Condominium Owners Association.

9.2 Membership

9.2.1 Qualification. Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association.

9.2.2 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit and then only to the transferee of title to such Unit. 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 appurtenant thereto to the new Owner thereof.

9.3 Voting

9.3.1 Number of Votes. The total voting power of all Owners shall equal one (1) vote and the fraction voting power allocated to each Unit is set forth in Exhibit B hereof.

9.3.2 Multiple Owners. If only one of the multiple Owners of a Unit is present at a meeting of the Association, the owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

9.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the

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proxy, a proxy terminates eleven months after its date of issuance.

9.3.4 Association Owned Units. No votes allocated to a Unit owned by the Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

9.3.5 Pledged Votes. If an Owner is in default under a first Mortgage on the Unit for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

9.4 Meetings, Notices and Quorums

9.4.1 Meetings. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or by Unit owners having twenty percent of the votes in the Association. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

9.4.2 Quorums.

(a) A quorum is present throughout any meeting of the Association if the owners of Units to which twenty-five percent of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

(b) A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent of the votes on the Board are present at the beginning of the meeting.

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9.5 Bylaws of Association

9.5.1 Adoption of Bylaws. Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration shall be adopted by the Association upon concurrence of those voting Owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

9.5.2 Bylaws Provisions. The Bylaws may contain supplementary, not inconsistent, provisions regarding the operation and administration of the Condominium.

Article 10 MANAGEMENT OF CONDOMINIUM

10.1 Administration of the Condominium. The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association which are incorporated herein by reference and made a part hereof.

10.2 Election and Removal of Board and Officers.

10.2.1 Election By Owners, In General. The Unit Owners (including Declarant and any Affiliate of Declarant to the extent Units are owned by Declarant or any such Affiliate) shall elect a Board of at least three members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

10.2.2 Election By Owners, Other Than Declarant. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board must be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent of the members of the Board must be elected by Unit Owners other than the Declarant.

10.2.3 Taking Office: Officers. The Board shall elect the officers of the Association. Such members of the Board and officers shall take office upon election.

10.2.4 Removal. The Unit Owners, by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause.

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10.3 Management by Board.

10.3.1 On Behalf of Association. Except as otherwise provided in the Declaration, the Bylaws, Section 10.3.2 hereof or the Act, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

10.3.2 Not on Behalf of 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 Section 21.1, to terminate the Condominium pursuant to RCW 64.34.268, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board pursuant to section 10.3.2; but the Board may fill vacancies in its membership for the unexpired portion of any term.

10.3.3 Budget Approval. Within thirty days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners of Units 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.

10.4 Authority of the Association

10.4.1 The Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under the Act and this Declaration, including without limitation:

- (a) Adopt and amend Bylaws, rules, and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
- (d) 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;

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- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;
- (g) Cause additional improvements to be made as a part of the Common Elements;
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 10.8;
- (i) Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;
- (j) Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements described in Sections 4.1.2 and 4.1.4, and for services provided to Unit Owners;
- (k) Impose and collect charges for late payment of assessments 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 the Declaration or 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 the Declaration, Bylaws, and rules and regulations of the Association;
- (l) Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 64.34.425 and statements of unpaid Assessments;
- (m) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;
- (n) Assign its right to future income, including the right to receive Common Expense assessments, but only to the extent the Declaration provides;
- (o) Exercise any other powers conferred by the Declaration or Bylaws;
- (p) Exercise all other powers that may be exercised in this state by the same type of corporation as the Association;
- (q) Exercise any other powers necessary and proper for the governance and operation of the Association;

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(r) Maintain and repair any Unit, its appurtenances and appliances, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the Condominium, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner; provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair; and

(s) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Units responsible to the extent of their responsibility.

10.4.2 The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power.

10.4.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Owners or any of them.

10.4.4 The Board and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units and Limited Common Elements.

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10.5 Borrowing by Association. In the discharge of its duties and the exercise of its powers as set forth in Section 10.3.1, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Owner thereof) for said Unit's pro rata share of said borrowed funds and the obligation to pay said pro rata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit. Provided, that the Owner of a Unit may remove said Unit and the Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of the Allocated Interest in Common Expense Liability attributable to such Unit. Subsequent to any such payment, discharge, or satisfaction, the Unit and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.

10.6 Association Records and Funds

10.6.1 Records and Audits. The Association shall keep financial records sufficiently detailed to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All financial and other records shall be made reasonably available for examination by any Unit Owner, the Owner's authorized agents and all Mortgagees. 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. If this Condominium consists of fifty or more Units, the financial statements of the Condominium shall be audited at least annually by a certified public accountant. If this Condominium consists of fewer than fifty Units, an annual audit is also required but may be waived annually by Owners (other than the Declarant) of Units to which sixty percent of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

10.6.2 Fund Commingling. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any Manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association.

10.7 Association as Trustee. With respect to a third person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application

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of trust assets paid or delivered to the Association in its capacity as trustee.

10.8 Common Elements, Conveyance, Encumbrance.

10.8.1 In General. Portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association if the Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant or an Affiliate of Declarant, agree to that action; but all the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale or financing are an asset of the Association.

10.8.2 Agreement. An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Condominium is situated and is effective only upon recording.

10.8.3 Conditions Precedent. The Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to Sections 10.8.1 and 10.8.2. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

10.8.4 Void Transactions. Any purported conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this Section, is void.

10.8.5 Support Right. A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Unit of its rights of access and support.

10.8.6 Prior Encumbrances. A conveyance or encumbrance of Common Elements pursuant to this section shall not affect the priority or validity of preexisting encumbrances either on Units (and their Allocated Interest in Common Elements) or on Common Elements.

10.9 Termination of Contracts and Leases. If entered into before the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office, (1) any management contract, employment contract, or lease of recreational or parking areas or facilities, (2) any other contract or lease between the Association and a Declarant or an Affiliate of a Declarant, or (3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing may be terminated without penalty by the Association at any time after the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office upon not less than ninety days' notice to the other party or within such lesser notice period provided for

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without penalty in the contract or lease. 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.

10.10 Governmentally Required Maintenance, etc. Any insurance, maintenance, repair, replacement, alteration or other work, or the monitoring of such work, which is required by any governmental entity (including without limitation, federal, state or local government, public or private utility provider, local improvement district, or other governmental or quasi-governmental entity or agency), and regardless of whether such requirement is now or hereafter established, and whether imposed in connection with a building permit or other governmental approval or requirement, and whether involving land within public rights of way or subject to ownership or exclusive use of one owner, shall be the sole and exclusive responsibility of the Association (not the Declarant) and any cost incurred in connection therewith shall be a Common Expense. In furtherance of the generality of the foregoing, and not by way of limitation, such work shall include: maintenance of any grass-lined swales and proper disposal of clippings; maintenance of wetland plantings; replacement of wetland and landscape plantings that die during any required maintenance period; maintenance of public and private storm sewer and retention systems. Declarant shall have the right, but not the obligation, to perform any such work if the Association fails to do so. The Association shall promptly upon demand reimburse Declarant for any costs directly or indirectly incurred by declarant as a result of the Declarant performing, or the Association's failure to perform, such work (including any work necessary to obtain a release, or avoid a forfeiture, of any cash deposit or other bond made by Declarant).

Article 11

USE; REGULATION OF USES; ARCHITECTURAL UNIFORMITY

11.1 Residential Units. The Units shall be used: for Residential Purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the Unit Owner or occupant resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis; for such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with the Declaration and applicable law in residential dwellings (including without limitation a home/professional business office); for the common social, recreational or other reasonable uses normally incident to such purposes; and for purposes of operating the Association and managing the Condominium.

11.2 Vehicle Parking Restrictions. Common Element and Limited Common Element parking spaces are restricted to use for parking of operable passenger motor vehicles such as automobiles, light trucks and passenger vans and other personal property may be parked or kept therein only subject to the provisions of this section, Article 7 of the Declaration, and the rules and regulations of the Board. Boats, motor homes, trailers, campers or other recreational vehicles

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may not be stored in parking spaces or other Limited Common Element areas. The Board may require removal of any vehicle (and any other personal property) improperly stored in parking spaces. If the same is not removed, the Board shall cause removal at the risk and expense of the Owner thereof. Except as permitted by rules or regulation of the Board, personal property (other than an operable motor vehicle) may not be stored in a parking space (regardless of whether such space is a Limited Common Element or part of a Unit), or such parking space be used for a purpose other than parking, to an extent that would prevent the parking therein of any motor vehicle regularly used by a person occupying a Unit for more than seven (7) days in any calendar month. The use of any wall-mounted, ceiling mounted or other storage facility or area within a Limited Common Element parking space shall not interfere with the parking of a motor vehicle (or the opening of vehicle doors) in an adjacent parking space to an extent greater than caused by parking a vehicle in such Limited Common Element space.

11.3 Common Drive and Walks. Common drives, walks, corridors, stairways and other general Common Elements shall be used exclusively for normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board.

11.4 Interior Unit Maintenance

11.4.1 Owner Responsibility. Neither this Section nor Section 11.5 shall be construed as permitting any violation of any other provision of this Declaration or any interference with or damage to the structural integrity of the Building or interference with the use and enjoyment of the Common Elements or of the other Units or any of them, nor shall it be construed to limit the powers or obligations of the Association or Board hereunder. Furthermore, a Unit Owner shall not permit nor commit waste of his Unit or the Common Elements.

11.4.2 Standard of Condition. Each Unit Owner shall, at his sole expense, have the right and the duty to keep the interior of his Unit and its equipment, appliances, and appurtenances in good order, condition and repair. Each Owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which are used solely in connection with his Unit.

11.5 Alterations of Units. Without limiting the generality of Section 11.4, each Owner shall have the right, at his sole cost and expense, to:

11.5.1 Non-Structural. 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, including the right to construct, alter, maintain, repair, paint, paper, panel, plaster, tile, and finish: the windows; window frames; doors; door frames and trim; interior non-load bearing partitions; and the interior surfaces of the ceilings, floors, and the perimeter walls of the Unit and the surfaces of the bearing and non-bearing walls located within

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of a Unit or from Common Elements.

11.8 Effect on Insurance. Nothing shall be done or kept in any Unit or in the Common or Limited Common Element which will increase the rate of insurance on the Common Elements or Units without the prior written consent of the Board. No Owner and/or Purchaser shall permit anything to be done or kept in his Unit or in the Common or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Elements, or which would be in violation of any laws.

11.9 Signs. No sign of any kind shall be displayed to the public view on or from any Unit or Common or Limited Common Element without the prior consent of the Board; provided, that the Board shall, by and subject to appropriate rule, permit temporary placement of a sign, at a space designated by the Board, indicating that a Unit is for sale or lease; and provided, that this section shall not apply to Declarant or Declarant's agents in exercising any Special Declarant Right reserved by Declarant under this Declaration.

11.10 Pets. Domestic household pets, such as dogs and cats, may be kept by Unit Owners; provided, that the keeping of pets shall be subject to such reasonable rules and regulations as the Board may from time to time adopt. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.

Pets will not be allowed on any Common Elements (or Limited Common Elements allocated for the use of more than one Unit) unless they are on a leash or being carried and are being walked to or from the Unit to a public walk or street. At all times the Common Elements shall be free of any pet debris, including food and feces matter. At no time is pet feces to be deposited in garbage. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Condominium, nor may any animal be bred or used therein for any commercial purpose.

11.11 Offensive Activity. No noxious or offensive activity shall be carried on in any Unit or Common or Limited Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

No owner shall decorate or landscape any entrance, hallways, elevator, planting area, deck or patio appurtenant to his Unit except in accordance with standards therefor established by the Board of directors or specific plans approved in writing by the Board of directors.

Although sound transmission reduction methods may have been employed in construction of the condominium, all Owners must understand: that sound transmission is inherently greater

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in wood frame buildings than in concrete buildings; and that some sound transmission will occur between Units and from exterior sources.

All occupants shall avoid making noises, and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants. Owner shall also control their pets so that they do not disturb other occupants.

No garments, rugs or other objects shall be hung from the windows or facades, deck or patio of the project or otherwise displayed in public view. No rugs or other objects shall be dusted or shaken from the windows, lanais or doors of any Unit or cleaned by beating or sweeping on any walkways, patios, entries or other exterior part of the project.

No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Element of the project outside of the disposal facilities provided for such purposes.

Every Unit Owner and occupant shall at all times keep his Unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, rules and regulations, including kennel laws and animal control laws.

11.12 Common Element Alterations. Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Element except upon the written consent of the Board and after procedures required herein or by law.

11.13 House Rules. The Board or the Association membership is empowered to pass, amend and revoke detailed, reasonable administrative rules and regulations, or "House Rules," necessary or convenient from time to time to insure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Association.

11.14 Rental Units. The Leasing or Renting of a Unit by its Owner shall be governed by the provisions of this Section 11.14:

11.14.1 No Transient Purposes. With the exception of a lender in possession of a Unit following a default in a Mortgage, a Foreclosure proceeding or any deed or other arrangement in lieu of a Foreclosure, no Unit Owner shall be permitted to Lease his Unit for hotel or transient purposes which shall be defined as Renting for any period less than thirty (30) days. The Association may by resolution of the Board prohibit the Leasing of any Unit for a period of less than six (6) months.

11.14.2 Entire Unit. No Unit Owner may Lease less than the entire Unit.

11.14.3 Written Leases. All Leasing or Rental agreements shall be in writing and be subject to this Declaration and Bylaws (with a default by the tenant in complying with this

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Declaration and/or Bylaws constituting a default under the Lease or Rental agreement). The Board shall be notified in advance of an Owner's intentions to rent or lease a Unit. The Board shall also be notified of the names of all occupants of the Unit being rented or leased

11.14.4 Rent to Association. If a Unit is Rented by its Owner, the Board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such Unit as is required to pay any amounts due the Association hereunder, plus interest and costs if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the Owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the Owner or purchaser and the Unit under this Declaration for assessments and charges, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner; nor in derogation of any rights which a Mortgagee of such Unit may have with respect to such rents. Other than as stated in this Section 11.14, there is no restriction on the right of any Unit Owner to Lease or otherwise Rent his Unit.

11.15 Maintenance of View. Trees and vegetation planted in the Common Elements shall be pruned by the Association in a manner to preserve as much view as possible from each of the Units.

11.16 Timesharing. Timesharing, as defined in the Washington Timeshare Act, is prohibited.

Article 12

COMMON EXPENSES AND ASSESSMENTS

12.1 Estimated Expenses. Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board: shall estimate the charges including Common Expenses, and any special charges for particular Units to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance, repair, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common Elements which can reasonably be expected to require replacement or a major repair prior to the end of the useful life of the Buildings. The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace, or perform such major repair, to each Common Element covered by the fund at the end of the estimated useful life of each such Common Element. The initial Board, whether elected by Declarant or elected by Unit Owners, may at any suitable time establish the first such estimate. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-

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payment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners according to Section 12.4. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds.

12.2 Payment by Owners. Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. No Owner may exempt himself from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Owner's Unit.

12.3 Commencement of Assessments. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments; provided, that in all events Assessments shall commence on a date within 60 days of the date on which seventy-five percent (75%) of the Units which may be created have been conveyed to Owners (other than Declarant or an Affiliate of Declarant). Until the Association makes an Assessment, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Units, based on a budget adopted by the Association; provided, until a date within 60 days after the date on which seventy-five percent (75%) of the Units which may be created have been conveyed to Owners (other than Declarant or an Affiliate of Declarant):

(a) the Board (whether elected by Declarant or elected by Unit Owners) may elect not to collect monthly assessments calculated as provided in Section 12.1 and instead elect to collect and expend monthly assessments based on the actual costs of maintaining, repairing, operating and insuring the Common Areas; or

(b) the Declarant may elect to pay all of certain of such actual costs and have Unit Owners pay a pro-rata share (based on each Unit's Allocated Interest) of the remainder of such costs.

12.4 Allocated Liability. Except for Assessments under Sections 12.5, 12.6, 12.7 and 12.8, all Common Expenses must be assessed against all the Units in accordance with the allocations set forth in Exhibit B. Any past due Common Expense Assessment or installment thereof bears interest at the rate established by the Association pursuant to Section 12.12.11.

12.5 Limited Common Element. Any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element shall be paid by the Owner of or assessed against the Units to which that Limited Common Element is assigned, equally.

12.6 Only Some Units Benefitted. The Board may elect that any Common Expense or portion thereof benefiting fewer than all of the Units must be assessed exclusively against the Units benefitted.

12.7 Insurance Costs. The Board may elect that the costs of insurance must be assessed in proportion to risk.

12.8 Utility Costs. The Board may elect that the costs of utilities must be assessed in proportion to usage.

12.9 Assessments for Judgment. Assessments to pay a judgment against the Association pursuant to RCW 64.34.368(1) may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their Allocated Common Expense Liabilities at the time the judgment was entered.

12.10 Owner Misconduct. To the extent that any Common Expense is caused by the misconduct of any Unit Owner, the Association shall assess that expense against the Owner's Unit.

12.11 Reallocation. If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

12.12 Lien For Assessments

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

12.12.2 Priority. A lien under Section 12.12 shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of the 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.

12.12.3 Mortgage Priority. Except as provided in Sections 12.12.4 and 12.12.5, the lien shall also be prior to the Mortgages described in Section 12.12.2(b) to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to Section 12.1, which would have become due during the six months immediately preceding the date of the 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 non-judicial foreclosure by a Mortgagee, or the date of recording of the Declaration of forfeiture in a proceeding by the vendor under a real estate contract.

12.12.4 Mortgagee Notice. The priority of the Association's lien against Units

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encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that the lien priority under Section 12.12.3 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Association gives the holder a written notice of the delinquency. This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Association.

12.12.5 Recording as Notice. Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessment under this section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this Section in the real property records of any county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in Section 12.12.3.

12.12.6 Limitation on Action. 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.

12.12.7 Foreclosure. The lien arising under Section 12.12 may be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. 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 an Association from taking a deed in lieu of foreclosure.

12.12.8 Receiver. 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 rental 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 ninety days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

12.12.9 Mortgagee Liability. Except as provided in Section 12.12.3, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through

foreclosure shall not be liable for 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 Unit 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 as provided in this Section.

12.12.10 Lien Survives Sale. The lien arising under Section 12.12 shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure, as provided in Section 12.12.9.

12.12.11 Owner 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 latter 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 waiving the lien securing such sums.

12.12.12 Late Charges. 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.

12.12.13 Attorney's Fees. The prevailing party 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 prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

12.12.14 Assessment Certificate. The Association, upon written request, shall furnish to a Unit Owner or a Mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen days after receipt of the request and is binding on the Association, the Board, and every Unit Owner, unless and to the extent known by the recipient to be false.

12.13 Acceleration of Assessments. In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days' written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

12.14 Delinquent Assessment Deposit; Working Capital

12.14.1 Delinquent Assessment Deposit.

(a) A Unit Owner may be required by the Board or by the Manager, from time to time, to make and maintain a deposit not less than one (1) month nor in excess of three (3) months estimated monthly Assessment and charges, which may be collected as are other Assessments and charges. Such deposit shall be held in a separate fund, be credited to the Unit owned by such Owner, and be for the purpose of establishing a reserve for delinquent Assessments.

(b) Resort may be had thereto at any time when such owner is ten (10) days or more delinquent in paying his monthly or other Assessments and charges. Said deposits shall not be considered as advance payments of regular Assessments. In the event the Board should draw upon said deposit as a result of a Unit Owner's delinquency in payment of any Assessments, said Owner shall continue to be responsible for the immediate and full payment of said delinquent Assessment (and all penalties and costs thereon) and thus the full restoration of said deposit, and the Board shall continue to have all of the rights and remedies for enforcing such Assessment payment and deposit restoration as provided by this Declaration and by law.

(c) Upon the sale of a Unit, the seller/Owner thereof shall not be entitled to a refund from the Association of any deposit or reserve account made or maintained with respect to such Unit pursuant to this or any other Section of this Declaration; rather, any such deposit or reserve account shall continue to be held by the Association for the credit of such Unit, and the Unit Purchaser shall succeed to the benefit thereof, and the Unit seller shall be responsible for obtaining from the Purchaser appropriate compensation therefor.

12.14.2. Working Capital Contribution. The first Purchaser of any Unit shall pay to the Association, in addition to other amounts due, an amount equal to two (2) months of monthly Assessments as a contribution to the Association's working capital. Such working capital contributions shall not be used to defray Declarant's expenses in completing the construction of the Condominium, or to pay Declarant's contributions to Association reserves. Upon the election of the first Board by Unit Owners other than Declarant, Declarant shall pay to the Association as a working capital contribution an amount equal to two (2) months of monthly Assessments for each of the Units then owned by Declarant. When a Unit owned by Declarant is sold, Declarant may apply funds collected at closing from the Purchaser to reimburse itself for funds paid to the Association for such contribution with respect to that Unit.

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Article 13
INSURANCE

13.1 In General. Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available:

13.1.1 Property insurance on the Condominium, which may, but need not, include equipment, improvements, and betterments in a Unit installed by the Declarant or the Unit Owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than one hundred percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

13.1.2 Liability insurance, including medical payments insurance, in an amount determined by the Board but not less than One Million Dollars, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

13.1.3 Workmen's compensation insurance to the extent required by applicable laws.

13.1.4 Fidelity bonds naming the members of the Board, the Manager and its employees and such other persons as may be designated by the Board as principals and the Association as obligee, in at least an amount equal to three months aggregate Assessments for all Units plus reserves, in the custody of the Association or Manager at any given time during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression.

13.1.5 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable.

13.1.6 Such other insurance (including directors and officers liability) as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veteran's Administration, or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or Owner of a Unit within the project, except to the extent such coverage is not available or has been waived in writing by such agency.

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13.2 Coverage Not Available. If the insurance described in Section 13.1 is not reasonably available, or is modified, canceled, or not renewed, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by first class United States mail to all Unit Owners, to each Eligible Mortgagee, and to each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

13.3 Required Provisions. Insurance policies carried pursuant to this Article shall:

13.3.1 Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

13.3.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

13.3.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy; and

13.3.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner or any Mortgagee;

13.3.5 Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law;

13.3.6 Contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds; and

13.3.7 Contain, if available, an agreed amount and Inflation Guard Endorsement.

13.4 Claims Adjustment. Any loss covered by the property insurance under this Article

must be adjusted with the Association, but the insurance 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 lienholders as their interests may appear. Subject to the provisions of Article 14, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders 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.

13.5 Owner's Additional Insurance. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for the Owner's own benefit.

13.6 Certificate. An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of Chapter 48.18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

13.7 Notification on Sale of Unit. 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 to the Association for the benefit of the Owners under Article 13 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

Article 14

DAMAGE OR DESTRUCTION; RECONSTRUCTION

14.1 Definitions: Significant Damage; Repair; Emergency Work.

14.1.1 As used in this Article, the term "Significant Damage" means damage or destruction, whether or not caused by casualty, to any part of the Property which the Board is responsible to maintain or repair: (a) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs; and (b) which has a significant adverse impact on the habitability of any Unit or the ability of an Owner or Owners to use the Property or any significant portion of the Property for its intended purpose.

14.1.2 As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the Building or improvements which suffered Significant Damage to

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substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

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

14.2 Initial Board Determinations. In the event of Significant Damage to any part of the Condominium, the Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery, make the following determinations with respect thereto employing such advice as the Board deems advisable:

14.2.1 The nature and extent of the Significant Damage, together with an inventory of the improvements and property directly affected thereby.

14.2.2 A reasonably reliable estimate of the cost to Repair the Significant Damage, which estimate shall, if reasonably practicable, be based upon a firm bid obtained from a responsible contractor.

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

14.2.4 The amount, if any, that the estimated cost of Repair exceeds the anticipated insurance proceeds therefor and the amount of Assessment to each Unit if such excess was paid as a Common Expense and specially assessed against all the Units in proportion to their Allocated Interest in the Common Elements.

14.2.5 The Board's recommendation as to whether such Significant Damage should be Repaired.

14.3 Notice of Damage or Destruction. The Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, provide each Owner, and each first Mortgagee with a written notice summarizing the initial Board determination made under Section 14.2. If the Board fails to do so within said thirty (30) days, then any Owner or Mortgagee may make the determination required under Section 14.2 and give the notice required under this Section.

14.4 General Provisions.

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14.4.1 Duty to Restore. Any portion of the Condominium for which insurance is required under this Article which is Significantly Damaged shall be Repaired promptly by the Association unless: (a) the Condominium is terminated; (b) Repair would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be Repaired, vote not to Repair. Even if the Significant Damage is not to be Repaired, the Board shall still have authority to perform Emergency Work. The cost of Repair in excess of insurance proceeds and reserves is a Common Expense.

14.4.2 Damage not Restored. If all or any portion of the damaged portions of the Condominium are not Repaired (regardless of whether such damage is Significant): (a) 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; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not Repaired 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 lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units.

14.4.3 Reallocation. If the Unit Owners vote not to Repair any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 15, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

14.5 Restoration by Board

If the damage (regardless of whether such damage is Significant) is to be Repaired pursuant to Section 14.4, then:

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

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

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14.6 Decision to Terminate. In the event of a decision to terminate the Condominium and not to Repair and Restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the real property), and the remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268.

Article 15 CONDEMNATION

15.1 In General. 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 the Declaration, the award must compensate the Unit Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. 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 the 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.

15.2 Partial Unit Condemnation. Except as provided in Section 15.1, 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. 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.

15.3 Common Element Condemnation. 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. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

15.4 Recording of Judgment. The court judgment shall be recorded in every county in which any portion of the Condominium is located.

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Article 9
OWNER'S ASSOCIATION

9.1 Form of Association. The Association shall be organized as a non-profit corporation under the laws of the State of Washington and shall be known as Garden Grove, A Condominium Owners Association.

9.2 Membership

9.2.1 Qualification. Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association.

9.2.2 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit and then only to the transferee of title to such Unit. 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 appurtenant thereto to the new Owner thereof.

9.3 Voting

9.3.1 Number of Votes. The total voting power of all Owners shall equal one (1) vote and the fraction voting power allocated to each Unit is set forth in Exhibit B hereof.

9.3.2 Multiple Owners. If only one of the multiple Owners of a Unit is present at a meeting of the Association, the owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

9.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the

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15.5 Association to Represent Owners. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium, and any condemnation proceeds shall be payable to the Association for the benefit of the Owners of affected Units and their Mortgagees. Should the Association not act on the Owners' behalf in a condemnation process, the affected Owners may individually or jointly act on their own behalf.

Article 16 COMPLIANCE WITH DECLARATION

16.1 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration, the Bylaws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply.

16.2 No Waiver of Strict Performance. The failure of the Board in any one or more instances to insist upon the strict performance of this Declaration, of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of any assessment from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

Article 17 LIMITATION OF LIABILITY

17.1 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 13, neither the Association nor the Board nor the Manager shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of 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.

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17.2 No Personal Liability. So long as a Board member, Association committee member, or Association officer has in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or 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), including 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 are covered by insurance obtained by the Board pursuant to Article 13.

17.3 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, 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 he may be a party, or in which he 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 in the best interest of the Association.

Article 18 MORTGAGEE PROTECTION

18.1 Change in Manager. In the event that professional management is employed by the Association, at least thirty (30) days' notice of any contemplated change in the professional manager shall be given to any Eligible Mortgagee. The Association shall not elect to terminate professional management and assume self-management without the prior written approval of sixty-seven percent (67%) of the Owners and fifty-one percent (51%) of all Eligible Mortgagees; provided that such prior consent shall not be required to change from one professional manager to another professional manager.

18.2 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not: without prior written approval of sixty-seven percent (67%) of all Eligible Mortgagees and sixty-seven percent (67%) of the Owners of record of the Units, seek by act or omission to: abandon or terminate the condominium status of the project; or abandon, encumber, sell or transfer any of the Common Elements.

18.3 Partitions and Subdivision. The Association shall not combine nor subdivide any Unit or the appurtenant Limited Common Elements, nor abandon, partition, subdivide, encumber

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or sell any Common Elements, or accept any proposal so to do, without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s), so affected.

18.4 Change in Percentages. The Association shall not make any Material Amendment (as defined in Section 21.7) to this Declaration or Bylaws (including changes in the percentages of interest in the Common Elements) without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed.

18.5 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice: (a) that the Owner/Mortgagor of the Unit has for more than sixty (60) days failed to meet any obligation under the Condominium documents; (b) of all meetings of the Association and be permitted to designate a representative to attend all such meetings; (c) of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage; (d) of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and (e) of any proposed action that requires the consent of a specified percentage of Mortgagees. To be entitled to receive notices under this Section 18.5, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guaranties) the Mortgage.

18.6 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of said Declaration or the Bylaws shall control over such other inconsistent provisions.

18.7 Insurance

18.7.1 Board Duties. With respect to a first Mortgagee of a Unit, the Board shall:

(a) Cause any insurance carrier to include in the insurance policy a standard mortgage clause, naming any mortgagee who makes written request to the Board to be so named;

(b) Furnish any such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien;

(c) Require any insurance carrier to give the Board and any and all insured (including such Mortgagees) at least thirty (30) days' written notice before canceling, reducing

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the coverage or limits, or otherwise substantially modifying any insurance with respect to the Property on which the Mortgagee has a lien (including cancellation for a premium non-payment);

(d) Not make any settlement of any insurance claims for loss or damage to any such Unit, Common or Limited Common Element exceeding Five Thousand Dollars (\$5,000) without the approval of such Mortgagee; provided, that the withholding of such approval shall not be unreasonable or in conflict with the provisions of Article 14;

(e) Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000);

(f) Give such Mortgagee written notice of any loss, damage or taking affecting any Unit or Limited Common Elements in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000);

18.7.2 Additional Policy Provisions. In addition, the insurance policy acquired shall:

(a) Provide that any reference to a Mortgagee in such policy shall mean and include any holders of Mortgages of any Unit or Unit lease, in their respective order and preference, whether or not named therein;

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

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

18.8 Inspection of Books. Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled: to inspect at all reasonable hours of weekdays (or under other reasonable circumstances) all of the books and records of the Association including current copies of this Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association (within a reasonable time following request); and, upon written request of any holder, insurer or guarantor of a first Mortgage at no cost to the party so requesting (or if this project contains fewer than fifty (50) Units, upon the written request of the holders of fifty-one percent (51%) or more of first Mortgages at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

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Article 19
EASEMENTS

19.1 General. It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common and Limited Common Elements 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 this Condominium plan. Without limiting the generality of the foregoing, each Unit and all Common and Limited Common Element is specifically subject to an easement for the benefit of each of the other Units in the Condominium for all duct work for the several Units, and for heating, ventilation, air conditioning and fireplaces and associated flues or chimneys. In addition, each Unit and all the Common and Limited Common Elements is specifically subject to easements as required for the intercom, security and electrical entry system, if any, for the electrical wiring and plumbing, for the air conditioning lines and equipment, if any, for each Unit, for the vacuum system roughed-in in each Unit, if any, and for the master antenna cable system, if any. Finally, each Unit as it is constructed is granted an easement to which each other Unit and all Common and Limited Common Element is subject to the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

19.2 Utility, Etc., Easements. The Board, on behalf of the Association and all members thereof, shall have authority to grant utility, road and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

19.3 Association Functions. There is hereby reserved to Declarant and the Association, or their duly authorized agents and representatives, such easements as are necessary, for emergency repairs and/or to perform the duties and obligations of the Association as are set forth in this Declaration, or in the Bylaws, and the Association Rules.

19.4 Encroachments. Each Unit and all Common and Limited Common Element is hereby declared to have an easement over all adjoining Units and Common and Limited Common Element, for the purpose of accommodating any encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the Building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

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The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit. The provisions of this Section 19.4 are intended to supplement Sections 4.2 and RCW 64.32.252 and, in the event of any conflict, the provisions of Section 4.2 and RCW 64.34.252 shall control.

Article 20
PROCEDURES FOR SUBDIVIDING OR COMBINING

20.1 Procedure. Subdivision and/or combining of any Unit or Units, are authorized as follows:

20.1.1 Owner Proposal. Any Owner of any Unit or Units may propose any subdividing or combining of any Unit or Units, and appurtenant Common Elements or Limited Common Elements in writing, together with complete plans and specifications for accomplishing the same and a proposed amendment to this Declaration, the Survey Map and Plans covering such subdividing or combining, to the Board, which shall then notify all other Unit Owners of the requested subdivision or combination.

20.1.2 Owner/Mortgagee Approval. Upon written approval of such proposal by sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of the Eligible Mortgagees, and of all Eligible Mortgagee(s) and Owner(s) of the Unit(s) to be combined or subdivided, the Owner(s) making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other Units or Common Elements or reasonable deadlines for completion of the work be inserted in the contracts for the work.

20.1.3 Survey Map and Plans. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments to the Survey Map, Plans, and Declaration of Condominium in accordance with the provisions of Article 21.

20.1.4 Allocated Interests. The Allocated Interests formerly allocated to the subdivided Unit shall be reallocated to the new Units in any reasonable and equitable manner prescribed by that Owner of the subdivided Unit. The Allocated Interests of the new Unit resulting from a combination of Units shall be the aggregate of the Allocated Interests formerly allocated to the Units being combined.

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Article 21
AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

21.1 In General. Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), the Association (in connection with Sections 4.3 or 7.2.3, Articles 15 or 20, or termination of the Condominium), or certain Unit Owners (in connection with Sections 4.3 or 7.2.3, or Article 20, or termination of the Condominium), and except as limited by Section 21.4, the Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

21.2 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

21.3 Recording. Every amendment to the Declaration must be recorded in every county in which any portion of the Condominium is located, and is effective only upon recording. An 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. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by RCW 64.32.216(1).

21.4 General Limitations. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected and the Owners of Units to which at least ninety percent of the votes in the Association are allocated other than the Declarant.

21.5 Execution. Amendments to the Declaration required by the Act to be recorded by the Association 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.

21.6 Special Declarant/Development Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant or Development Right provided in the Declaration without the consent of the Declarant and any Mortgagee of record (excluding Mortgagees of units owned by persons other than the Declarant) with a security interest in the Special Declarant or Development Right or in any real property subject thereto.

21.7 Material Amendments. Any amendment (other than an amendment necessary to exercise a Special Declarant Right) to a provision of this Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall

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require the consent of fifty-one percent (51%) of the Eligible Mortgagees; voting rights; Assessments, Assessment liens, or the priority of Assessment liens; reserves for maintenance, repair, and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the Common or Limited Common Elements, or rights to their use; redefinition of any Unit boundaries; convertibility of Units into Common Elements or vice versa; expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium; insurance or fidelity bond; leasing of Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision by the Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder; restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration; any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or any provisions that expressly benefit Mortgage holders, insurers, or guarantors. A Mortgagee who fails to respond within thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered by certified or registered mail with a return receipt requested.

21.8 Map and Plans Amendment. Except as otherwise provided herein, the Survey Map and Plans may be amended by revised versions or revised portions thereof referred to and described as to effect in an amendment to this Declaration adopted as provided for herein. Copies of any such proposed amendment to the Survey Map and Plans shall be made available for the examination of every Owner. Such amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the appropriate county office in conjunction with the Declaration amendment.

Article 22 MISCELLANEOUS

22.1 Notices for All Purposes

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

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his Unit; provided that the Owner or his assigns, contractors, or other agents or representatives shall not paint or in any manner cover the original sprinkler heads installed anywhere in a Unit.

11.5.2 Finished Surfaces. Substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls; provided that, hard surface flooring shall only be installed in Units in accordance with the following: (a) By the Declarant at any time, either before, during, or after purchase and occupancy by the Owner; (b) As part of original construction of the Unit; or (c) By the Owner of the Unit only after securing prior written consent of the Unit Owner below, if any (but such consent will not be required to merely replace existing hard surface flooring with substantially identical flooring). In the event that an Owner is given permission to instal hard surface flooring, including but not limited to hardwood, marble, granite, slate or other like surface, the design, construction and installation of such hard surface flooring shall meet the impact sound transmission and insulation Class II C standards as measured according to ASTM designation E492-77, Standard Method of Laboratory Measurement of Impact Sound Transmission through floor/ceiling assemblies using a "tapping machine" or other equivalent standard and measurement device as of the date of the proposed installation.

11.5.3 Area Carpets. Where hard surface flooring is installed in a Unit, area carpets shall be used to convey normal foot traffic in areas of the Unit located immediately above another Unit except area carpets are not required where such hard surface flooring is installed in the front entryway, kitchen or kitchen nook, or bathroom(s) by the Declarant, at any time, or as part of original construction.

11.5.4 Common Element. May not change the appearance of the Common Elements or the exterior appearance of a Unit without permission of the Association;

11.5.5 Adjoining Unit. After acquiring an adjoining Unit or an adjoining part of an adjoining Unit may, with approval of the Board, 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 section is not a relocation of boundaries.

11.5.6 Board Decisions. With respect to any alteration or other action requiring the Board's approval, the Board shall be allowed 30 days for decisions. The failure of the Board to act upon a request within such period shall be deemed approval thereof. Unless the proposed alteration does not comply with the Act or the Declaration or impairs the structural integrity or mechanical or electrical systems in the Condominium, the Board shall approve a Unit Owner's request.* All requests for additions and alterations shall be made in writing and the Board shall respond in written form; provided that the Board may require Owner to submit plans and specifications as needed to facilitate its decision. Except as otherwise provided herein, no work of any kind shall be conducted without the express written approval of the Board. This subsection 11.5.6 shall also apply to section 11.6

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11.6 Limited Common Element Maintenance. Limited Common Elements, as defined in Article 7, are for the sole and exclusive use of the Units for which they are reserved or assigned; provided, that the use, condition and appearance thereof may be regulated under provisions of the Bylaws, rules or this Declaration including the following:

11.6.1 Decisions by Board. Decisions with respect to the standard of appearance and condition of Limited Common Elements, and with respect to the necessity for, and manner of, caring for, maintaining, repairing, repainting or redecorating Limited Common Elements ("Maintenance Work" herein), shall be made by the Board.

11.6.2 Performance of Work. Performance of such Maintenance Work shall be carried out by the Board on behalf of the Owner or Owners of Units to which the Limited Common Element in question is assigned or reserved; provided, that by written notice, the Board may permit such Owner or Owners to perform such Maintenance Work themselves;

11.6.3 Board Approval. Owners may not, however, modify, paint, or otherwise decorate, or in any way alter their respective Limited Common Elements without prior written approval of the Board;

11.6.4 Owner Pays Cost. Unit Owners will be responsible for the cost of such Maintenance Work for the Limited Common Elements reserved for or assigned to their Units;

11.6.5 Multiple Owners. With respect to a Limited Common Element reserved for or assigned to more than one Unit for the mutual and joint use thereof, the cost of such Maintenance Work for such Limited Common Element shall be divided in equal shares among the Units for which such Limited Common Element is reserved.

11.6.6 Cost as Special Charge. With respect to any such Maintenance Work performed by the Board, the cost thereof (or the appropriate share thereof if the Limited Common Element in question has been assigned or reserved jointly to more than one Unit) shall be levied as a special charge against the Unit or Units (and the Owner or Owners thereof) to which such Limited Common Element is assigned or reserved.

11.7 Exterior Appearance. In order to preserve a uniform exterior appearance of the Building and the Common and Limited Common Elements visible to the public, the Board shall require and provide for the painting and other decorative finish of the Building, lanais or patio/yard areas, or other Common or Limited Common Elements, and prescribe the type and color of such decorative finishes. Furthermore, the Board shall regulate any modification or decoration of the Building, lanais, patio/yard areas or other Common or Limited Common Elements undertaken or proposed by any Owner, including prohibiting or requiring such modifications. The Board's power shall extend to screens, doors, awnings, rails or other visible portions of each Unit and Building. In all events, the Board shall determine the uniform color and kind of Unit window coverings (including draperies, blinds, shades, etc.) visible from the exterior

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22.1.2 Mortgagee Notice. Upon written request therefor, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by its security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

22.2 Mortgagee's Acceptance

22.2.1 Priority of Mortgage. This Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgage.

22.2.2 Acceptance Upon First Conveyance. Unless otherwise expressly approved by the Purchaser of a Unit, Declarant shall not consummate the conveyance of title of such Unit until Mortgagee referred to in Section 22.2.1 shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act, for partial release of Units with their appurtenant Limited Common Elements and Allocated Interest in Common Elements from the lien of said Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the Condominium status of the Units remaining subject to its Mortgage as well as its acknowledgment that such appropriate arrangements for partial release of Units have been made; provided, that, except as to the Units (and their Allocated Interests in Common Elements) so released, said Mortgage shall remain in full effect as to the entire Property.

22.3 Severability. The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants effect the common plan.

22.4 Conveyances: Notice Required. The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying: the Unit to be sold; the name and address of the Purchaser, of the closing agent, and of the title insurance company insuring the Purchaser's interest; and 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. It is understood, however, that a violation of this Section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

22.5 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any

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person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of one or more Units and include Development Rights and Special Declarant Rights).

22.6 Effective Date. This Declaration shall take effect upon recording.

22.7 Reference to Survey Map and Plans. The Survey Map and Plans of the Condominium referred to herein consist of 6 sheets as prepared by _____, and 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 9707155002

22.8 Structural Component/Mechanical System Completion. Declarant certifies that the structural components and mechanical systems of all Buildings containing or comprising any Units hereby created are substantially completed.

ARTICLE 23 SPECIAL DECLARANT RIGHTS DEVELOPMENT RIGHTS

23.1 Special Declarant Rights As more particularly provided in this Article, Declarant, for itself and any successor Declarant, has reserved the following Special Declarant Rights:

23.1.1 Completion of Improvements. Declarant, its agents, employees and contractors shall have the right to complete 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 Declarant and a Unit Purchaser; necessitated by any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

23.1.2 Sales Facilities of Declarant. Declarant, its agents, employees and contractors shall be permitted to establish and maintain in any Unit still owned by Declarant and in any of the Common Elements (other than Limited Common Elements assigned to Units not owned by Declarant), such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Units and appurtenant interests, 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. Any such facilities not designated a Unit by the Declaration is a Common Element and, if Declarant ceases to be a Unit Owner, the Declarant ceases to have any rights with regard thereto unless it is removed promptly

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from the Condominium, which Declarant shall have the right to do. Declarant may maintain signs on the Common Elements advertising the Condominium. The provisions of this Section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of: the Unit and appurtenant Limited Common Elements; and those portions of the Common Elements reasonably necessary to use and enjoy such Unit and Limited Common Elements.

23.1.3 Exercise of Development Rights. Declarant shall have the right to exercise Development Rights, if any, under this Declaration and the Act.

23.1.4 Combination with Larger Project. Declarant shall have the right to make the Condominium part of a larger condominium or development under RCW 64.34.276, and the Allocated Interests of Units shall be reallocated using the same formula as provided in either Exhibit B, B-1 and/or B-2.

23.1.5 Subject to Master Association. Declarant shall have the right to make the Condominium subject to a Master Association under RCW 64.34.276.

23.1.6 Termination of Declarant Rights. Except as otherwise provided in this Declaration, the foregoing Special Declarant Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Development Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

23.2 Development Rights. As more particularly provided in this Article, the Declarant, for itself and any successor Declarant, has reserved the following Development Rights:

23.2.1 Parking/Storage Assignment.

(a) The total number of parking spaces which are anticipated for this Condominium are shown on Exhibit A attached hereto, and the general locations of such parking spaces and storage areas are depicted on the Survey Map and Plans.

(b) Unless the property does not have sufficient off-street parking and/or storage areas for each Unit, the Owner of each Unit has the unqualified right to use at least one parking space and storage area, either to be a part of the Unit, or to be allocated as provided in this Section 23.2.1.

(c) Declarant reserves the right to make the initial allocation of parking spaces, driving areas, and storage areas to each Unit such allocation being made pursuant to

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Section 7.1.2, 7.1.3 and 7.1.4 and Exhibits attached hereto (or by amendments thereto). With respect to each Unit, Declarant shall make such allocations prior to or contemporaneously with the closing of the sale of such Unit by Declarant.

(d) Until the approximate locations are shown on the Survey Map and Plans, and an allocation to Units is made by this Declaration or amendments thereto, such parking spaces, driving areas and storage areas shall continue as part of the Common Elements (but not as Limited Common Elements).

(e) Once the Declarant's right to make such allocations has expired, the balance of any parking spaces, driving areas, and storage areas, if any, not so allocated to specific Units shall continue as part of the Common Elements (not as Limited Common Elements) to be used in accordance with the rules and regulations established from time to time by the Board.

(f) If Declarant elects to reallocate parking or storage previously allocated to Units still owned by Declarant, Declarant shall comply with the provision of Section 7.2.2; such reallocation is expressly recognized as being authorized by and in compliance with this Declaration.

23.2.2 Development in Phases

(a) Right to Phase. This Condominium will be developed and established in more than one (1) phase. This Declaration provides a description of: the land within all phases; the general Common and Limited Common Elements for all phases; and the Units and Buildings for Phase 1 (and either herein or an amendment hereto, for the remainder of possible phases). The Survey Map and Plans, filed simultaneously herewith, depict certified as-built with respect to Phase 1 the following: a survey of the surface of the land for Phase 1 and all possible phases; the location of the Buildings for Phase 1; and the plans of the Buildings for Phase 1 showing as to each Unit in Phase 1 the vertical and horizontal boundaries, the location of all such Units, and the number and dimensions of all such Units. Said Survey Map and Plans, or amendments thereto, shall show such data with respect to the remainder of phases. The provisions regarding Phase 1 shall be effective immediately to establish Phase 1 (including the Phase 1 land and all Units, Buildings and other improvements constructed thereon) as a Condominium under the Act. The provisions regarding subsequent phases shall not be effective to establish subsequent phases (including the land and all Units, Buildings and other improvements constructed thereon) as a Condominium under the Act until Declarant records an amendment to the Declaration (and an amendment to the Survey Map and Plans, if necessary) pursuant to subsection 23.2.5.

(b) Declaration, Survey Map and Plans Amendments. For each subsequent phase following Phase 1, the Declarant shall execute and record an amendment to this Declaration stating that said subsequent phase (including the subsequent phase land, and all Units, Buildings and other improvements thereon) is established as a Condominium under the Act. From and after the recording of said amendment, all of the land within Phase 1 and within subsequent phases for

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which such an amendment has been recorded, together with all Units, Buildings and other improvements constructed thereon, shall constitute a single Condominium pursuant to the Act and the provisions of this Declaration. In conjunction with said amendment to the Declaration, an updated or revised Survey Map, or Plans, or both, shall be filed if the previous Map and Plans filed affecting or describing said subsequent phase lack required detail, certification or other matters required under the Act. The Declarant is the Unit Owner of any Units thereby created. The amendment to the Declaration shall assign an Identifying Number to each new Unit created, and reallocate the Allocated Interests among all Units. The amendment must describe any Common Elements and any Limited Common Elements thereby created and, in the case of Limited Common Elements, designate the Unit to which each is allocated to the extent required by RCW 64.34.228. Development Rights may be reserved within any real property added to the Condominium if the amendment adding that real property includes all matters required by RCW 64.34.216 or 64.34.220, as the case may be, and the Survey Map and Plans include all matters required by RCW 64.34.232. This provision does not extend the time limit on the exercise of Development Rights imposed by this Declaration.

(c) Common Elements. All Common Elements for each phase will be utilized by Unit Owners of the next succeeding phase as it is established, and the additional Owners will, after the effective date of the subsequent phase, also share in the expenses of such Common Elements. Owners in a prior phase will utilize the Common Elements for the subsequent phases and also share in the expense thereof.

(d) Completion. Declarant shall complete subsequent phases in accordance with the plans and specifications prepared from time to time by or for Declarant and as approved from time to time by governmental authorities having jurisdiction thereof and by the lender or lenders financing the construction of subsequent phases. Improvements within subsequent phases will be reasonably consistent with improvements in prior phases in terms of quality of construction. Completion of subsequent phases will be pursued by Declarant as expeditiously as reasonably possible, subject to delays for reasons (including, but not limited to, financing availability, labor disputes, material shortages, and acts of God) reasonably beyond the control of Declarant. All improvements for subsequent phases shall be substantially completed before such phase is incorporated into the Condominium by amendment as provided in subsection 23.2.2(b) above.

(e) Allocated Interests. It is specifically covenanted that the Allocated Interests for Phase 1 are calculated with respect to the Units within Phase 1. At such time as additional phases are made effective by the filing of the above-described Declaration Amendment by Declarant, the Allocated Interests thereafter effective for all Units in Phase 1 and those added in each subsequent phase shall be reallocated as provided in Exhibit B attached hereto.

(f) Assessments Based on Allocated Interests for Phases. All Assessments for the various phases shall utilize and be based on the Allocated Interests stated for that phase until the succeeding phase is activated and commenced. The Declarant or Board may upon the

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activation of any phase, based on the reallocation of Allocation Interests, recompute the budget and the Assessments, and impose the revised Assessments.

(g) Easements for Phased Development.

(i) In addition to the general easements reserved by statute and by reference in other sections of this Declaration, there is reserved a non-exclusive easement in favor of Declarant (and Declarant's heirs, successors, assigns and purchasers) over and across the Phase 1 land (and across the land hereafter described in Exhibit A, as hereafter amended, for any subsequently completed phase) for ingress and egress and over and across easements, roadways, and utility lines specified or established in and for completed phases, and the right to connect thereto is reserved. Such reservations are for the purpose either of completing subsequent phases, or otherwise developing portions of the land for other purposes if not completed as a Condominium phase.

(ii) The easements reserved under this Section shall entitle the Declarant (and Declarant's heirs, successors, assigns), for development of each successive phase of the Condominium, or for development and utilization of the lands to have been included in any phase if such lands are utilized for other purposes under the powers reserved to Declarant: to tie into water, sewer, storm sewer, electrical, gas, telephone or other utility lines of all varieties; to connect with roadways or utility systems developed and emplaced in the completed phases of the Condominium; and, to the extent as owners and occupants within the Condominium, utilize any recreational facilities developed in completed phases of the Condominium.

(iii) Declarant shall bear the cost of tie-ins to said utilities and roads and will not connect with said utilities in a manner that impairs or significantly reduces the quality of the utility service to the land described in Exhibit A as Phase 1 and for the land in a subsequently completed phase; provided, that if said tie-ins cause an increase in the cost of delivering affected utility services to Phase 1 and for land in any subsequently completed phase, that cost shall be borne by the Declarant.

(iv) Any land which is not developed as a subsequent phase of the Condominium and which utilizes and benefits from the utility, roadway easements and recreational facility reserved to Declarant hereunder, shall pursuant to an irrevocable covenant running with the land be obligated to pay a pro rata share (based on relative number of living units) of the costs of subsequent repairs, maintenance and operation of said utilities, roadways and recreational facilities.

(v) Declarant (and Declarant's heirs, successors and assigns) shall have a non-exclusive easement to construct and maintain (at any time and at Declarant's sole cost and expense and in the exercise of Declarant's sole discretion and at such locations within Phase 1 and within any subsequently completed phases of the Condominium as Declarant may determine) such signs as Declarant may deem necessary for the identification of the name, location and

direction, and for the sale or renting, of Buildings and Units, regardless of whether such Buildings and Units are located on land which is within a subsequent phase of the Condominium or on land which the Declarant under powers reserved hereunder has elected not to develop as a phase of the Condominium.

(h) Liens Arising in Connection with Phases. At the time the amendment incorporating a subsequent phase into the Condominium is made, no lien arising in connection with the Declarant's ownership of, and construction of improvements upon, the subsequent phase land will adversely affect the rights of existing Unit Owners or the priority of first Mortgages on Units in the existing Condominium Property. All taxes, assessments, mechanics liens, and other charges affecting a subsequent phase land will be paid or otherwise satisfactorily provided for by the Declarant.

(i) Withdrawal of Subsequent Phases. If, despite the good faith efforts of Declarant, and for reasons (including, but not limited to, financing availability, labor disputes, material shortages and acts of God) beyond the reasonable control of Declarant, all or any of the subsequent phases are not completed and/or the amendment(s) provided for in this Section is not recorded, then Declarant at any time may elect not to incorporate all or some of such subsequent phases into the subject Condominium project and elect not to record the amendments provided on in this Section. To effectuate the foregoing, Declarant, upon its sole signature and without further consent of any of the other Owners being required, may file such amendment to this Declaration and to the Survey Map and Plans as is necessary to withdraw the land within such subsequent phases (and improvements constructed thereon) from the provisions of this Declaration and to relinquish Declarant's rights under this Section. In the event Declarant should exercise its rights under this Section to withdraw the land within such subsequent phases (and improvements thereon), from the provisions of this Declaration, or if the Declarant's right to add phases expires pursuant to Section 23.2.2(j)(iii), then: the phases in fact made a part of the Condominium shall thereafter continue to constitute a complete, fully operational Condominium; land within such subsequent phases (and improvements thereon) may be used for any other lawful purpose in Declarant's discretion; and the easements provided for in this Section (including without limitation Section 23.2.2(g)) shall continue for the benefit of land within such subsequent phases and Declarant (and its heirs, successors and assigns) for the development and utilization of land within such subsequent phases.

(j) Limitation of Declarant's Rights.

(i) It is understood that the total project (if all phases are completed) shall include Condominium residential Units not exceeding in number 156.

(ii) At the time of recording this Declaration, Declarant may not have acquired title to or an interest in the land for some or all of the land for phases subsequent to Phase 1. Declarant shall not be entitled to exercise its rights to include the land for phases subsequent to Phase 1 (and improvements thereon) as a part of this Condominium until such time

as Declarant has acquired title to or an interest in the land necessary for such subsequent phase.

(iii) Notwithstanding any other provision of this Declaration, Declarant's right to add phases by amendments under this Section shall expire seven (7) years after initial Declaration recording.

(k) Parking/Storage not in Condominium

(i) Some parking spaces, which are assigned for the exclusive use of a Unit within this Condominium, may be physically located within a phase which has not yet been made part of this Condominium. The owner of such Unit shall have a perpetual and exclusive easement to use such parking space for its intended purpose. Said parking space shall for all purposes be treated as a Limited Common Element subject to the provisions of this Declaration. At such time as the phase in which said parking space is located is recorded and made a part of this Condominium, said parking space shall be a Limited Common Element of the Unit to which it has been assigned.

(ii) Some parking spaces which are intended for the exclusive use of a Unit located in a phase which has not yet been made a part of this Condominium, may be physically located within this Condominium. The owner of such Unit (whether or not then constituting a condominium unit under the Act) shall have a perpetual and exclusive easement to use such parking space for its intended purposes. Such parking space shall for all purposes be subject to the provisions of this Declaration to the same extent as if such parking space was a Limited Common Element assigned to a Unit within the Condominium. At such time as the phase in which said Unit is located is recorded and made a part of this Condominium, said parking space shall be a Limited Common Element of the Unit to which it has been assigned.

23.2.3 Subdivision and Combination. Declarant shall have the right to subdivide or combine Units (owned by Declarant) or convert Units (owned by Declarant) 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:

(a) 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 Article 15.

(b) 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.

(c) If Declarant combines two or more Units, the amendment to the

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Declaration must reallocate to the new Unit all of the Allocated Interests formerly allocated to the Units so combined.

23.2.4 Withdrawal of Property. Declarant shall have the right to withdraw Real Property from the Condominium as provided in Section 23.2.2 subject to the following limitations:

(a) If all the Real Property is subject to withdrawal, and the Declaration or Survey Map or amendment thereto does not describe separate portions of Real Property subject to that right, none of the Real Property may be withdrawn if a Unit in that portion of the Real Property is owned by a person other than the Declarant; and

(b) If a portion or portions are subject to withdrawal as described in the Declaration or in the Survey Map or in any amendment thereto, no portion may be withdrawn if a Unit in that portion of the Real Property is owned by a person other than the Declarant.

23.2.5 Boundaries of Limited Common Elements. Declarant shall have the right to establish, expand, contract or otherwise modify the boundaries of any Limited Common Element allocated to a Unit; provided, the prior consent will be required from the Owner of the Unit.

23.2.6 Different Parcels; Different Times

(a) Any Development Right may be exercised with respect to different parcels of Real Property at different times;

(b) No assurances are made as to final boundaries of such parcels or as to the order in which those parcels may be subjected to the exercise of each Development Right; and

(c) 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.

23.2.7 Exercise of Development Right. To exercise any Development Right reserved under Section 23.2, the Declarant shall prepare, execute, and record an amendment to the Declaration under Article 21 and comply with RCW 64.34.232.

23.2.8 Termination of Development Rights. Except as otherwise provided in this Declaration, the foregoing Development Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Special Declarant Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration,

which amendment specifies which Right is thereby terminated.

23.3 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 Declarant pursuant to or created by this Declaration or the Act.

23.4 Declarant's Easements. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Declaration.

DATED as of: September 18, 1996

DECLARANT: Metco Homes, L.L.C.

BY: Michael S. Mietzner
Michael S. Mietzner, Member

STATE OF WASHINGTON §

COUNTY OF SNOHOMISH §

On this 15th day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mike Mietzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member, of Metco Homes, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Chris Standley
NOTARY PUBLIC in and for the State of
Washington, residing in Everett
My commission expires: Jan. 9, 01
Print Notary Name: Chris L. Standley

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of trust assets paid or delivered to the Association in its capacity as trustee.

10.8 Common Elements, Conveyance, Encumbrance.

10.8.1 In General. Portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association if the Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant or an Affiliate of Declarant, agree to that action; but all the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale or financing are an asset of the Association.

10.8.2 Agreement. An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Condominium is situated and is effective only upon recording.

10.8.3 Conditions Precedent. The Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to Sections 10.8.1 and 10.8.2. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

10.8.4 Void Transactions. Any purported conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this Section, is void.

10.8.5 Support Right. A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Unit of its rights of access and support.

10.8.6 Prior Encumbrances. A conveyance or encumbrance of Common Elements pursuant to this section shall not affect the priority or validity of preexisting encumbrances either on Units (and their Allocated Interest in Common Elements) or on Common Elements.

10.9 Termination of Contracts and Leases. If entered into before the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office, (1) any management contract, employment contract, or lease of recreational or parking areas or facilities, (2) any other contract or lease between the Association and a Declarant or an Affiliate of a Declarant, or (3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing may be terminated without penalty by the Association at any time after the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office upon not less than ninety days' notice to the other party or within such lesser notice period provided for

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(r) Maintain and repair any Unit, its appurtenances and appliances, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the Condominium, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner; provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair; and

(s) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Units responsible to the extent of their responsibility.

10.4.2 The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power.

10.4.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Owners or any of them.

10.4.4 The Board and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units and Limited Common Elements.

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as shown on the Survey Map and Plans, the boundaries of said storage locker being defined by the Interior Surfaces of top, bottom, door and sides of said storage locker.

7.1.4 Storage (Other). The storage locker, if any, which may be allocated to a Unit by this Declaration or amendments thereto, the boundaries of said storage locker being defined by the Interior Surfaces of top, bottom, door and sides of said storage locker.

7.1.5 Miscellaneous. Such other Limited Common Elements, if any, as may be described in Exhibit A attached hereto or depicted and labeled on the Survey Map and Plans.

7.1.6 Boundary. If there is no fence, wall or other enclosure establishing the boundary of a Limited Common Element, then the boundary shall be as depicted on the Survey Map and Plans.

7.2 Transfer of Limited Common Elements

7.2.1 Renting. After Declarant's initial allocation, a Unit Owner may rent or lease the parking space and/or storage areas allocated to that Unit to any other Unit Owner; provided, that the rental or lease term shall automatically expire on the date the lessor/Unit Owner disposes of its interest in the Unit (whether such disposition is by deed, contract, foreclosure or otherwise); and provided further, that the Board shall be notified in writing of the existence of any such rental or lease arrangement.

7.2.2 Reallocation Between Units. Except in the case of a reallocation being made by the Declarant pursuant to a Development Right reserved in this Declaration, a Limited Common Element may only be reallocated between Units with the approval of the Board and by an amendment to the Declaration executed by the Owners of, and approved in writing by the Mortgagees holding Mortgages against, 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 thirty days unless the proposed reallocation does not comply with the 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.

7.2.3 Common to Limited Common, Etc. Owners of Units to which at least sixty-seven percent of the votes are allocated, including the Owner of the Unit to which the Limited Common Element will be assigned or incorporated, must agree to reallocate a Common Element as a Limited Common Element or to incorporate a Common Element or a Limited Common Element into an existing Unit. Such reallocation or incorporation shall be reflected in an amendment to the Declaration, Survey Map, or Plans. Provided, however, this Section shall not apply with respect to any such reallocation or incorporation made as a result of the exercise of any Development Right reserved by Declarant.

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**GARDEN GROVE, A CONDOMINIUM
EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

a. Legal Description of All Possible Phases:

b. Legal Description of Phase 1:

c. Legal Description of Remainder of Phases:

The land described in Paragraph 1a less the land described in Paragraph 1b.

2. Description of any Real Property which may be allocated subsequently by the Declarant as Limited Common Elements (other than Limited Common Elements specified in Sections 4.1.2 and 4.1.4):

See Paragraph 1 above.

3. Description of the Real Property to which any Development Right or Special Declarant Right applies:

See Paragraph 1 above.

4. Moorage Slips: None.

5. Recreational Facilities: None.

6. Parking: (if all possible phases are included)

| | |
|--------------|------------|
| a. Uncovered | 181 |
| b. Covered | |
| c. Enclosed | 189 |
| TOTAL | <u>370</u> |

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**GARDEN GROVE, A CONDOMINIUM
EXHIBIT B TO THE DECLARATION (AS TO PHASE 1)**

| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION— NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
|--------------------|----------------|-------------------|------------------------------|-----|----------|------------|----------------------|--------|-------|
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | 1/2 | | | | | |
| PHASE 1 | | | | | | | | | |
| A | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,952 |
| A | 2 | 1st & 2nd | 2 | 1 | 2 | 1 | 1840 | 400 | 2,110 |
| B | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,952 |
| B | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,952 |
| C | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,952 |
| C | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,952 |
| D | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 2100 | 400 | 2,500 |
| D | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 2100 | 400 | 2,500 |
| | | | | | | | | | |
| V | 101 | 1st | 2 | 1 | 3 | 1 | 1159 | 200 | 1,359 |
| V | 102 | 1st | 2 | 1 | 2 | 1 | 963 | 200 | 1,163 |
| V | 103 | 1st | 2 | 1 | 2 | 1 | 927 | 200 | 1,127 |
| V | 104 | 1st | 2 | 1 | 2 | 1 | 927 | 200 | 1,127 |
| V | 201 | 2nd | 2 | 1 | 3 | 1 | 1159 | 200 | 1,359 |
| V | 202 | 2nd | 2 | 1 | 2 | 1 | 963 | 200 | 1,163 |
| V | 203 | 2nd | 2 | 1 | 2 | 1 | 927 | 200 | 1,127 |
| V | 204 | 2nd | 2 | 1 | 2 | 1 | 927 | 200 | 1,127 |

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UNIT SQUARE FOOTAGE AREA NOTES

* Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; be based on interior surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

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**GARDEN GROVE, A CONDOMINIUM
EXHIBIT B-1 TO THE DECLARATION (AS TO PHASE I)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| A | 1 | 1540 | 0.1121 | \$150,000 | 0.1145 |
| A | 2 | 1840 | 0.1339 | \$170,000 | 0.1298 |
| B | 1 | 1540 | 0.1121 | \$150,000 | 0.1145 |
| B | 2 | 1540 | 0.1121 | \$150,000 | 0.1145 |
| C | 1 | 1540 | 0.1121 | \$150,000 | 0.1145 |
| C | 2 | 1540 | 0.1121 | \$150,000 | 0.1145 |
| D | 1 | 2100 | 0.1528 | \$195,000 | 0.1489 |
| D | 2 | 2100 | 0.1528 | \$195,000 | 0.1489 |
| totals | | 13740 | 1.0000 | 1310000 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

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**GARDEN GROVE, A CONDOMINIUM
EXHIBIT C TO THE DECLARATION (AS TO PHASE 1)**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | | |
| | | | | | |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

9707150511

**GARDEN GROVE
A CONDOMINIUM
PHASE 1
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON**

LEGAL DESCRIPTION (ALL POSSIBLE PHASES)
LOTS 1, 2, 14 AND 15, BEING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, T.28N., R.4E., W.M., SNOHOMISH COUNTY, WASHINGTON, BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993, AND BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993.

LEGAL DESCRIPTION - PHASE 1
LOTS 1, 2, 14 AND 15, BEING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, T.28N., R.4E., W.M., SNOHOMISH COUNTY, WASHINGTON, BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993, AND BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993.

LEGAL DESCRIPTION - FUTURE PHASES
THE LAND DESCRIBED IN ALL POSSIBLE PHASES
LESS THE LAND DESCRIBED IN PHASE 1.
ALL STRATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE TIME OF THE SURVEY. I, Jeffrey A. Smith, A WASHINGTON LAND SURVEYOR, BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993, AND BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993.



Jeffrey A. Smith
LAND SURVEYOR
COMMISSION NO. 22669
DATE July 15, 1993

LAND SURVEYOR'S VERIFICATION

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH)
I, Jeffrey A. Smith, LAND SURVEYOR, BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993, AND BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993, DO HEREBY CERTIFY THAT THE SURVEY WAS MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE TIME OF THE SURVEY.

Jeffrey A. Smith
LAND SURVEYOR
COMMISSION NO. 22669
DATE July 15, 1993

SUBSCRIBED AND SWORN TO before me this 11th day of July, 1993.

Billy A. Mitchell

Billy A. Mitchell
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NO. 22669
DATE July 15, 1993

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE SEVERAL LOTS IN THE "GARDEN GROVE A CONDOMINIUM PHASE 1" PROJECT, BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993, AND BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993, DO HEREBY DEDICATE AND CONVEY TO THE PUBLIC THE RIGHT OF WAY FOR THE CONSTRUCTION OF A HIGHWAY OR ROADWAY THROUGH THE SEVERAL LOTS IN THE "GARDEN GROVE A CONDOMINIUM PHASE 1" PROJECT, BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993, AND BEING THE SAME AS SHOWN ON THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993.

UVED HOMES, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

UVED HOMES, L.L.C.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH)
I, UVED HOMES, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, DO HEREBY ACKNOWLEDGE THAT THE SURVEY WAS MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE TIME OF THE SURVEY.

UVED HOMES, L.L.C.
LAND SURVEYOR
COMMISSION NO. 22669
DATE July 15, 1993

RECORDING CERTIFICATE

FILED FOR RECORD AT THE OFFICE OF THE SNOHOMISH COUNTY AUDITOR ON July 15, 1993 AT 10:00 AM IN BOOK 10 PAGE 917 OF THE PLAT OF "GARDEN GROVE A CONDOMINIUM PHASE 1" FILED FOR RECORD IN THE SNOHOMISH COUNTY AUDITOR'S OFFICE ON JULY 15, 1993.

Bob T. Smith
SNOHOMISH COUNTY AUDITOR

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 917)
IN SE1/4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL SAUERLAND & ASSOCIATES, INC.,
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 778-1591
L&A FILE NO. 3034.01

9707155DD2 26SF

BASIS OF BEARINGS
 ALL BEARINGS ARE BASED ON THE PLAT OF JACOBSON
 SECTION 24, T.28N., R.4E., W.M., RECORDS
 OF SNOHOMISH COUNTY, WASHINGTON

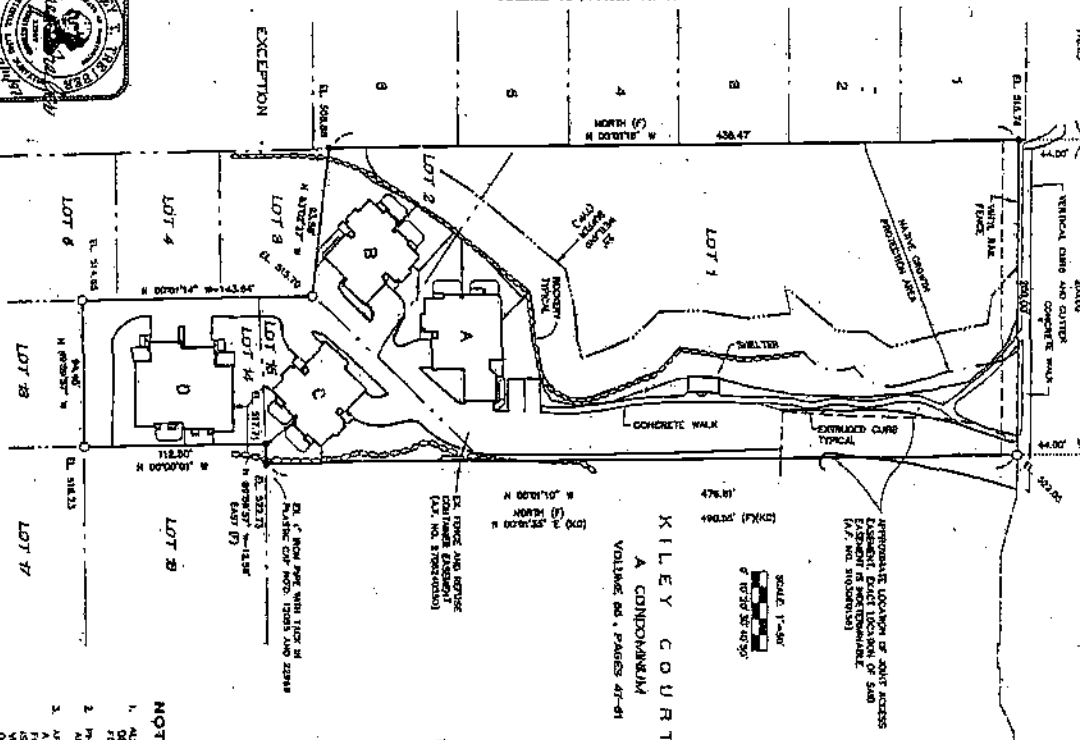
112TH STREET SW

GARDEN GROVE A CONDOMINIUM PHASE 1 SECTION 24, T.28N., R.4E., W.M. SNOHOMISH COUNTY, WASHINGTON

DATUM
 NAD 83 (1983)
BENCHMARK
 CITY OF EVERETT STATION, ELEVATION 100.00
 ABOUT 100 FEET WEST OF EVERETT ROAD
 ELEVATION = 528.22
 TOP OF 4" x 4" CONCRETE MONUMENT,
 0.5' DEEP, WITH 3 CORNER IRONS
 1/4" OF TOP CONCRETE MISSING, NO POINT FOUND
 USED HIGHEST POINT OF TOP OF CONCRETE FOR BENCHMARK

STATISTICS
 ELEVATION: 528.22
 METHOD: FIELD TRAVERSE
 ACCURACY: 1/4" PER 1000
 SNOHOMISH COUNTY: 3/20/76

HAMPTON COURT II
 VOLUME 48, PAGES 147-149



SCALE 1"=50'
 0' 10" 20" 30" 40" 50'



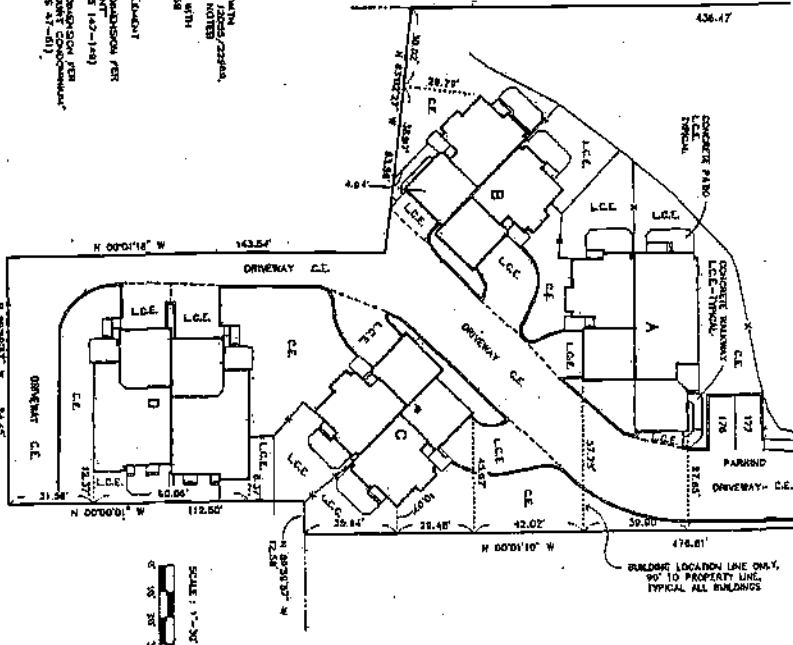
KILEY COURT A CONDOMINIUM VOLUME 48, PAGES 47-51

LEGEND

- 1. EX. 1/4" SECTION WITH PLASTIC CAP WITH 12000/22800, UNLESS OTHERWISE NOTED
- 2. EX. CONCRETE WALL WITH WALKER HOB, 22800
- 3. EX. COMMON ELEMENT
- 4. EX. COMMON ELEMENT
- 5. EX. COMMON ELEMENT
- 6. EX. COMMON ELEMENT
- 7. EX. COMMON ELEMENT
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- 92. EX. COMMON ELEMENT
- 93. EX. COMMON ELEMENT
- 94. EX. COMMON ELEMENT
- 95. EX. COMMON ELEMENT
- 96. EX. COMMON ELEMENT
- 97. EX. COMMON ELEMENT
- 98. EX. COMMON ELEMENT
- 99. EX. COMMON ELEMENT
- 100. EX. COMMON ELEMENT

NOTES

1. ALL LOTS ARE SUBJECT TO DEED RESTRICTIONS SET FORTH IN THE DECLARATION.
2. PARKING MAY BE WITHDRAWN AND/OR ADDED TO CONDOMINIUM.
3. AREA IN FRONT OF GARAGE IS FOR LAND TO BE USED FOR COMMON ELEMENTS. NO OTHER USES ARE ALLOWED. THE BENCHMARK OF THE COMMON ELEMENTS IS THE COMMON ELEMENT.



SCALE 1"=50'
 0' 10" 20" 30" 40" 50'

BINDING SITE PLAN 9707155002

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
 BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 97)
 IN 9E1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
 LOVELL SAUERLAND & ASSOCIATES, INC.,
 19400 3RD AVENUE W., SUITE 200
 LYNNWOOD, WASHINGTON 98036 PH: 775-1691
 LSA FILE NO. 3634.01



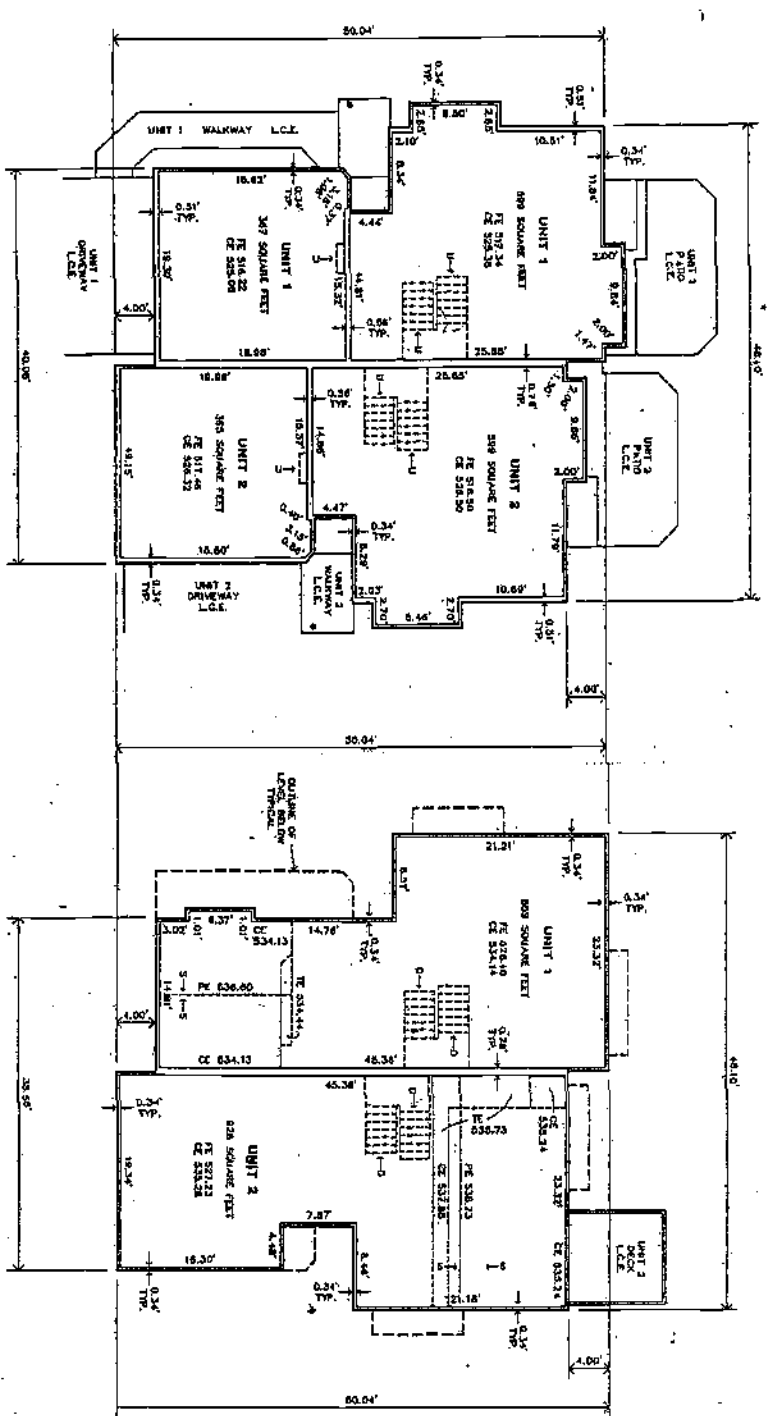
D = DOWN
 C = CONCRETE
 L.C. = LATERAL CONCRETE
 S = DIRECTION OF SLOPE
 CE = CEILING ELEVATION
 FE = FLOOR ELEVATION
 TE = TOP ELEVATION

PH: 775-1581
SHEET 3 OF 6



GARDEN GROVE
A CONDOMINIUM
PHASE 1
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

- LEGEND**
- U - UNIT
 - D - DRIVE
 - C.E. - COMMON ELEMENT
 - L.C.E. - LIMITED COMMON ELEMENT
 - S - SECTION
 - D.S. - DIRECTION OF CLOTHING SLOPE
 - FE - FLOOR ELEVATION
 - FE - FLOOR ELEVATION
 - FE - TOP ELEVATION



FIRST FLOOR

SECOND FLOOR

BUILDING B

| UNIT | UNIT FLOOR | UNIT FLOOR | TOTAL AREA (SQ. FT.) |
|--------|------------|------------|----------------------|
| UNIT 1 | 289 | 290 | 1,458 |
| UNIT 2 | 289 | 290 | 1,525 |

| UNIT | UNIT FLOOR | UNIT FLOOR | TOTAL AREA (SQ. FT.) |
|--------|------------|------------|----------------------|
| UNIT 1 | 287 | 288 | 1,458 |
| UNIT 2 | 287 | 288 | 1,525 |



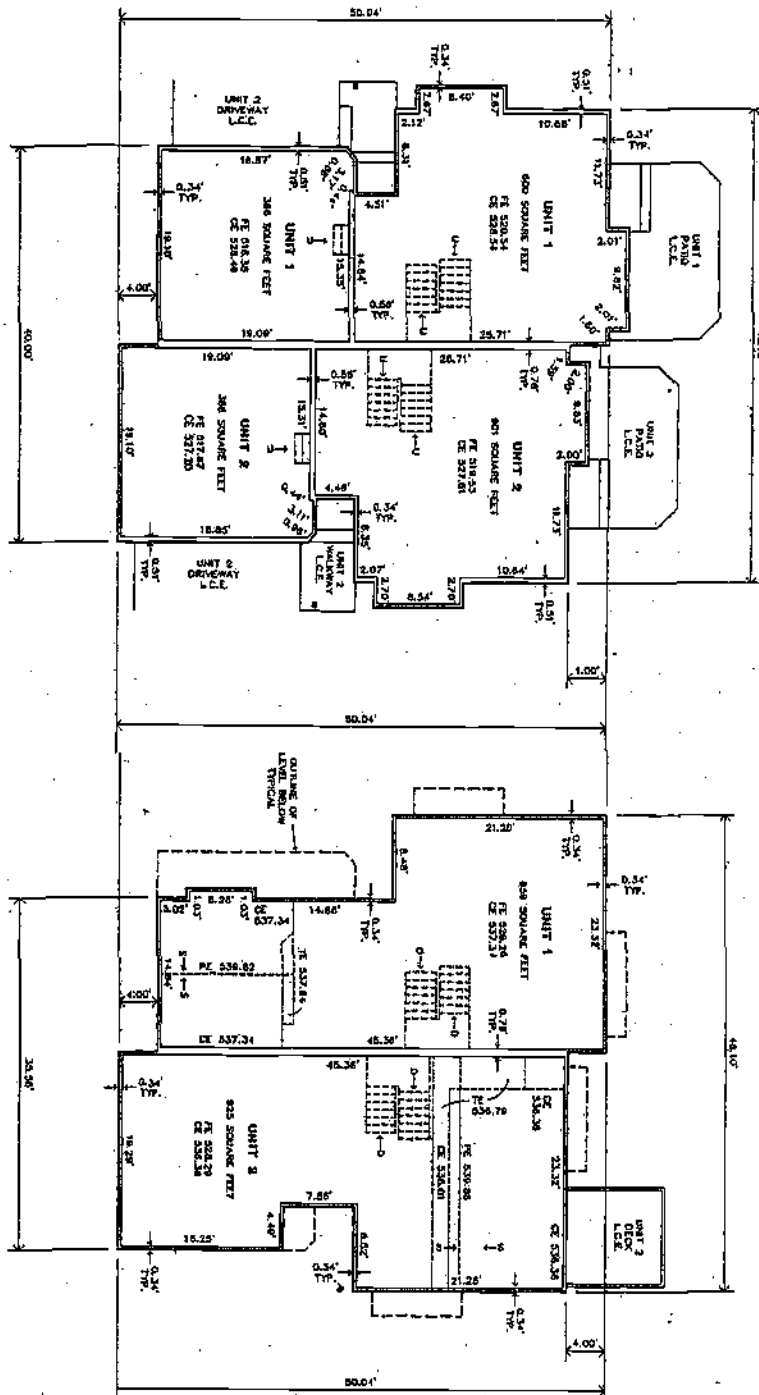
9707155002

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 87)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL, GAUERLAND & ASSOCIATES, INC.,
18400 3RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 778-1691
LSA FILE NO. 3694.01



GARDEN GROVE
A CONDOMINIUM
PHASE 1
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

- LEGEND**
- U - UP
 - D - DOWN
 - C.E. - COMMON ELEMENT
 - L.C.E. - LIMITED COMMON ELEMENT
 - S - STAIR
 - RE - REAR ELEVATION
 - FR - FRONT ELEVATION
 - TE - TOP ELEVATION



BUILDING C

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (SQ. FT.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 600 | 258 | 1,458 |
| UNIT 2 | 601 | 258 | 1,258 |

| UNIT | COMMON AREA |
|--------|-------------|
| UNIT 1 | 364 |
| UNIT 2 | 364 |



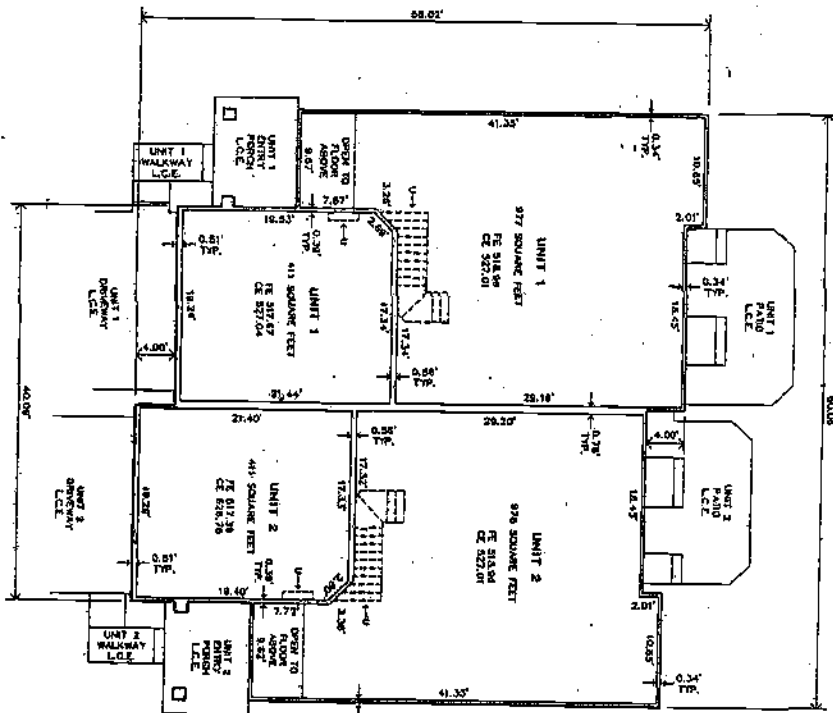
9707155DD2

ALTERATION OF LOTS 8, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 97)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-BAUERLAND & ASSOCIATES, INC.
19400 3RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036
P/R 775-1591
LSA FILE NO. 3834.01
SHEET 5 OF 6

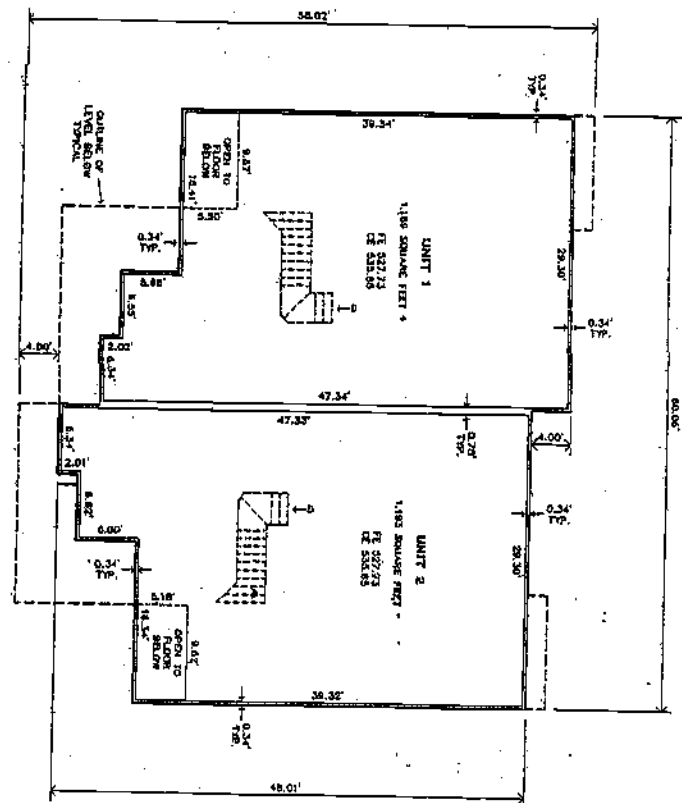


**GARDEN GROVE
A CONDOMINIUM
PHASE 1**
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

- LEGEND**
- U - UNIT
 - C.E. - COMMON ELEMENT
 - L.C.E. - LIMITED COMMON ELEMENT
 - CE - COMMON ELEMENT
 - CE - COMMON ELEMENT



FIRST FLOOR



SECOND FLOOR

NOTE
DIMENSIONS SHOWN FOR THE PURPOSE OF
INDICATING APPROXIMATE LOCATIONS
OF COMMON ELEMENTS

BUILDING D

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (SQ. FT.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 977 | 1,180 | 2,157 |
| UNIT 2 | 930 | 1,180 | 2,110 |

| UNIT | COMMON AREA |
|--------|-------------|
| UNIT 1 | 411 |
| UNIT 2 | 411 |



ALTERATION OF LOTS 2, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF 'FAIRMOUNT' (VOLUME 10, PAGE 97)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-BAUERLAND & ASSOCIATES, INC.
18400 3RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 776-1681
LSA FILE NO. 3634.D1

97D7155D02

GARDEN GROVE A CONDOMINIUM PHASE 2 SECTION 24, T.28N., R.4E., W.M. SNOHOMISH COUNTY, WASHINGTON

LEGAL DESCRIPTION (ALL POSSIBLE PHASES)

LOT 1 SHOWN ON ATTACHED, ACCORDING TO THE PLANNING SITE PLAN, RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 170710000. RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

LEGAL DESCRIPTION - PHASE 2

LOT 1 IS ACCORDING TO THE PLANNING SITE PLAN RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 170710000. RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS ACCORDING TO THE PLANNING SITE PLAN RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 170710000.

LEGAL DESCRIPTION - FUTURE PHASES

THE LAND DESCRIBED IN ALL POSSIBLE PHASES, LESS THE LAND DESCRIBED IN PHASE 1 AND PHASE 2, ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME ON UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1901, AS AMENDED, AND THE REQUIREMENTS OF THE SURVEYING ACT OF 1901, AS AMENDED, AND THE REQUIREMENTS OF THE SURVEYING ACT OF 1901, AS AMENDED.

William A. Miller
REGISTERED LAND SURVEYOR
WASHINGTON
DATE 1/15/1912



LAND SURVEYOR'S VERIFICATION

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH }
I, THE SURVEYOR, BEING FIRST ON OATH DAILY, STATE THAT I HAVE THE HONORABLE LAND SURVEYOR'S CERTIFICATE NO. 12345, DATED 1/15/1912, AND THAT I HAVE THE HONORABLE LAND SURVEYOR'S CERTIFICATE NO. 12345, DATED 1/15/1912, AND THAT I HAVE THE HONORABLE LAND SURVEYOR'S CERTIFICATE NO. 12345, DATED 1/15/1912.

William A. Miller
REGISTERED LAND SURVEYOR
WASHINGTON
DATE 1/15/1912

WITNESSES AND SIGNED TO BECOME ME THIS 15th DAY OF August, 1912.

Kelly A. Mitchell
KELLY A. MITCHELL
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDENT AT 1234 5th Ave.
MY COMMISSION EXPIRES NOV. 15, 1915



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE SURVEY HEREIN MADE, HAVE HEREBY DEDICATED TO THE PUBLIC THE LAND HEREIN SHOWN, AND HAVE HEREBY DEDICATED TO THE PUBLIC THE LAND HEREIN SHOWN, AND HAVE HEREBY DEDICATED TO THE PUBLIC THE LAND HEREIN SHOWN.

William A. Miller
REGISTERED LAND SURVEYOR
WASHINGTON
DATE 1/15/1912

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH }
I, THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE HAD READ THE FOREGOING INSTRUMENT, AND THAT HE WAS FULLY ADVERSE TO THE SAME, AND THAT HE WAS FULLY ADVERSE TO THE SAME, AND THAT HE WAS FULLY ADVERSE TO THE SAME.

Charles A. Miller
CHARLES A. MILLER
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDENT AT 1234 5th Ave.
MY COMMISSION EXPIRES NOV. 15, 1915

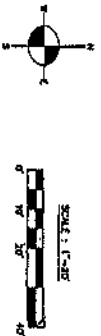


RECORDING CERTIFICATE

THIS MAP WAS RECORDED AT THE REQUEST OF HENRY JAMES, L.L.C. THIS 21st DAY OF August, 1912, IN THE OFFICE OF THE CLERK OF SNOHOMISH COUNTY, WASHINGTON, IN VOLUME 10, PAGE 971, IN THE OFFICE OF THE CLERK OF SNOHOMISH COUNTY, WASHINGTON, IN VOLUME 10, PAGE 971.

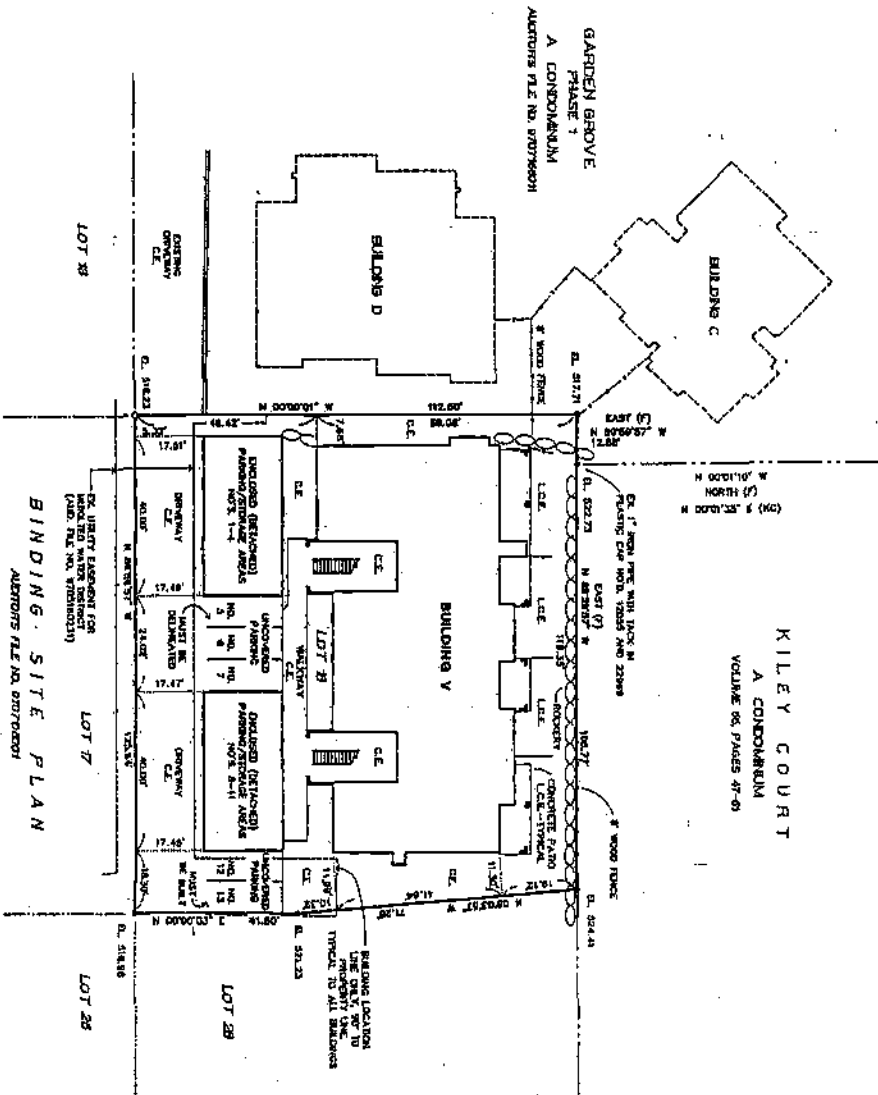
ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 971)
IN 8E1/4 & 8W1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-BAUERLAND & ASSOCIATES, INC.,
18400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 776-1591
LSA FILE NO. 3634.01 SHEET 1 OF 5

97D8265008



GARDEN GROVE A CONDOMINIUM PHASE 2 SECTION 24, T.28N., R.4E., W.M. SNOHOMISH COUNTY, WASHINGTON

KILEY COURT
A CONDOMINIUM
VOLUME 96, PAGES 47-51



BASIS OF BEARINGS
CONTAINED ON 4TH AVENUE N. PER PLAT OF 1/4-SECTION
OF RECORD IN VOLUME 10 OF PLAT PAGE 81, RECORD
OF SNOHOMISH COUNTY, WASHINGTON

STATISTICS

COMPLIMENT: LOT 25
METHOD: FIELD MEASUREMENT
MEASUREMENT: 338'-10"-000
MONUMENTS: 3/01/76

DATUM
NAD 83 (1225)

BENCHMARK

CITY OF SEATTLE STATION AREA
LOCATED IN THE CENTER OF STOCKHOLM ROAD
AND 100 FEET WEST OF BLANDER ROAD.
ELEVATION = 34.25
TOP OF 2" X 4" CONCRETE MONUMENT
BE SET WITH 3 CONCRETE BOLTS
1/4" OF TOP CONCRETE MONUMENT, NO POINT FOUND
USED HIGHEST POINT OF TOP OF CONCRETE FOR BENCHMARK

LEGEND

- EX. 1/2" IRON PIN WITH
PLASTIC CAP AND 1/2" DIA. 22988.
HARDENED STEEL ROD
O - EX. CONCRETE WALL WITH
WASHER ROD 22988
- CE - COMMON ELEMENT
- (7) - BUILDING AND/OR DIVISION FOR
PLAT OF 1/4-SECTION
(VOLUME 41, PAGES 147-148)
- (10) - BUILDING AND/OR DIVISION FOR
PLAT OF 1/4-SECTION
(VOLUME 41, PAGES 147-148)

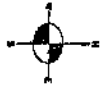
NOTES

1. ALL LAND IS SUBJECT TO
RECORDATION RIGHTS SET
FORTH IN THE DECLARATION.
2. PHASES MAY BE W/OUT-OF-PLAT
AND/OR ADDED TO CONDOMINIUM.
3. SUBJECT TO THE TERMS AND CONDITIONS
OF THOSE CERTAIN DECLARATORY AGREEMENTS
AND ARTICLES OF ASSOCIATION
AND BYLAWS, RECORDATION RIGHTS
AND INTERESTS, SNOHOMISH COUNTY, WASHINGTON

970826500B

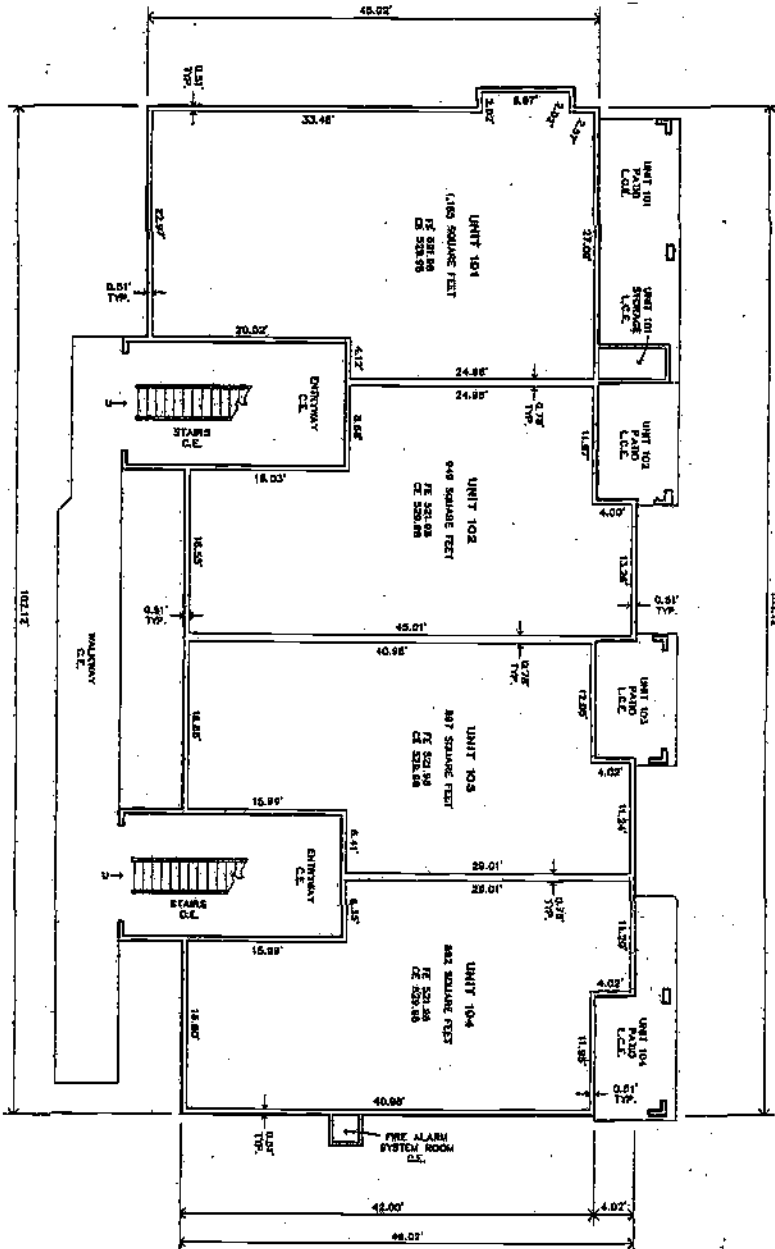


ALTERATION OF LOTS 8, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 81)
IN SE 1/4 & SW 1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-BAUERLAND & ASSOCIATES, INC.,
16400 33RD AVENUE W., SUITE 209
LYNNWOOD, WASHINGTON 98036 PH: 776-1691
LSA FILE NO. 3634.01 SHEET 2 OF 3



**GARDEN GROVE
A CONDOMINIUM
PHASE 2
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON**

LEGEND
 U = UNIT
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT
 P.E. = PRIVATE ELEMENT
 F.E. = FLOOR ELEVATION



FIRST FLOOR

BUILDING V



97D8265008

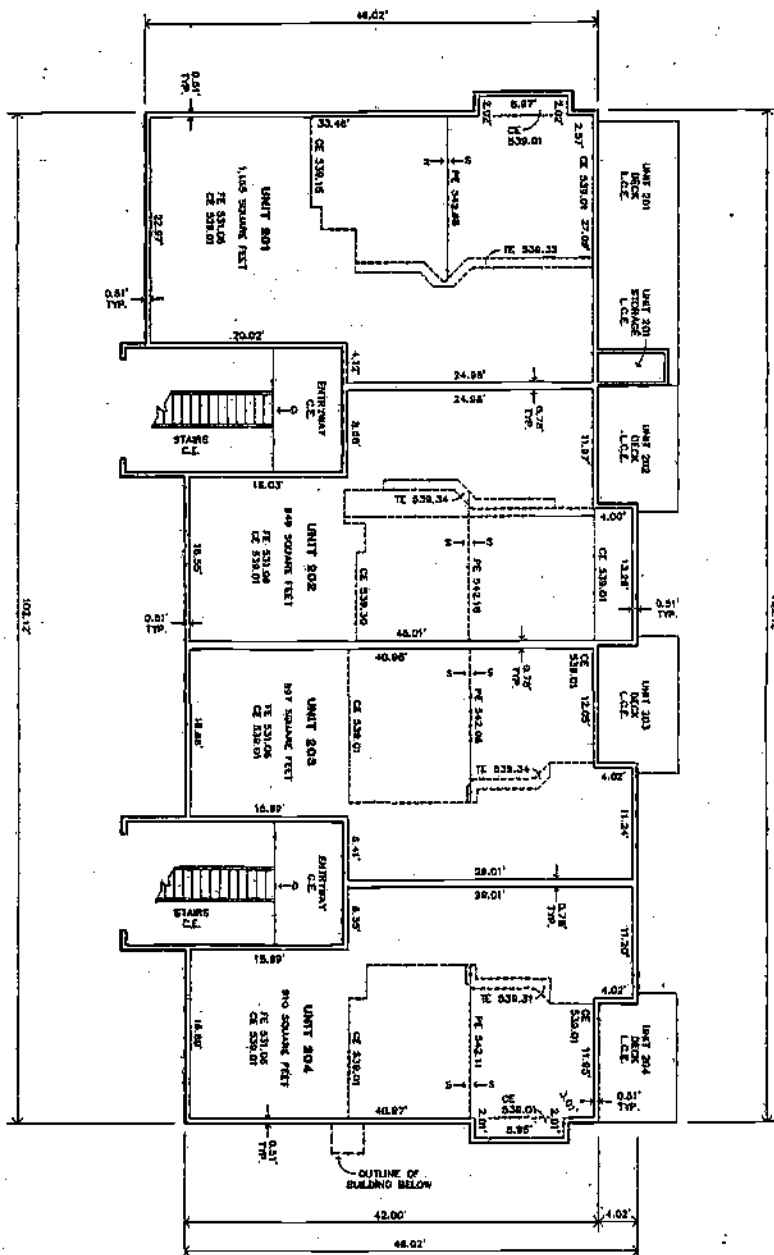
ALTERATION OF LOTS 2, 44, 45, 46, 47, 48, 49 AND 50,
 BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
 IN BE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
 LOVELL-BAUERLAND & ASSOCIATES, INC.,
 19400 3580 AVENUE W., SUITE 200
 LYNNWOOD, WASHINGTON 98035 PH: 776-1681
 LSA FILE NO. 3634.01

SHEET 3 OF 5



GARDEN GROVE
A CONDOMINIUM
PHASE 2
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

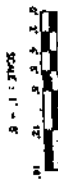
- LEGEND
- U - UNIT
 - S - SECTION OF CEILING SLOPE
 - C.E. - COMMON ELEVANT
 - L.C.E. - COMMON ELEVANT
 - F.E. - FLOOR ELEVATION
 - P.E. - POOL ELEVATION



9708265008

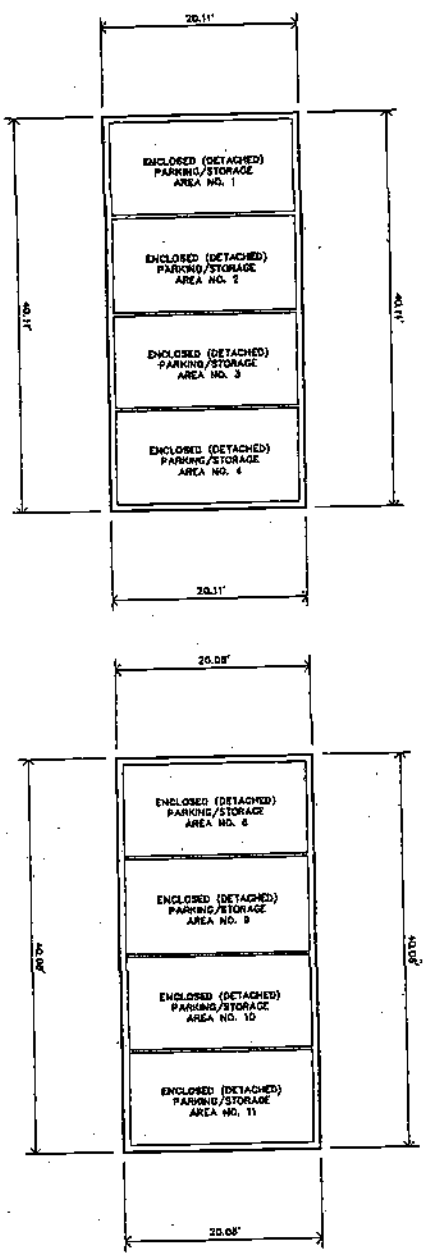
BUILDING V
SECOND FLOOR

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 81)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAUERLAND & ASSOCIATES, INC.
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 778-1681
L&A FILE NO. 2634-01



SCALE: 1" = 5'

GARDEN GROVE
A CONDOMINIUM
PHASE 2
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON



ENCLOSED (DETACHED)
PARKING/STORAGE AREAS



9708265008

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL SAUERLAND & ASSOCIATES, INC.,
18400 36RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 775-1581
LSA FILE NO. 3834.01 SHEET 5 OF 5

SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS ACCORDING TO THE BIOGENIC SITE PLAN RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 8707310001.

LOS 3, 4, 5, 13 AND 17, ACCORDING TO THE GRAND JURY PLAN
RECORDED UNDER SPOONSHAW COUNTY AUDITOR'S FILE NO. 870705002.
RECORDS OF SPOONSHAW COUNTY, WASHINGTON.

ALL SITUATE IN THE COUNTY OF SHROPSHIRE, STATE OF WASHINGTON.

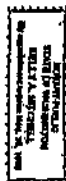
COUNTY OF SNOHOMISH) ss

ADJUTANT, BEING FIRST ON CALL DUTY BROWN, STATES THAT HE IS THE REGISTERED LAND SURVEYOR ISSUING THE ABOVE CERTIFICATE. THAT HE HAS EXAMINED THE SURVEY MAP AND SUBORDINATE PLANS AND BELIEVES THE CERTIFICATE TO BE A TRUE STATEMENT.

OFFICE OF THE
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 22858
DATE 5/23/97

RECORDED AND SIGNED IN FRONT OF ME THIS 27th DAY OF September 1987.

WILLIAM A. MITCHELL
NIGHTLY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT SEATTLE
BY COMMISSION EXPIRES MAY 15, 1915



SECTION OF METROPOLITAN COURTS, MANHATTAN.

RETCO HOLDINGS, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

Train Station

COUNTY OF SNOHOMISH 155

1 CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MIKE MINTZBERG
 2 IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT
 3 HE SIGNED THIS INSTRUMENT, ON DATE SIGNED THAT HE WAS AUTHORIZED TO
 4 EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANNER OF SETTING
 5 FORTH A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY
 6 ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATE: Sept. 22, 1997

Check Storing
POSTAGE PAID IN ADVANCE PERMIT NO. 5716 DE
WASHINGTON, RESIDING AT 4450
BY COMMISSION EXPERTS 11-15-01



FILED FOR RECORD AT THE REQUEST OF MARGOT HODGE, L.L.C., DAY
OF February, 1987, AT 11:30 MARSHALLS PART TO P.M. AND RECORDED
BY KILLIAN OF PLAIN, PAGES 1 INCLUSIVE, RECORDS OF
SNOHOMISH COUNTY, WASHINGTON.

| | |
|--------------------------------------------------|----------------------------------------------|
| <u>Robert Williams</u> SHERMAN COUNTY AUDITOR | <u>Barney Lewis</u> DEPUTY COUNTY AUDITOR |
|--------------------------------------------------|----------------------------------------------|

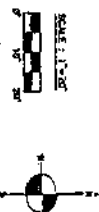
ALTEATION OF LOTS 9, 14, 46, 48, 47, 48, 49 AND 50
BLOCK 2, PLAT OF "FARMOUNT" (VOLUME 10, PAGE 87)
IN BE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAUERLAND AND ASSOCIATES, INC.

LRA FILE NO. 3894.01

SHEET 1 OF 2

97D9225003 28/06/05

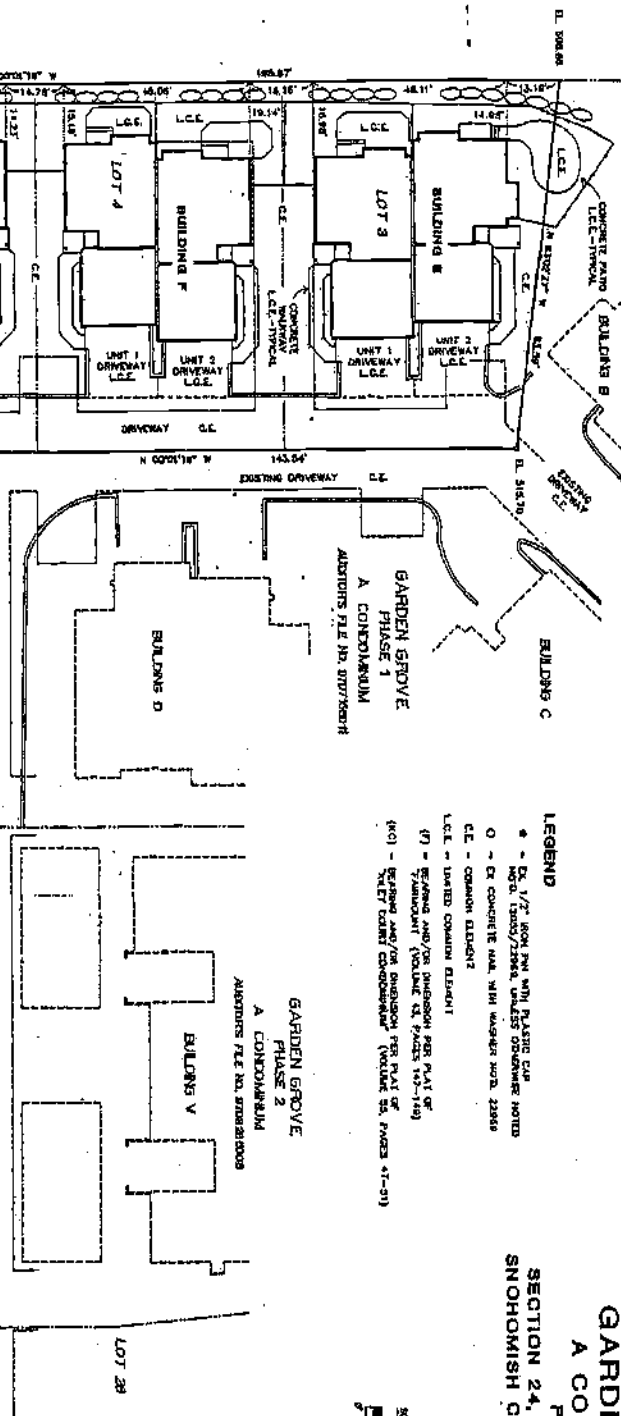
GARDEN GROVE A CONDOMINIUM PHASE 3 SECTION 24, T.28N., R.4E., W.M. SNOHOMISH COUNTY, WASHINGTON



- LEGEND**
- - EX. 1/2" IRON PIN WITH PLASTIC CAP
NO. 12345/2345, UNLESS OTHERWISE NOTED
 - - EX. CONCRETE NAIL WITH MAGNET NO. 2345
 - CE - COMMON ELEMENT
 - L.C.E. - LIMITED COMMON ELEMENT
 - (7) - EXISTING AND/OR PROPOSED PER PAY OF
FARMOUNT (VOLUME 13, PAGES 10-15)
 - (FO) - EXISTING AND/OR PROPOSED (VOLUME 23, PAGES 41-51)

GARDEN GROVE
A CONDOMINIUM
PHASE 2
AS SHOWN FILE NO. 9709225005

BASIS OF BEARINGS
CENTRAL OF 4TH AVENUE W. PER
PLAT 12345/2345, UNLESS OTHERWISE
NOTED. ALL BEARINGS TO BE
RECORDED IN SNOHOMISH COUNTY
RECORDS.



NOTES

1. ALL LAND IS SUBJECT TO
EXISTING AND PROPOSED
RIGHTS IN THE OCCUPATION.
2. PHASES MAY BE SUBDIVIDED
AND/OR ADDED TO CONDOMINIUM.
3. SUBJECT TO THE TERMS AND
CONDITIONS OF THESE CERTAIN
EXHIBITS, THE DEVELOPER
RESERVES THE RIGHT TO
RELOCATE, RECONFIGURE,
AND REDESIGN THE
CONDOMINIUM.
4. THE DRIVEWAY Labeled L.C.E.
IS PART OF A DRIVEWAY IN
A LIMITED COMMON ELEMENT
GARAGE IS ALSO PART OF THE
NO MOTOR VEHICLE MAY BE
STORED OR BE USED FOR
COMMON ELEMENT.



DATUM

NAD 83 (1983)

STATISTICS

EQUIPMENT: K&L 501
METHOD: FIELD TRAVERSE
ADJUSTMENT: COOPERATION TO
ADJUSTMENTS MADE: 3/27/79

BENCHMARK

CITY OF EVERETT STATION 8001
LOCATED IN THE CENTER OF STATIONING ROAD
ELEVATION 157.22
TYPE OF: 4" x 4" CONCRETE PERMANENT
OF BEP. WITH 3 CHAIN PINS
1/4" OF TOP CONCRETE WEAR, NO POINT FOLLOWS
USED HIGHEST POINT OF TOP OF CONCRETE FOR BENCHMARK

BINDING SITE PLAN

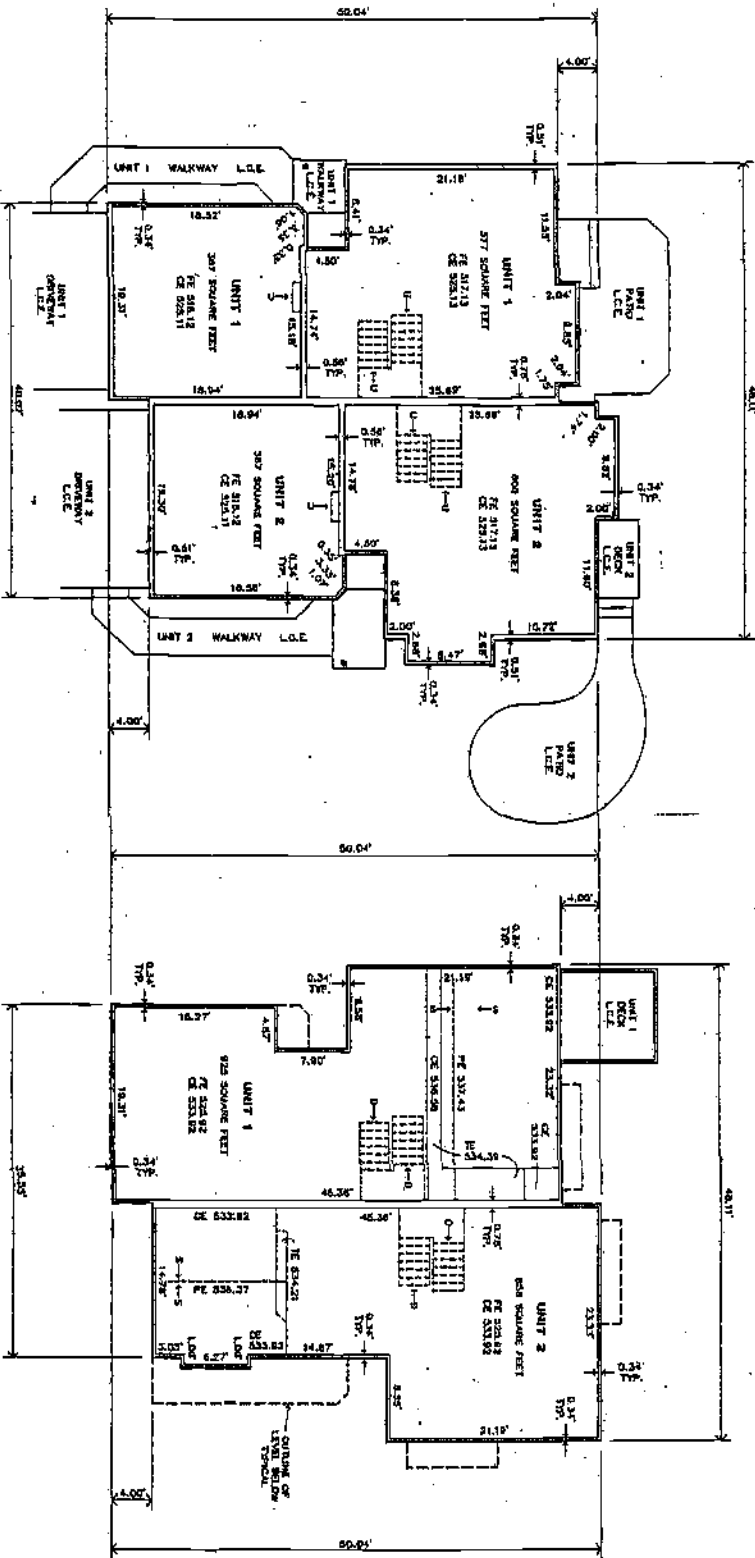
AS SHOWN FILE NO. 9709225005

9709225005

ALTERATION OF LOTS 8, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FARMOUNT" (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-BAUERLAND & ASSOCIATES, INC.,
18400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH. 776-1501
LBA FILE NO. 3634.01
SHEET 2 OF 3

A CONDOMINIUM

SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON



LEGEND

- U - UP
- D - DOWN
- C.E. - COMMON ELEMENT
- F.L.E. - FURNISH COMMON ELEMENT
- CE - CORRECTION OF COLOR SLOPE
- 3 - CORRECTION ELEVATION
- 2 - PEAK ELEVATION
- FE - FLOOR ELEVATION
- TE - TOP ELEVATION

FIRST FLOOR

SECOND FLOOR

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (SQ. FT.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 577 | 925 | 1,502 |
| UNIT 2 | 800 | 834 | 1,634 |

| UNIT | DAMAGE AREA |
|--------|-------------|
| UNIT 1 | 357 |
| UNIT 2 | 267 |



LOVELL-BAUERLAND & ASSOCIATES, INC.
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 778-1694

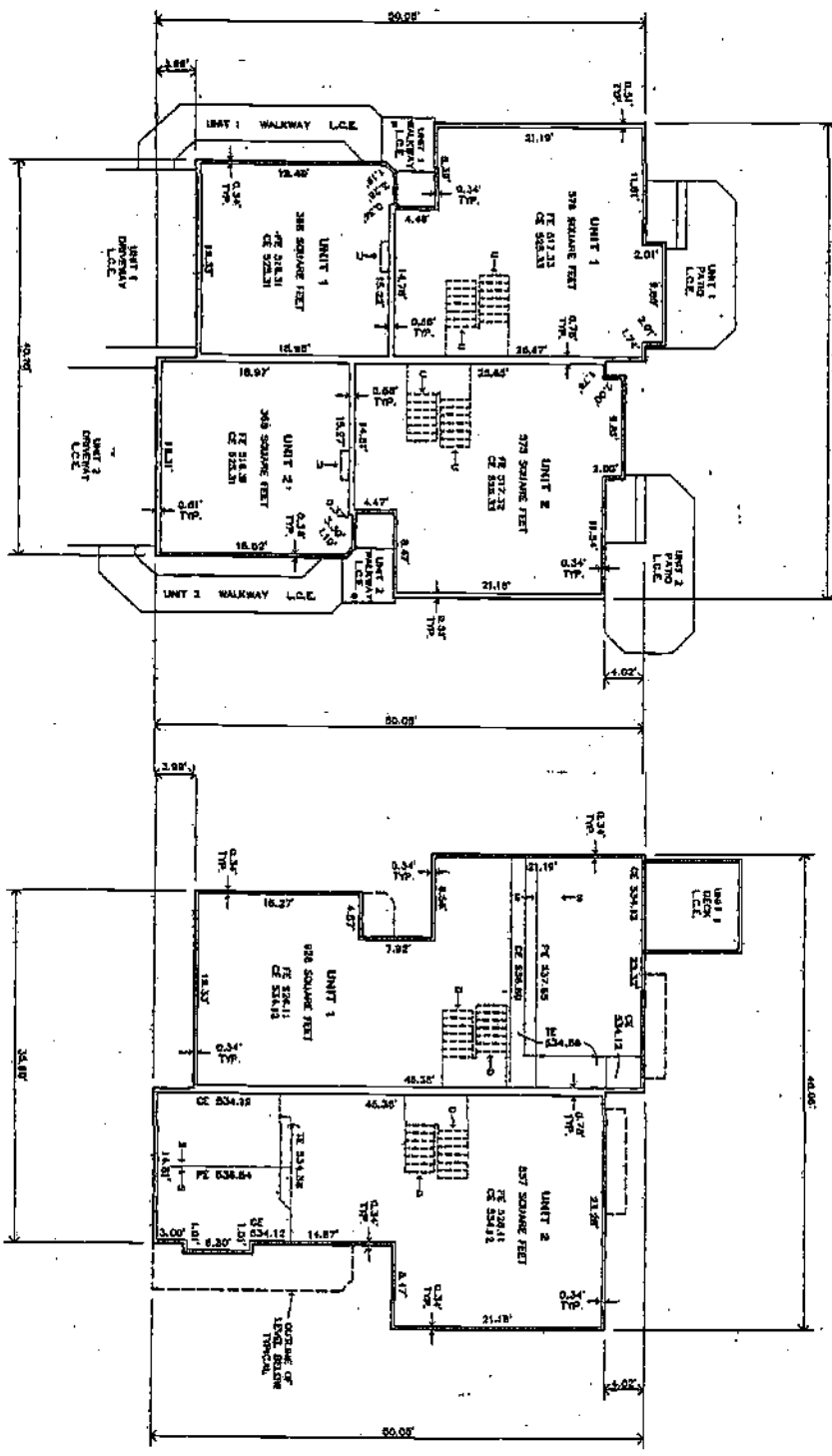
SHEET 3 OF 8

9709225003



GARDEN GROVE
A CONDOMINIUM
PHASE 3
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

- LEGEND**
- U - UP
 - D - DOWN
 - U/D - UP/DOWN
 - L.C.E. - LAND CONVEYANCE
 - 1 - DIRECTION OF GRADE SLOPE
 - 2 - FLOOR ELEVATION
 - 3 - TOP ELEVATION



BUILDING F

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (SQ. FT.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 570 | 570 | 1,140 |
| UNIT 2 | 575 | 575 | 1,150 |

| UNIT | SALE AREA |
|--------|-----------|
| UNIT 1 | 200 |
| UNIT 2 | 200 |



ALTERATION OF LOTS 6, 44, 45, 46, 47, 48, 49 AND 50, BLOCK 2, PLAT OF FAIRMOUNT (VOLUME 10, PAGE 61) IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M. LOVELL, SAUERLAND & ASSOCIATES, INC. 18400 33RD AVENUE W., SUITE 200 LYNNWOOD, WASHINGTON 98036 PHE 776-1691 LSA FILE NO. 3634.01

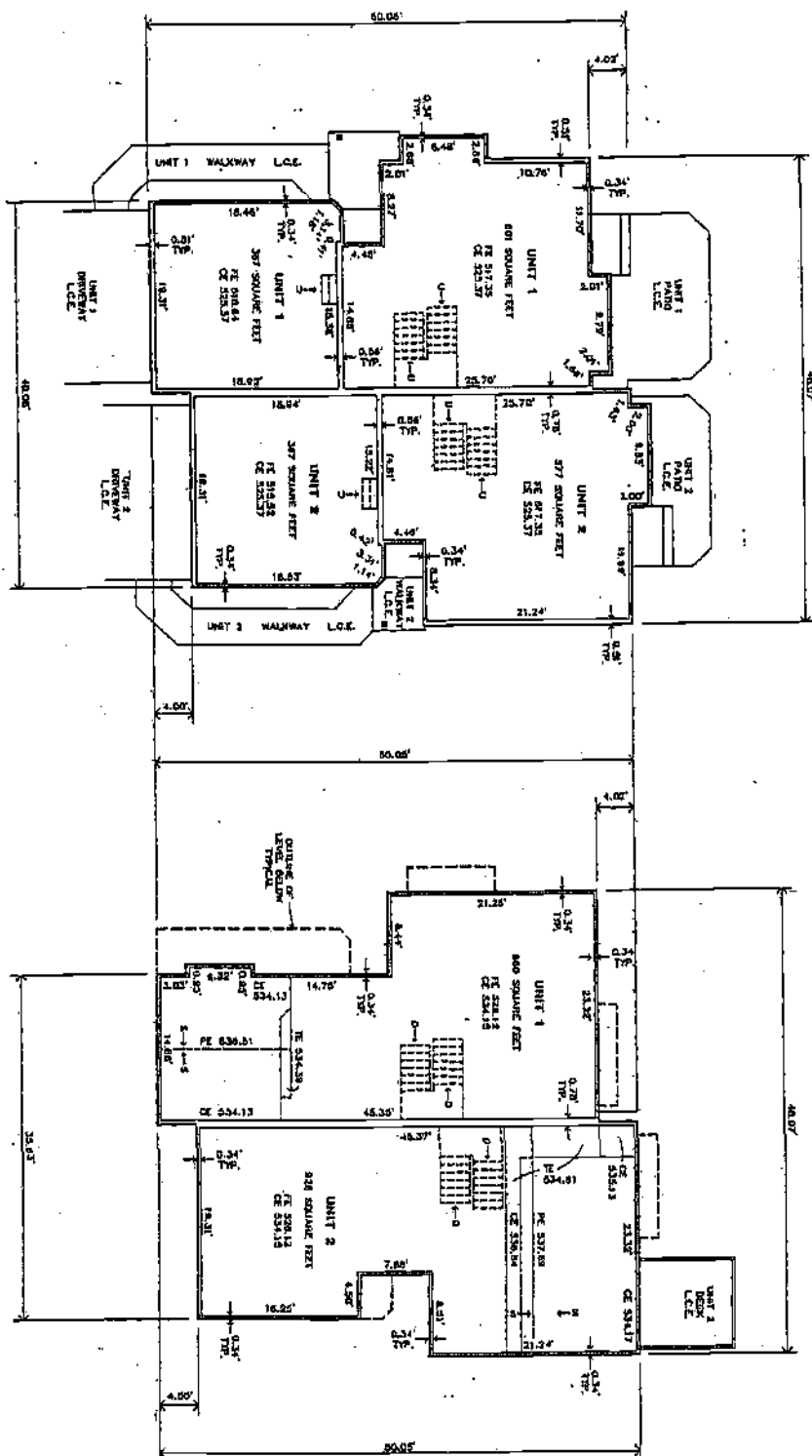
9709225003

SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON



LEGEND

- U = UP
- D = DOWN
- CE = COASTAL ELEVANT
- LCE = LIMITED COASTAL ELEVANT
- S = SECTION OF COASTAL SHORE
- CE = COASTAL ELEVATION
- FE = FLOOR ELEVATION
- FE = FLOOR ELEVATION
- TE = TOP ELEVATION



FIRST FLOOR

SECOND FLOOR

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (SQ. FT.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 601 | 650 | 1,250 |
| UNIT 2 | 577 | 928 | 1,505 |

| | |
|--------|-------------|
| UNIT | GARAGE AREA |
| UNIT 1 | 367 |
| UNIT 2 | 367 |



IN SE1/4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAUERLAND & ASSOCIATES, INC.
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 775-1521
CBA FILE NO. 3934.01 SHEET 6 OF 8

SHEET 6 OF 8

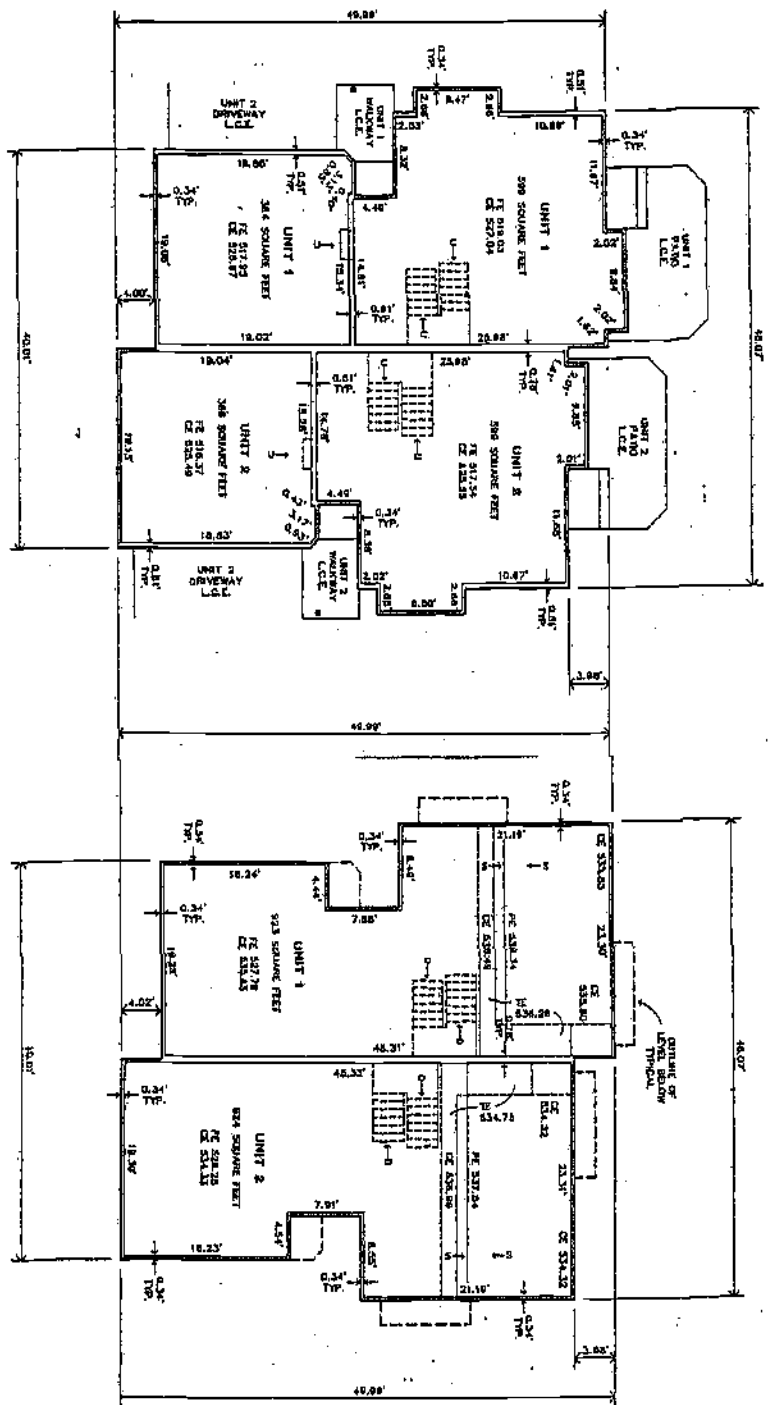
97D922503

GARDEN GROVE A CONDOMINIUM

PHASE 3
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON



- LEGEND**
- U - UNIT
 - CE - COMMON ELEMENT
 - LE - LEVEL ELEVATION
 - DE - DIRECTION OF CEILING SLOPE
 - FE - FLOOR ELEVATION
 - TE - TOP ELEVATION



FIRST FLOOR

SECOND FLOOR

BUILDING H

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (SQ. FT.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 598 | 923 | 1,521 |
| UNIT 2 | 598 | 924 | 1,522 |

| UNIT | COMMON AREA |
|--------|-------------|
| UNIT 1 | 364 |
| UNIT 2 | 368 |



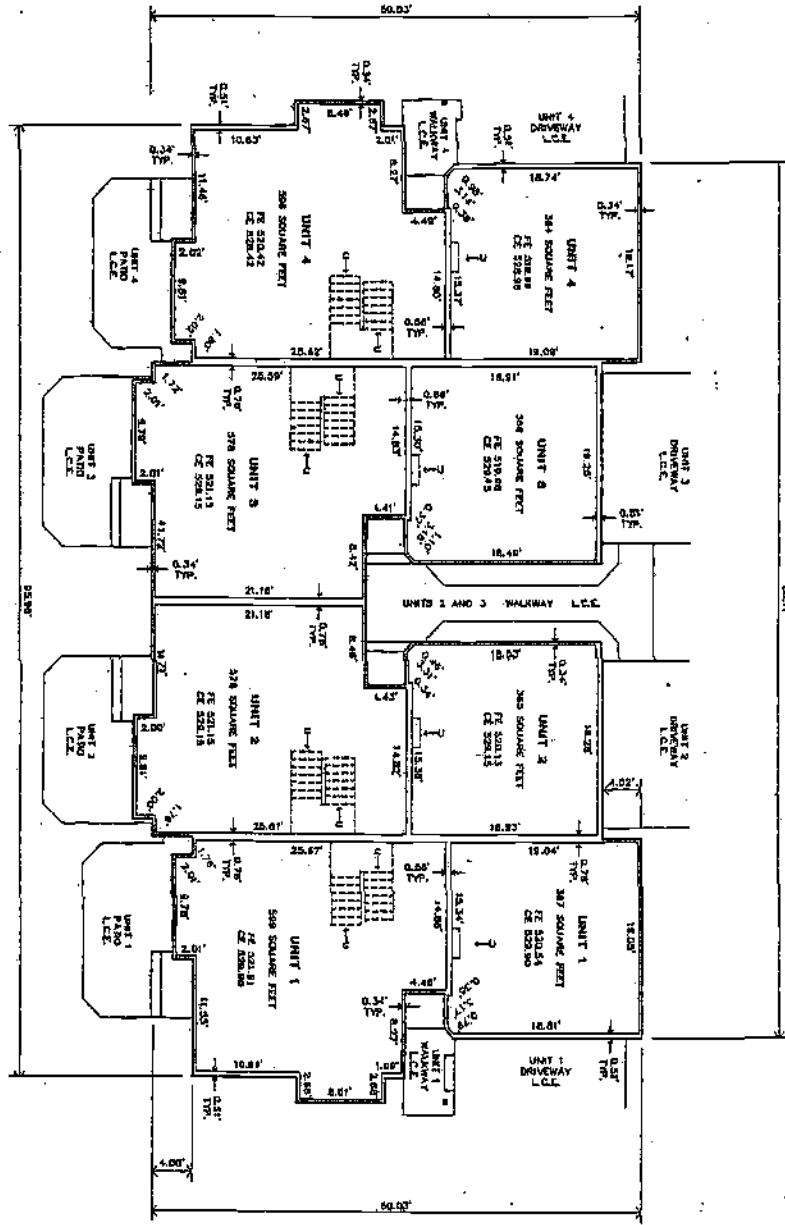
97092225003

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50, BLOCK 2, PLAT OF "FARMOUNT" (VOLUME 10, PAGE 91) IN 2E1/4 & 9W1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M., LOVELL SAUERLAND & ASSOCIATES, INC., 19400 32RD AVENUE W., SUITE 200 LYNNWOOD, WASHINGTON 98036 PPH: 775-1501 LSA FILE NO. 3834.01 SHEET 8 OF 8



**GARDEN GROVE
A CONDOMINIUM
PHASE 3
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON**

- LEGEND**
- UP
 - DOWN
 - COMMON ELEMENT
 - DRIVEWAY
 - WALKWAY
 - STAIR
 - CEILING ELEVATION
 - FLOOR ELEVATION
 - TOP ELEVATION



FIRST FLOOR

BUILDING U

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (SQ. FT.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 367 | 367 | 734 |
| UNIT 2 | 367 | 367 | 734 |
| UNIT 3 | 367 | 367 | 734 |
| UNIT 4 | 367 | 367 | 734 |

| UNIT | CARAGE AREA |
|--------|-------------|
| UNIT 1 | 367 |
| UNIT 2 | 367 |
| UNIT 3 | 367 |
| UNIT 4 | 367 |



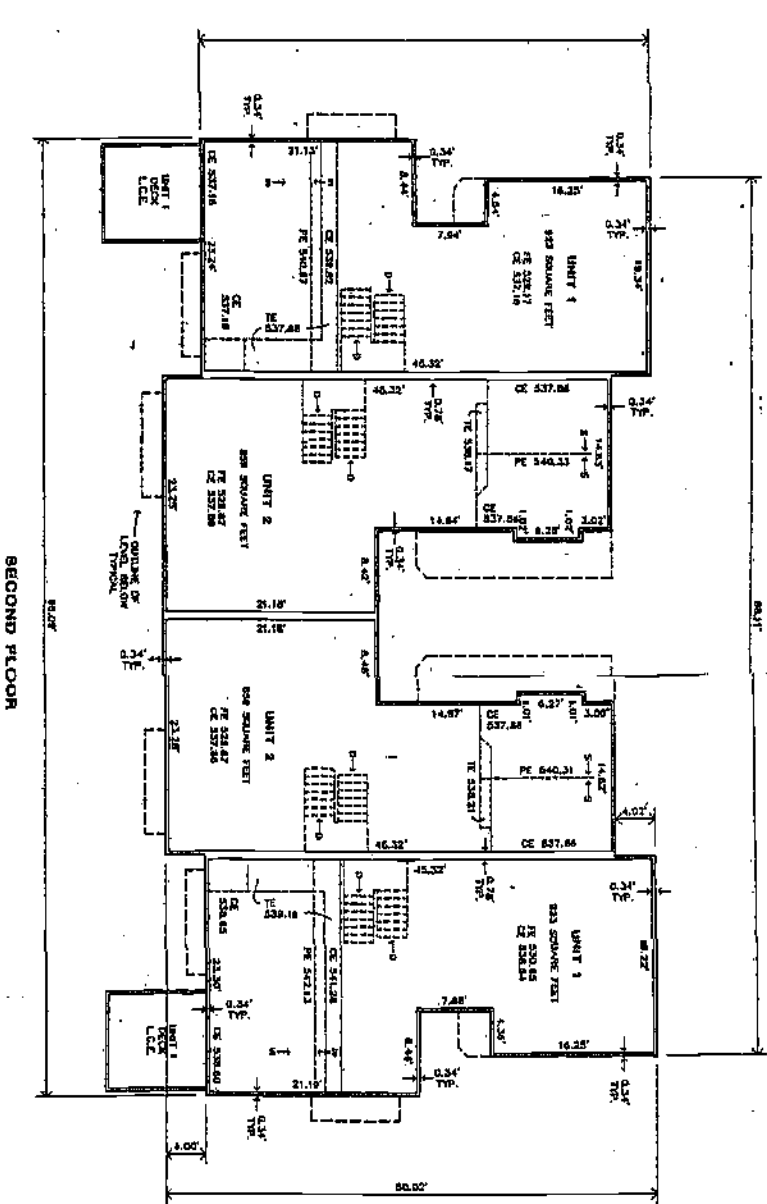
9709225003

ALLEGATION OF LOTS 8, 44, 46, 48, 49, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 81)
IN SE1/4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL SAUERLAND & ASSOCIATES, INC.
10400 38RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 775-1581
LSA FILE NO. 3834.01



**GARDEN GROVE
A CONDOMINIUM
PHASE 3
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON**

- LEGEND**
- U - UP
 - D - DOWN
 - CE - COMMON ELEMENT
 - SE - SECOND ELEVATION
 - FE - FIRST ELEVATION
 - TE - THIRD ELEVATION
 - BE - BASE ELEVATION
 - IE - INTERIOR ELEVATION
 - OE - OUTDOOR ELEVATION
 - OE - OUTDOOR ELEVATION
 - IE - INTERIOR ELEVATION
 - OE - OUTDOOR ELEVATION



| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL (SOL. 71) |
|--------|-------------|--------------|-----------------|
| UNIT 1 | 204 | 923 | 1,127 |
| UNIT 2 | 270 | 607 | 877 |
| UNIT 3 | 270 | 607 | 877 |
| UNIT 4 | 270 | 607 | 877 |

| UNIT | COMMON AREA | COMMON AREA |
|--------|-------------|-------------|
| UNIT 1 | 204 | 204 |
| UNIT 2 | 270 | 270 |
| UNIT 3 | 270 | 270 |
| UNIT 4 | 270 | 270 |



9709225003

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 20)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-BAUERLAND & ASSOCIATES, INC.
18400 3RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036
PH: 775-1501
LSA FILE NO. 3034.01
SHEET 5 OF 5

SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LOTS 1 THROUGH 34, INCLUSIVE, ACCORDING TO THE BUILDING SITE PLAN RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 8707105001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS ACCORDING TO THE BUREAU SITE PLAN RECORDED UNDER SHERIDAN COUNTY AUDITOR'S FILE NO. 6707195001.

LOT 28, ACCORDING TO THE BOUNDARY PLAN
RETURNED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9707625004,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO THE TERMS AND CONDITIONS OF THOSE CERTAIN EASEMENT AGREEMENTS RECORDED UNDER SHERBORN COUNTY AUDITOR'S FILE NO.'S 9610140154, 880970492, 8703070206, 9705020362 AND 9700100231.

ALL SITuate IN THE COUNTY OF SHOSHONE, STATE OF WASHINGTON

LAND SURVEYOR'S CERTIFICATE

THIS WAS CORRECTLY REPRESENTED A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF UNITED NATIONS, L.L.C., WASHINGTON UNITED LIABILITY COMPANY, THIS 16th DAY OF SEPTEMBER, 1954.

[illegible]

DEPT. OF TREASURY
 PHYSIOLOGICAL CARD SURVEYOR
 CERTIFICATE NO. 27084
 DATE March 27



LAND SURVEYOR'S VERIFICATION

STATE OF MISSISSIPPI
COUNTY OF SPOONSHAW

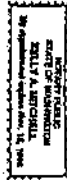
JEFFERY T. SWANER, SENIOR FIRST ON CALL ONLY SMOKE, STATES THAT HE IS THE REGISTERED LAND SURVEYOR FOR THE ABOVE CERTIFICATE. THAT HE HAS EXAMINED THE SURVEY MAP AND SUBORDINATE BUILDING PLANS AND BELIEVES THE CERTIFICATE TO BE A TRUE STATEMENT.

William J. McLean
WILLIAM J. MCLEAN
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 22880
DATE: 12/16/98

INTERVIEWED AND SWORN TO BEFORE ME THIS 14th DAY OF January, 1960.

Kelly A. Mitchell

Reuben A. Mitchell
HOFFA PLEADING IN AND FOR THE STATE OF
WASHINGTON, RESIDENT AT FALLVIEW,
MY COMMISSION EXPIRES NOV 15 1980.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE FORESIGNED OWNERS IN THE ABOVE-
SIGNED RECEIPT HAVE HEREBY RELEASED, REMITTED, FORGOTTEN AND OTHERWISE ABANDONED,
HELD AND NOT OBJECTED TO THE PUBLIC SALE OF THE FORESIGNED PROPERTY,
LAND AND EASES OF THE LAST OWNERS, AS PART OF THE COLLATERAL DEBTS TO THE
SAY CREDITORS, AND HAVE PLACED THE SAME IN THE FORESIGNED DEED, ALIENATION, THE
DEED ALIENATION BEING UNDER SHERMAN COUNTY AUDITOR'S FILE NUMBER 97071818,
97071819, 97071820, 97071821, 97071822, 97071823 AND 97071824, RECORDS OF SHERMAN COUNTY, MISSOURI.

METCO HOMES, L.L.C. A WASHINGTON LIMITED LIABILITY COMPANY

Article 70

ACKNOWLEDGMENT

DATE OF RECEIPT _____

NAME OF CONTRIBUTOR _____

AMOUNT OF CONTRIBUTION _____

I CERTIFY THAT I KNOW OR HAVE SUFFICIENT EVIDENCE THAT MIKE, MIE TANE IS THE PERSON WHO ASSIGNED BETTER, ME, AND SMO PERSON TO THE SIGNED PARTS SET FORTH, AND I DO NOT STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND, I AM CONVINCED IT AS THE MEMBER OF MIELO HOMES, L.L.C. A SUBSIDIARY OF THE MORTGAGE INVESTMENT COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: JANUARY 15, 1971

Cherif Hamdy

CHAR. L. ZIMMERMAN
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDENT AT ENCLAVE
MY COMMISSION EXPIRES 1-1-81



RECORDING CERTIFICATE

PAID FOR RECORD AT THE REQUEST OF METRO HOMES, L.C., THIS 15th DAY OF 12/22/86, 1986, AT \$ WHITES PAST/2.00 AND RECORD OF VOLUME OF PLANS, PAGES INCREASED CIVITY WASHINGTON INCREASED CIVITY WASHINGTON

Bob Terwilliger
NORWICH COUNTY AUDITOR

Frank Carlson
COUNTY CLERK

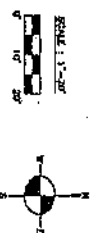
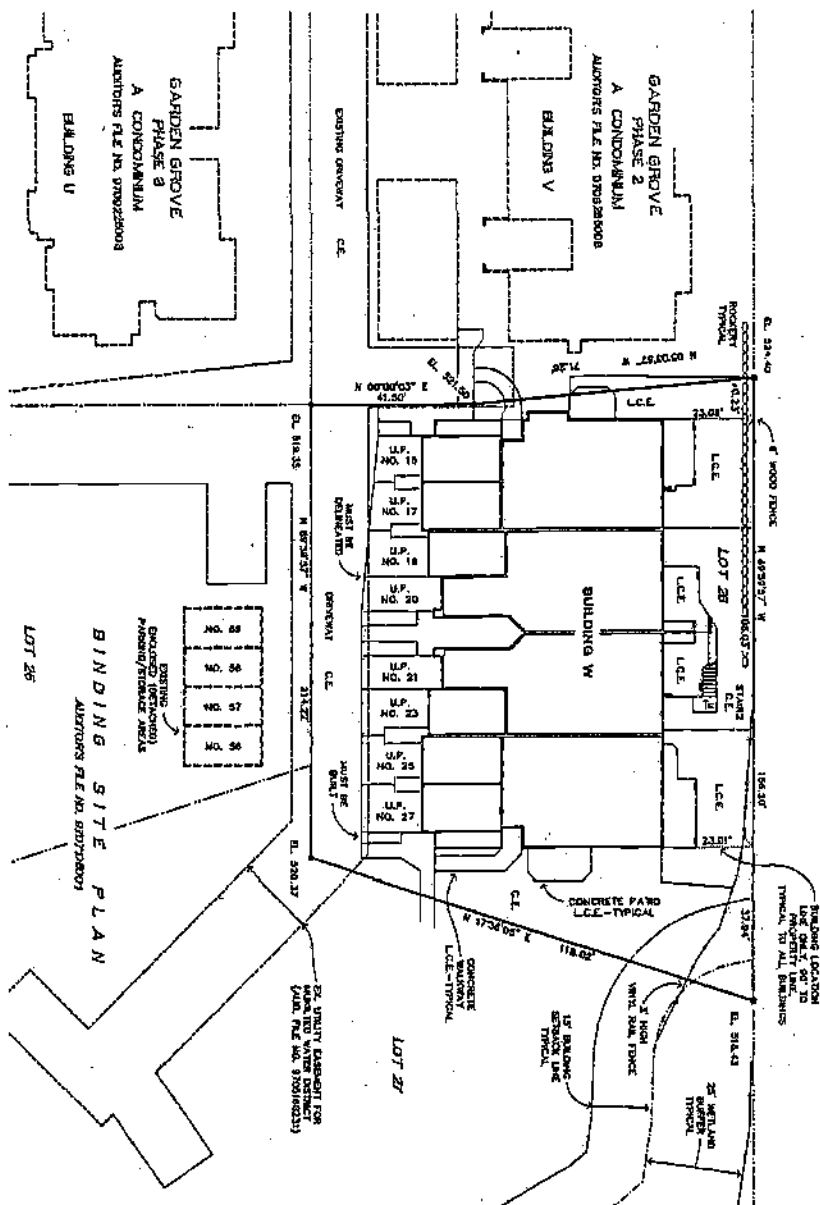
[Signature]
DEPUTY COUNTY AUDITOR

~~U.S.~~
~~1945~~

ALTERNATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FARMOUNT" (VOLUME 10, PAGE 87)
IN SEC 14, & SW 1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAUERLAND & ASSOCIATES, INC.
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 (425) 775-1591
ISA FILE NO. 3693.01 SHEET 1 OF 4

KILEY COURT
A CONDOMINIUM
VOLUME 66, PAGES 47-61

GARDEN GROVE
A CONDOMINIUM
PHASE 4
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON



BASIS OF BEARINGS
CONTAINING OF ALL BEARINGS & DISTANCES SHOWN ON THIS PLAN ARE BASED ON THE RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

NOTES

1. ALL LAND IS SUBJECT TO EASEMENTS & RIGHTS SET FORTH IN THE DECLARATION.
2. PHASES MAY BE WITHDRAWN AND/OR ADDED TO CONDOMINIUM.
3. SUBJECT TO THE TERMS AND CONDITIONS OF THESE DECLARATIONS & THE RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
4. THIS PLAN IS A PART OF THE RECORDS OF SNOHOMISH COUNTY, WASHINGTON.



DATUM
N.A.S.D. (1982)

BENCHMARK

CITY OF SEATTLE STATION EBN
CITY OF SEATTLE STATION EBN
ABOUT 400 FEET WEST OF DAVENPORT ROAD
ELEVATION = 528.22

LEGEND

- EX. 1/2" WOOD PIN WITH PLASTIC CAP MOD. 12/25/27/28/29
- 4 - EX. CONCRETE NAIL WITH WAGON NO. 22889
- U.P. - UNCOVERED PAVING
- C.E. - COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT

STATISTICS

EQUIPMENT: SURVEY KIT 4
METHOD: TOTAL STATION
ACCURACY: 1/4" PER 1000
MONUMENTS VISITED: 1/10/76

GARDEN GROVE
PHASE 2
A CONDOMINIUM
AUTORS FILE NO. 970225008

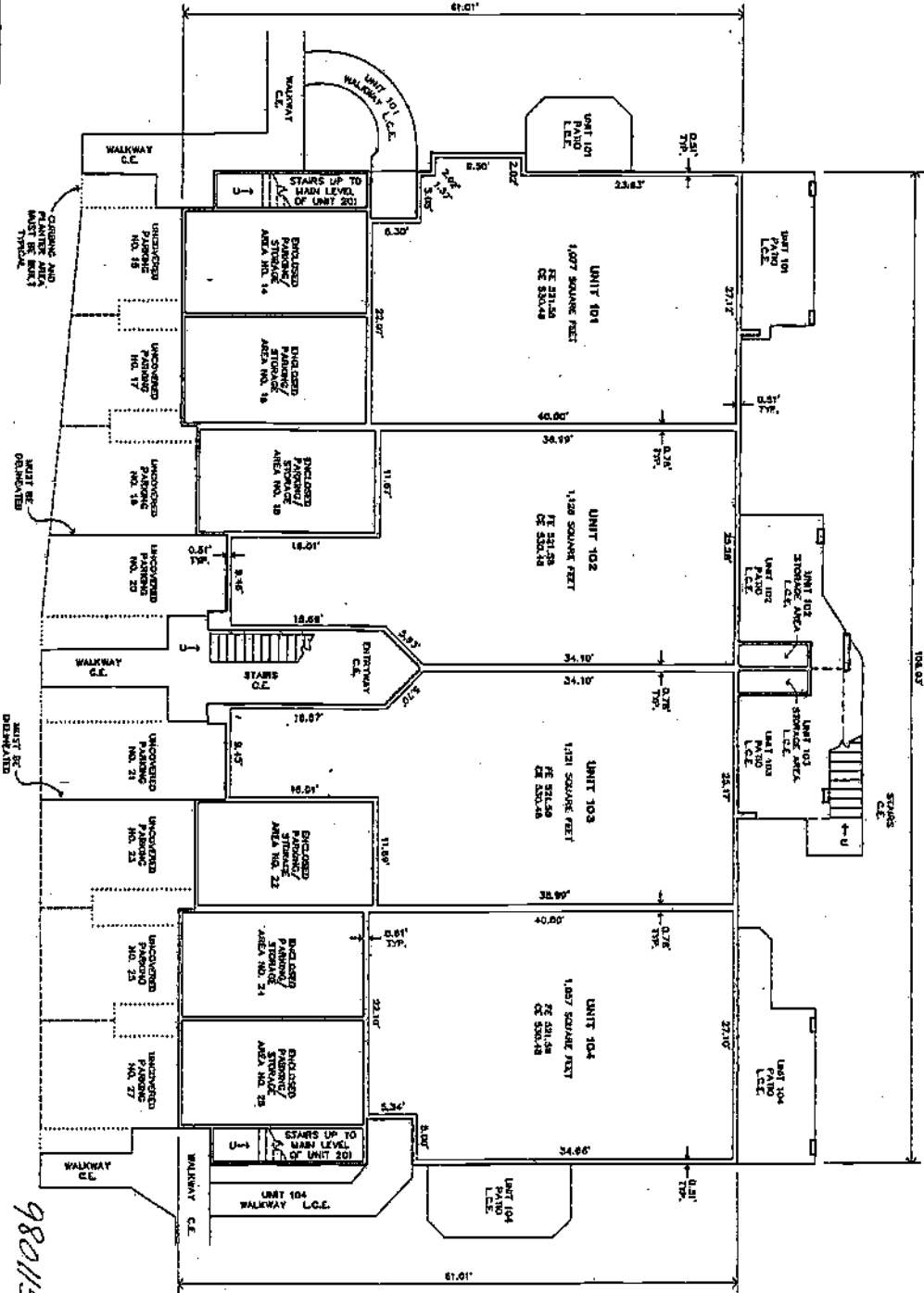
BINDING SITE PLAN
AUTORS FILE NO. 970225001

9801155011
ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50, BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91) IN BE1/4 & 3W1/4, SEC. 24, T.28N., R.4E., W.M., LOVELL SAUERLAND & ASSOCIATES, INC., 19400 33RD AVENUE W., SUITE 200, LYNNWOOD, WASHINGTON 98036 PH: 776-1501 LSA FILE NO. 9894.01 SHEET 2 OF 4



**GARDEN GROVE
A CONDOMINIUM
PHASE 4
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON**

LEGEND
U - UP
D - DOWN
L.C.E. - COMMON ELEMENT
L.E. - COMMON ELEMENT
C.E. - COMMON ELEMENT
F.E. - FLOOR ELEVATION



**FIRST FLOOR
BUILDING W**

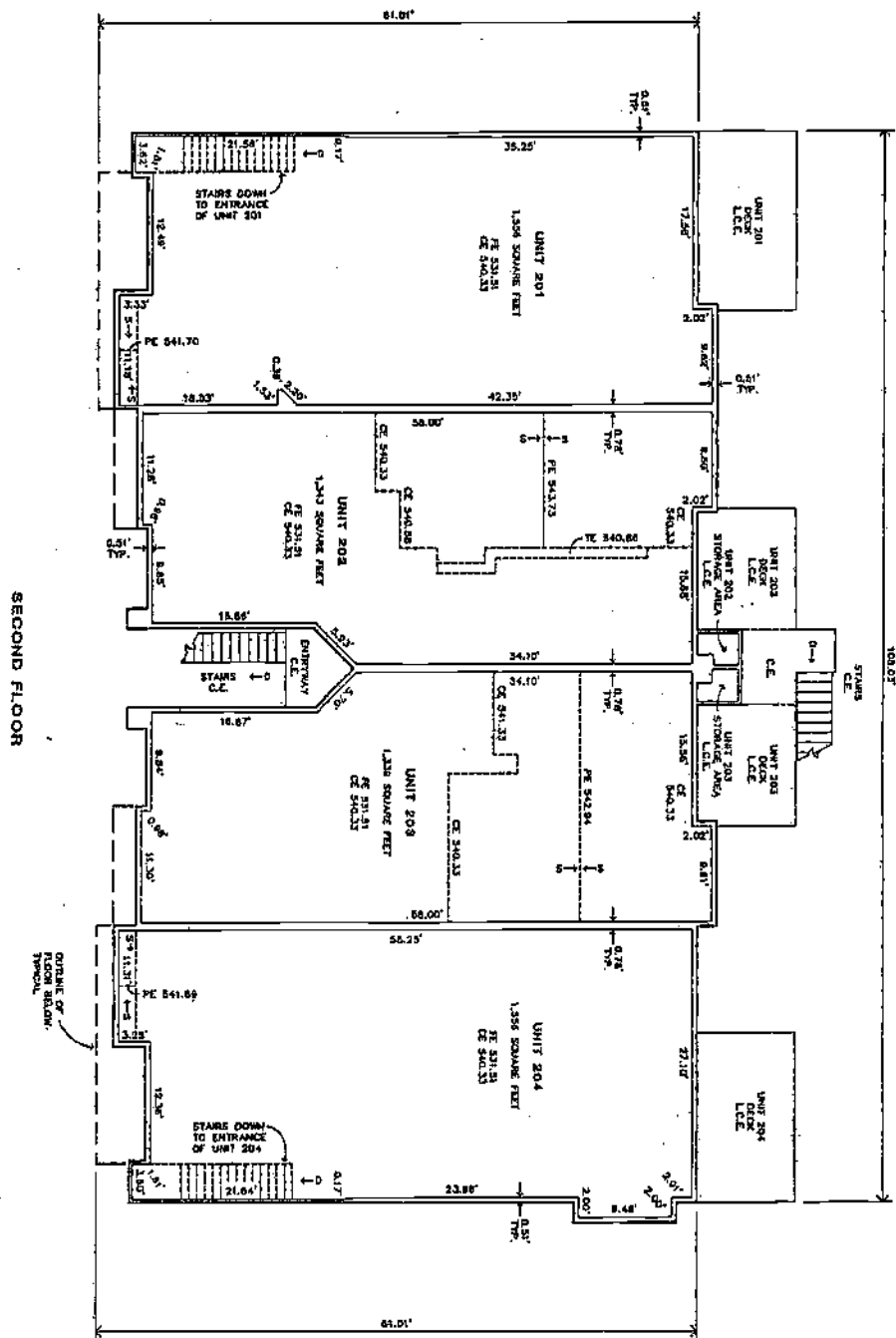
ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF FAIRMOUNT (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-SAUERLAND & ASSOCIATES, INC.,
19400 3RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98038 PH: 776-1591
LSA FILE NO. 9834.01





GARDEN GROVE
A CONDOMINIUM
PHASE 4
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGEND
D - DOWN
C.E. - COMMON ELEMENT
L.C.E. - LIMITED COMMON ELEMENT
U.C.E. - UNITS OF COMMON ELEMENT
S.E. - SHARED ELEMENT
P.E. - PEAK ELEVATION
F.E. - FLOOR ELEVATION
T.E. - TOP ELEVATION



9801155011
ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 81)
IN SE1/4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-SAUERLAND & ASSOCIATES, INC.,
18400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 775-1591
L&A FILE NO. 3634.01 SHEET 4 OF 4

LEGAL DESCRIPTION (ALL POSSIBLE PHASES)

LEGAL DESCRIPTION - PHASE 5A

LOT 8 AND 12, ACCORDING TO THE PLANNING SITE PLAN, RECORDED UNDER SHOSHONEAN COUNTY ADULTOR'S FILE NO. 970105000, RECORDED UNDER SHOSHONEAN COUNTY ADULTOR'S FILE NO. 970105001, AND LOT 10, ACCORDING TO THE PLANNING SITE PLAN, RECORDED UNDER SHOSHONEAN COUNTY ADULTOR'S FILE NO. 970105001.

SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS ACCORDING TO THE PLANNING SITE PLAN, RECORDED UNDER SHOSHONEAN COUNTY ADULTOR'S FILE NO. 970105001.

LEGAL DESCRIPTION - FUTURE PHASES

THE LAND OCCUPYING IN ALL PARCELS 1, 2, 3 AND 3A, LOTS 11 AND 13, DESCRIBED IN PARCELS 1, 2, 3 AND 3A, ALL BEING IN THE COUNTY OF SHOSHONEAN, STATE OF WASHINGTON.

[illegible][illegible]

Reilly, J. Mitchell
NOTARY PUBLIC IN AND FOR THE STATE OF
VIRGINIA, RESIDING AT
MY COMMISSION EXPIRES NOV. 15, 1935

[illegible]

METCO POWER, L.P., A WASHINGTON LIMITED LIABILITY COMPANY

[illegible]

DATE: November 24, 1993

Chief of Staff
Mr. L. Starnes
HOLMAN PUBLIC IN AND FOR THE STATE OF
WASHINGTON REBROING AT Everett
NY COMMISSION EXPERTS 10-10-03



FILED FOR RECORD AT THE REGISTER OF MORTGAGES, U.S.C. 1-5 DAY
OF DECEMBER 19, 1937 AT 3:10 PM AND RECORDED
IN VOLUME 1867 OF PAGE 136 IN THE
SANDWICH COUNTY, MASSACHUSETTS
NOTES: RECORDS OF INCLUSIVE

Bob Tremblaine
SANDWICH COUNTY, MASSACHUSETTS

Bradley Lane
SANDWICH COUNTY, MASSACHUSETTS

SANDHOGANISH COUNTY AUDITOR

Barbara L. Lee
DEPUTY COUNTY CLERK

ALTERNATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50
BLOCK 2, PLAT OF "PARMOUNT" (VOLUME 10, PAGE 87)
IN SEC1/4 & 3SW1/4, SEG. 24, T.28N., R.4E., W.M.
LOVELL-SANDERLAND & ASSOCIATES, INC.
19400 38RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 (425) 775-1561
LSA FILE NO. 3034.01
SHEET 1 OF 6

SHEET 1 OF 5

9712-045001 ^{REV} 2003 F

**GARDEN GROVE
PHASE 1**

A CONDOMINIUM
AUDITOR'S FILE NO. 8708286001

PHASE 1

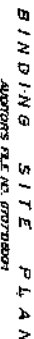
ADDITIONAL FILE NO. 1108-3000

Scale: 1"=20'

0' 10' 20'



4. THE OTHERWISE LABELED L.C.E. IN FRONT OF A GARAGE IS A UNITED COMMON ELEMENT FOR THE USE TO WHICH THE GARAGE IS ALLOCATED. NO MOTOR VEHICLE MAY BE PARKED OUTSIDE THE BOUNDARY OF THE UNITED COMMON ELEMENT.



BENCHMARK

LEQEND

- 9712045001

Order No. 0



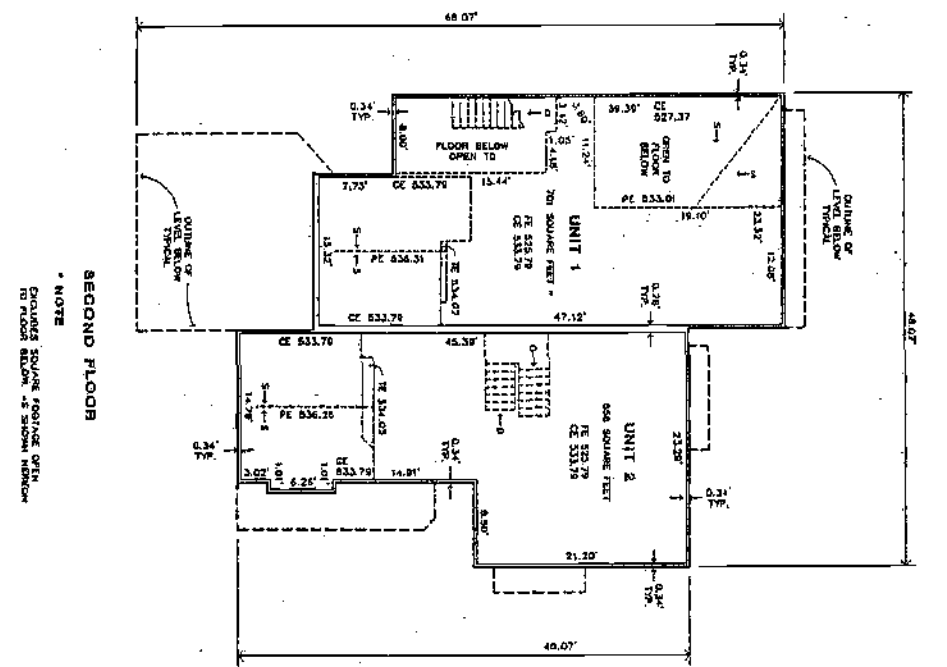
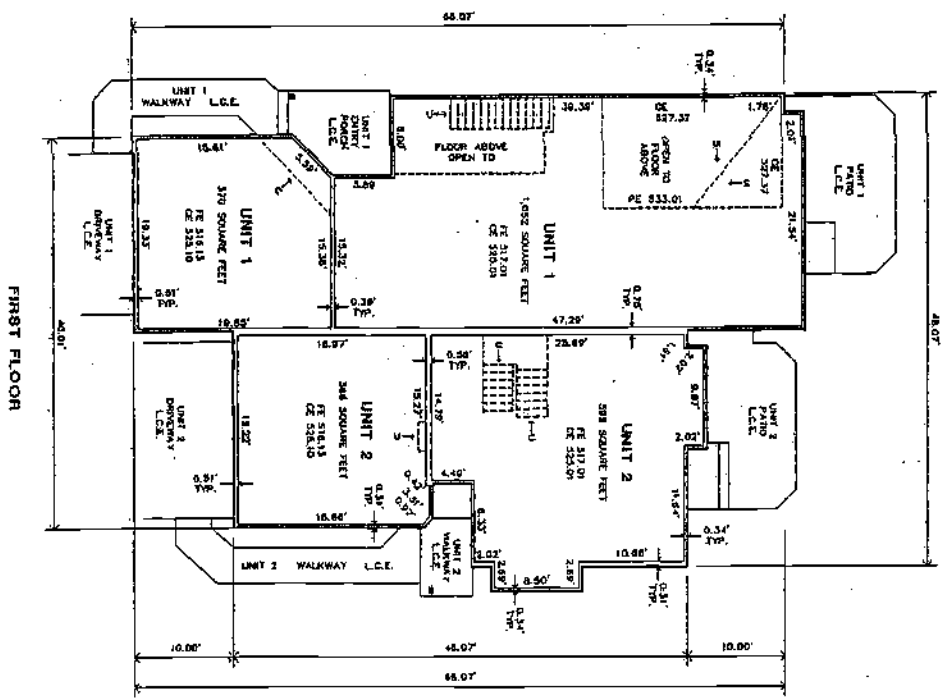


Scale: 1" = 8'

GARDEN GROVE
A CONDOMINIUM
PHASE 5A
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGEND

- UP
- DOWN
- COMMON ELEMENT
- UNITED COMMON ELEMENT
- CEILING ELEVATION
- FLOOR ELEVATION
- TOP ELEVATION



NOTE
DIMENSIONS SQUARE FOOTAGE OPEN
TO FLOOR BELOW - 25% SHOWN HEREIN



9712045DD1

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL (SQ. FT.) |
|--------|-------------|--------------|-----------------|
| UNIT 1 | 370 | 346 | 716 |
| UNIT 2 | 346 | 370 | 716 |

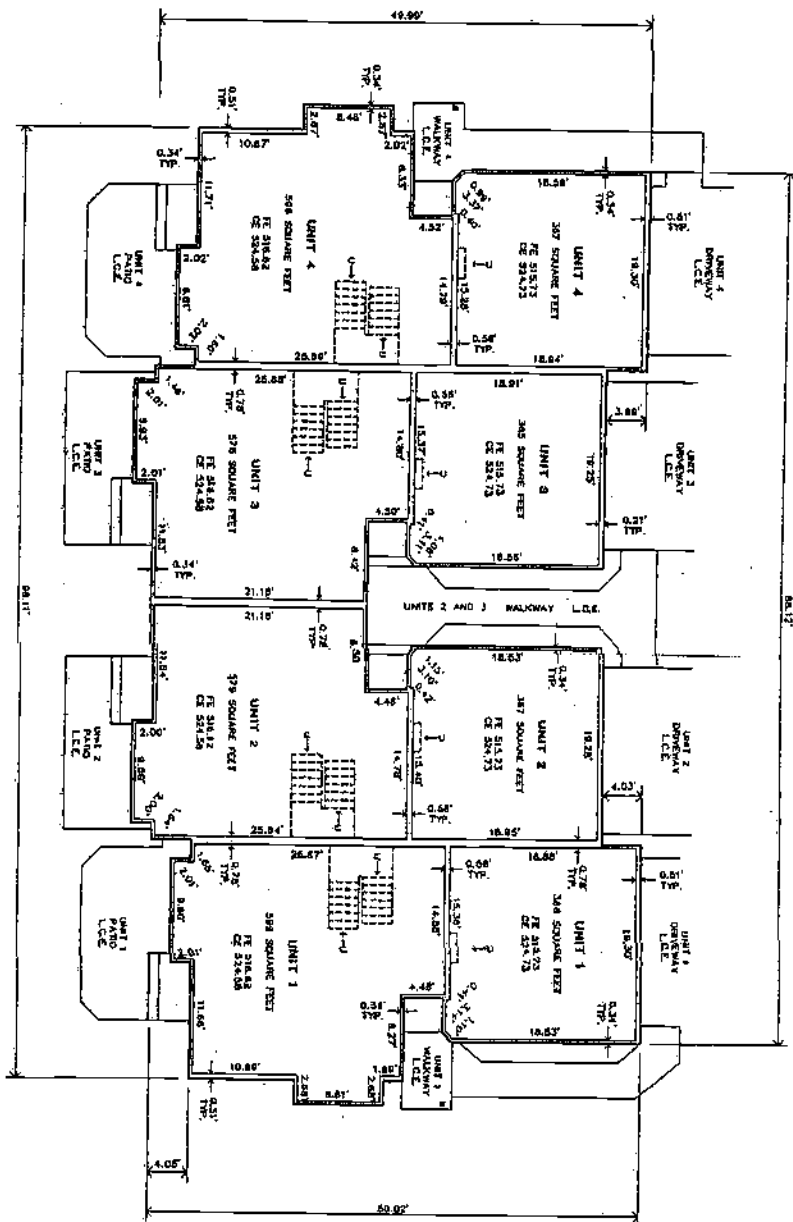
| UNIT | COMMON AREA |
|--------|-------------|
| UNIT 1 | 370 |
| UNIT 2 | 346 |

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FARMOUNT" (VOLUME 10, PAGE 97)
IN SE1/4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL SAUERLAND & ASSOCIATES, INC.
19400 3RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 (425) 776-1691
LSA FILE NO. 3834.01
SHEET 3 OF 5



GARDEN GROVE
A CONDOMINIUM
PHASE 5A
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGEND
U - UP
D - DOWN
L.C.E. - LISTED COMMON ELEMENT
S - DIRECTION OF CEILING SLOPE
F.E. - FLOOR ELEVATION
F.L. - FLOOR ELEVATION
F.E. - FLOOR ELEVATION



FIRST FLOOR

BUILDING J

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL |
|----------|-------------|--------------|-------|
| UNIT 1 | 308 | 308 | 616 |
| UNIT 2 | 308 | 308 | 616 |
| UNIT 3 | 308 | 308 | 616 |
| UNIT 4 | 308 | 308 | 616 |
| UNIT 5 | 308 | 308 | 616 |
| UNIT 6 | 308 | 308 | 616 |
| UNIT 7 | 308 | 308 | 616 |
| UNIT 8 | 308 | 308 | 616 |
| UNIT 9 | 308 | 308 | 616 |
| UNIT 10 | 308 | 308 | 616 |
| UNIT 11 | 308 | 308 | 616 |
| UNIT 12 | 308 | 308 | 616 |
| UNIT 13 | 308 | 308 | 616 |
| UNIT 14 | 308 | 308 | 616 |
| UNIT 15 | 308 | 308 | 616 |
| UNIT 16 | 308 | 308 | 616 |
| UNIT 17 | 308 | 308 | 616 |
| UNIT 18 | 308 | 308 | 616 |
| UNIT 19 | 308 | 308 | 616 |
| UNIT 20 | 308 | 308 | 616 |
| UNIT 21 | 308 | 308 | 616 |
| UNIT 22 | 308 | 308 | 616 |
| UNIT 23 | 308 | 308 | 616 |
| UNIT 24 | 308 | 308 | 616 |
| UNIT 25 | 308 | 308 | 616 |
| UNIT 26 | 308 | 308 | 616 |
| UNIT 27 | 308 | 308 | 616 |
| UNIT 28 | 308 | 308 | 616 |
| UNIT 29 | 308 | 308 | 616 |
| UNIT 30 | 308 | 308 | 616 |
| UNIT 31 | 308 | 308 | 616 |
| UNIT 32 | 308 | 308 | 616 |
| UNIT 33 | 308 | 308 | 616 |
| UNIT 34 | 308 | 308 | 616 |
| UNIT 35 | 308 | 308 | 616 |
| UNIT 36 | 308 | 308 | 616 |
| UNIT 37 | 308 | 308 | 616 |
| UNIT 38 | 308 | 308 | 616 |
| UNIT 39 | 308 | 308 | 616 |
| UNIT 40 | 308 | 308 | 616 |
| UNIT 41 | 308 | 308 | 616 |
| UNIT 42 | 308 | 308 | 616 |
| UNIT 43 | 308 | 308 | 616 |
| UNIT 44 | 308 | 308 | 616 |
| UNIT 45 | 308 | 308 | 616 |
| UNIT 46 | 308 | 308 | 616 |
| UNIT 47 | 308 | 308 | 616 |
| UNIT 48 | 308 | 308 | 616 |
| UNIT 49 | 308 | 308 | 616 |
| UNIT 50 | 308 | 308 | 616 |
| UNIT 51 | 308 | 308 | 616 |
| UNIT 52 | 308 | 308 | 616 |
| UNIT 53 | 308 | 308 | 616 |
| UNIT 54 | 308 | 308 | 616 |
| UNIT 55 | 308 | 308 | 616 |
| UNIT 56 | 308 | 308 | 616 |
| UNIT 57 | 308 | 308 | 616 |
| UNIT 58 | 308 | 308 | 616 |
| UNIT 59 | 308 | 308 | 616 |
| UNIT 60 | 308 | 308 | 616 |
| UNIT 61 | 308 | 308 | 616 |
| UNIT 62 | 308 | 308 | 616 |
| UNIT 63 | 308 | 308 | 616 |
| UNIT 64 | 308 | 308 | 616 |
| UNIT 65 | 308 | 308 | 616 |
| UNIT 66 | 308 | 308 | 616 |
| UNIT 67 | 308 | 308 | 616 |
| UNIT 68 | 308 | 308 | 616 |
| UNIT 69 | 308 | 308 | 616 |
| UNIT 70 | 308 | 308 | 616 |
| UNIT 71 | 308 | 308 | 616 |
| UNIT 72 | 308 | 308 | 616 |
| UNIT 73 | 308 | 308 | 616 |
| UNIT 74 | 308 | 308 | 616 |
| UNIT 75 | 308 | 308 | 616 |
| UNIT 76 | 308 | 308 | 616 |
| UNIT 77 | 308 | 308 | 616 |
| UNIT 78 | 308 | 308 | 616 |
| UNIT 79 | 308 | 308 | 616 |
| UNIT 80 | 308 | 308 | 616 |
| UNIT 81 | 308 | 308 | 616 |
| UNIT 82 | 308 | 308 | 616 |
| UNIT 83 | 308 | 308 | 616 |
| UNIT 84 | 308 | 308 | 616 |
| UNIT 85 | 308 | 308 | 616 |
| UNIT 86 | 308 | 308 | 616 |
| UNIT 87 | 308 | 308 | 616 |
| UNIT 88 | 308 | 308 | 616 |
| UNIT 89 | 308 | 308 | 616 |
| UNIT 90 | 308 | 308 | 616 |
| UNIT 91 | 308 | 308 | 616 |
| UNIT 92 | 308 | 308 | 616 |
| UNIT 93 | 308 | 308 | 616 |
| UNIT 94 | 308 | 308 | 616 |
| UNIT 95 | 308 | 308 | 616 |
| UNIT 96 | 308 | 308 | 616 |
| UNIT 97 | 308 | 308 | 616 |
| UNIT 98 | 308 | 308 | 616 |
| UNIT 99 | 308 | 308 | 616 |
| UNIT 100 | 308 | 308 | 616 |



ALTERATION OF LOTS 3, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF FAIRMOUNT (VOLUME 10, PAGE 81)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL, SAUERLAND & ASSOCIATES, INC.
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 (425) 776-1661
LBA FILE NO. 3034.01

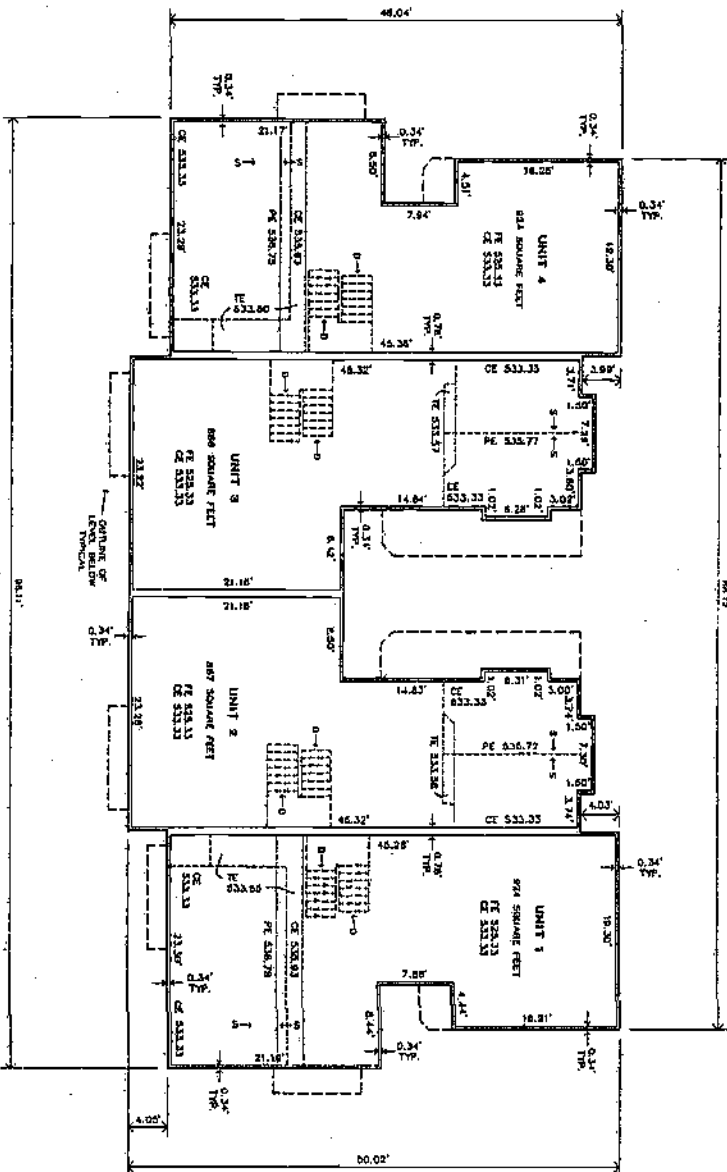
9712045DD1



SCALE: 1" = 8'

GARDEN GROVE
A CONDOMINIUM
PHASE 5A
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGEND
U - UNIT
D - DOOR
C - COMMON ELEMENT
L.C.E. - LIMITED COMMON ELEMENT
S - SECTION OF EXISTING SLOPE
C - CONCRETE
PE - FLOOR ELEVATION
FE - FLOOR ELEVATION
TE - TOP ELEVATION



SECOND FLOOR

BUILDING J

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (SQ. FT.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 588 | 924 | 1,512 |
| UNIT 2 | 578 | 887 | 1,465 |
| UNIT 3 | 578 | 889 | 1,467 |
| UNIT 4 | 588 | 924 | 1,512 |

| UNIT | CARPORT AREA |
|--------|--------------|
| UNIT 1 | 384 |
| UNIT 2 | 387 |
| UNIT 3 | 387 |
| UNIT 4 | 384 |



ALTERATION OF LOTS 2, 44, 46, 48, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF TAINMOUNT (VOLUME 10, PAGE 81)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL SAUERLAND & ASSOCIATES, INC.,
18400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 (426) 776-1691
LSA FILE NO. 3834.01

9712045DD1

* = EX. 1/2" MOD. PIN WITH PLASTIC CAP
 MOD. 12035/22989, UNLESS OTHERWISE NOTED
 O = EX. CONCRETE WALL WITH WASHER MOD. 22989
 C.R. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT

SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

USED HIGHEST POINT OF TOP
OF CONCRETE FOR BENCHMARK
1/4 OF TOP CONCRETE MISSING,
AND POINT FOLLOWED

PLAT OF "FARMBOURNE" AS RECORDED
IN VOLUME 10 OF PLATS, PAGE 91,
RECORDS OF SNOHOMISH COUNTY,
WASHINGTON

STATISTICS

EQUIPMENT : LUETZ SET 4
ELECTRONIC
TOTAL STATION
METHOD : FIELD TRAVERSE
ACCURACY : CONFORMS TO
NAC 332-130-030
MONUMENTS VISITED : 3/07/95

1. ALWAYS BE SUBJECT TO DEVELOPMENT
BUT NOT TO THE REGULATION.
2. PROTECT YOUR REPUTATION AND/OR
AID TO COUNSELING.
3. SUBJECT TO THE RULES AND CONDITIONS
OF REVENUE EXEMPTION AGREEMENTS
REQUIRED UNDER SPANISH TAX
LAW. (REVENUE EXEMPTION AGREEMENTS
ARE NOT AVAILABLE FOR NON-RESIDENTS
AND SPESHALISTS)
4. THE DEDUCTIBLE EXPENSES ARE IN FRONT
OF A COUNTRY IS A UNITED STATES
CITIZEN. THE DEDUCTIBLE EXPENSES
ARE ALLOCATED IN ACCORDANCE
WITH THE REVENUE EXEMPTION AGREEMENTS
AND THE UNITED STATES TAXPAYER'S
OBLIGATIONS.



9804085001

BINDING SITE PLAIN
ADULTS FILE NO. 670765001
LOT 0

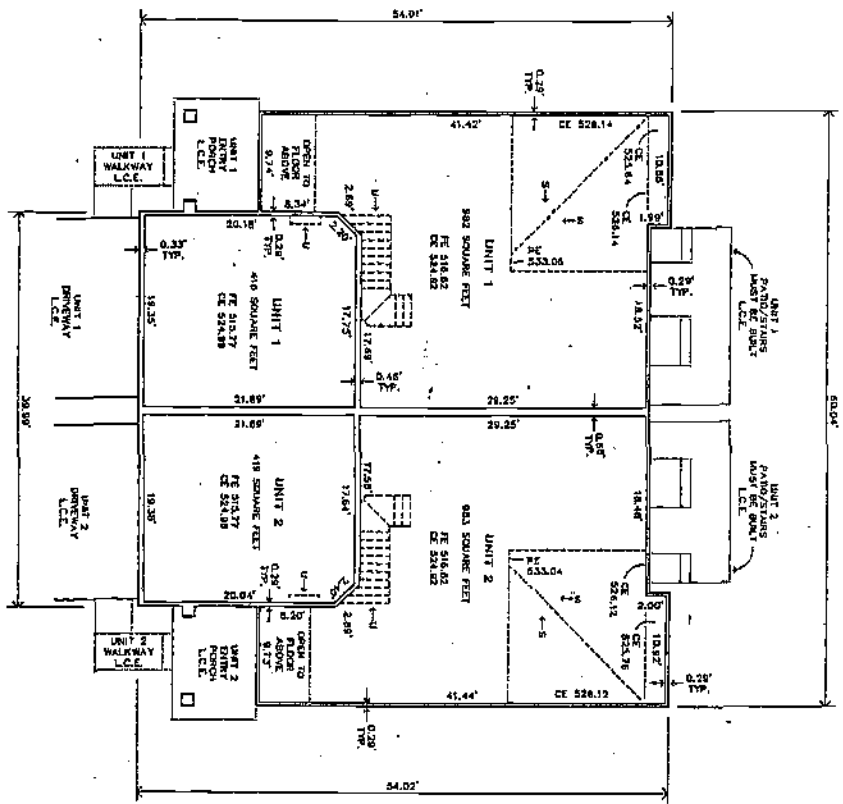
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-9AUERLAND & ASSOCIATES, INC.
18400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98038 PH. 775-1591
ISA FILE NO. 3634.01 SHEET 2 OF 7

SHEET 2 OF 7



GARDEN GROVE
A CONDOMINIUM
PHASE 5B
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

- LEGEND
- UP
 - DOWN
 - COMMON ELEMENT
 - L.C.E. - LIMITED COMMON ELEMENT
 - CONCRETE OR CEILING SLOPE
 - CEILING ELEVATION
 - PEAK ELEVATION
 - FLOOR ELEVATION
 - TOP ELEVATION

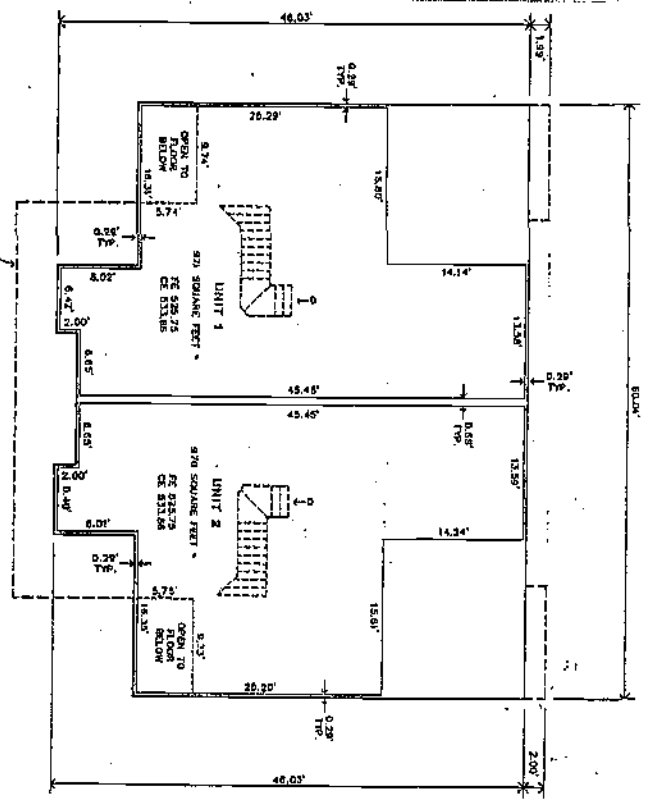


FIRST FLOOR

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL (SQ. FT.) |
|--------|-------------|--------------|-----------------|
| UNIT 1 | 410 | 410 | 820 |
| UNIT 2 | 410 | 410 | 820 |

| UNIT | COMMON AREA |
|--------|-------------|
| UNIT 1 | 410 |
| UNIT 2 | 410 |

SECOND FLOOR



NOTE
EXCLUDES SQUARE FOOTAGE OPEN TO FLOOR BELOW, AS SHOWN WHEREIN

NOTE
DIMENSIONS SHOWN HEREIN TAKEN FROM FACE OF CONCRETE OR WOOD FRAMING OF THIS BUILDING ONLY



ALTERATION OF LOTS 8, 44, 45, 46, 47, 48, 49 AND 50, BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91) IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M., LOVELL-SAUERLAND & ASSOCIATES, INC. 18400 33RD AVENUE W., SUITE 200 LYNNWOOD, WASHINGTON 98038 PH: 775-1591 LSA FILE NO. 3834.01

9804085001

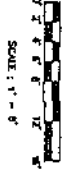
U = UP
D = DOWN
C.E. = COMMON ELEMENT
L.C. = LIMITED COMMON ELEMENT
S = DIRECTION OF GERING SLOPE
CE = CEILING ELEVATION
PE = PEAK ELEVATION
FE = FLOOR ELEVATION
TE = TOP ELEVATION



| | |
|--------|----------------|
| UNIT | CARAGE AREA |
| UNIT 1 | 367 |
| UNIT 2 | 356 |
| UNIT 3 | 305 |
| UNIT 4 | 306 |



SHEET 5 OF 7

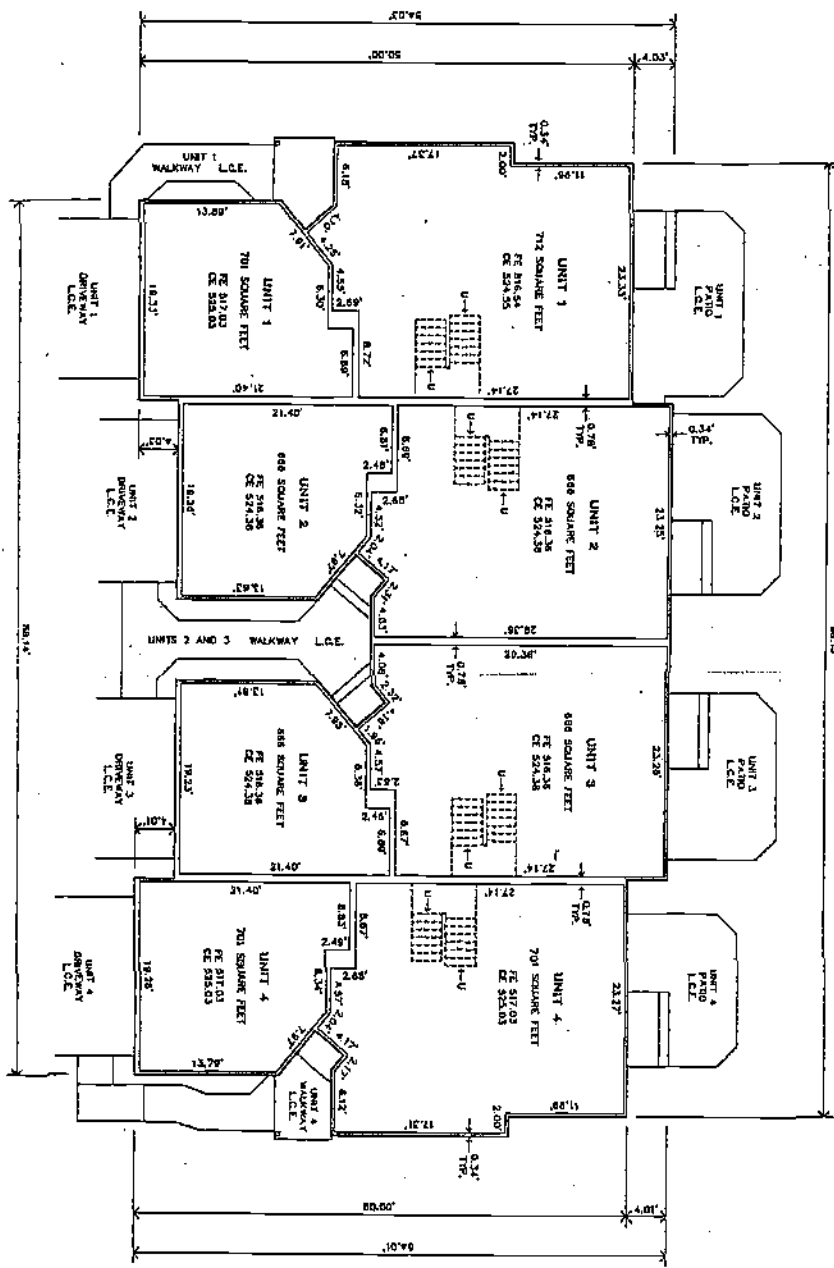


SCALE: 1" = 6'

**GARDEN GROVE
A CONDOMINIUM
PHASE 5B
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON**

LEGEND

- N - NORTH
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT
- FE - FLOOR ELEVATION



BUILDING L

FIRST FLOOR

| UNIT | FIRST FLOOR | SECOND FLOOR (SQ. FT.) | TOTAL AREA |
|--------|-------------|------------------------|------------|
| UNIT 1 | 712 | 974 | 1,686 |
| UNIT 2 | 668 | 971 | 1,639 |
| UNIT 3 | 668 | 971 | 1,639 |
| UNIT 4 | 701 | 972 | 1,673 |

| UNIT | COMMON AREA |
|--------|-------------|
| UNIT 1 | 387 |
| UNIT 2 | 388 |
| UNIT 3 | 388 |
| UNIT 4 | 388 |



ALTERATION OF LOTS 8, 44, 46, 48, 49, 47, 48, 49 AND 50, BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91), IN SE1/4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M. LOVELL-SANDERLAND & ASSOCIATES, INC. 18400 SAND AVENUE W., SUITE 200 LYNNWOOD, WASHINGTON 98036 PH: 775-1561 LSA FILE NO. 3884.01

9804085001

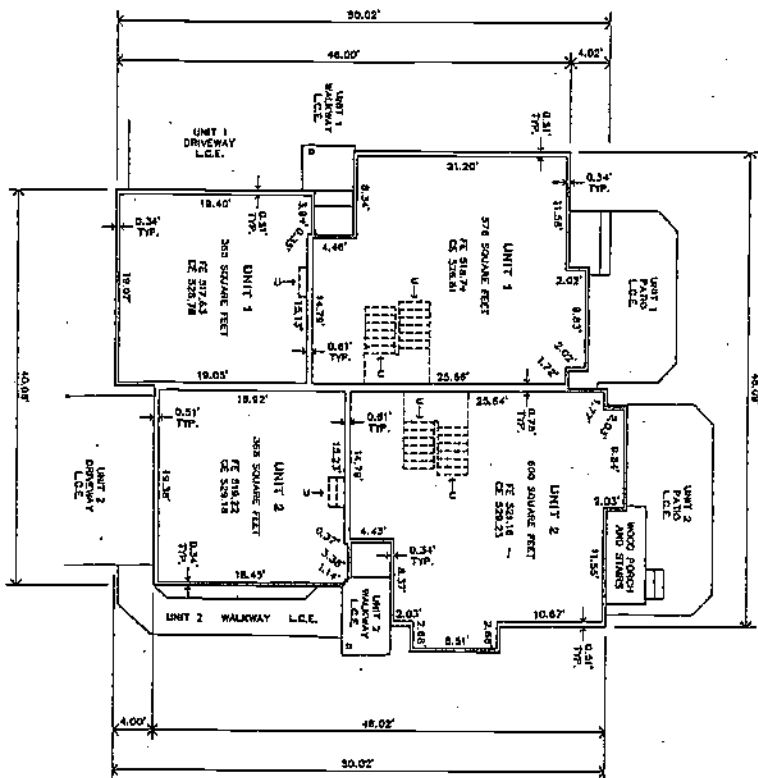


SCALE: 1" = 8'

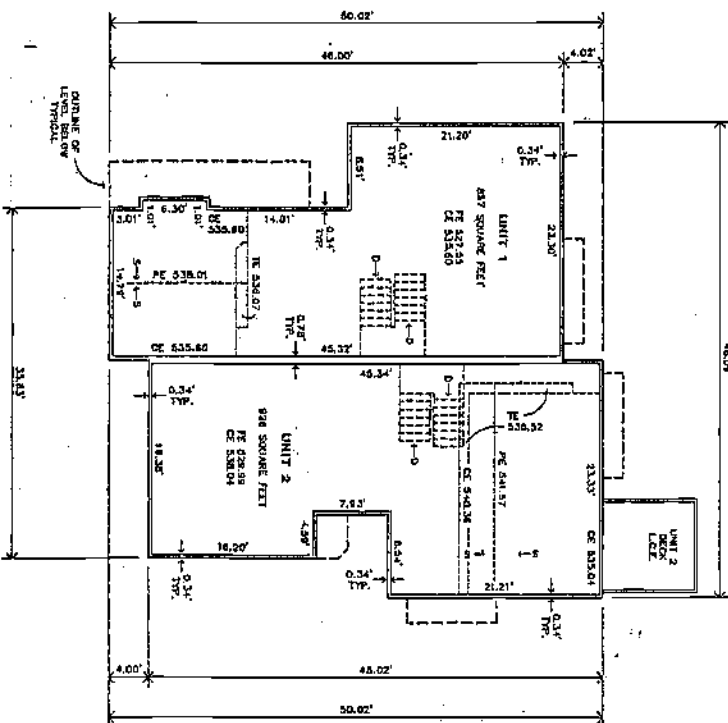
GARDEN GROVE
A CONDOMINIUM
PHASE 5B
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGEND

- U - UP
- D - DOWN
- C.E. - COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT
- 2 - LIMITED COMMON ELEMENT
- 3 - LIMITED COMMON ELEMENT
- 4 - LIMITED COMMON ELEMENT
- 5 - LIMITED COMMON ELEMENT
- 6 - LIMITED COMMON ELEMENT
- 7 - LIMITED COMMON ELEMENT
- 8 - LIMITED COMMON ELEMENT
- 9 - LIMITED COMMON ELEMENT
- 10 - LIMITED COMMON ELEMENT
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- 64 - LIMITED COMMON ELEMENT
- 65 - LIMITED COMMON ELEMENT
- 66 - LIMITED COMMON ELEMENT
- 67 - LIMITED COMMON ELEMENT
- 68 - LIMITED COMMON ELEMENT
- 69 - LIMITED COMMON ELEMENT
- 70 - LIMITED COMMON ELEMENT
- 71 - LIMITED COMMON ELEMENT
- 72 - LIMITED COMMON ELEMENT
- 73 - LIMITED COMMON ELEMENT
- 74 - LIMITED COMMON ELEMENT
- 75 - LIMITED COMMON ELEMENT
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- 80 - LIMITED COMMON ELEMENT
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- 86 - LIMITED COMMON ELEMENT
- 87 - LIMITED COMMON ELEMENT
- 88 - LIMITED COMMON ELEMENT
- 89 - LIMITED COMMON ELEMENT
- 90 - LIMITED COMMON ELEMENT
- 91 - LIMITED COMMON ELEMENT
- 92 - LIMITED COMMON ELEMENT
- 93 - LIMITED COMMON ELEMENT
- 94 - LIMITED COMMON ELEMENT
- 95 - LIMITED COMMON ELEMENT
- 96 - LIMITED COMMON ELEMENT
- 97 - LIMITED COMMON ELEMENT
- 98 - LIMITED COMMON ELEMENT
- 99 - LIMITED COMMON ELEMENT
- 100 - LIMITED COMMON ELEMENT



FIRST FLOOR



SECOND FLOOR

BUILDING M

| UNIT | FIRST FLOOR | SECOND FLOOR (SQ. FT.) | TOTAL (SQ. FT.) |
|--------|-------------|------------------------|-----------------|
| UNIT 1 | 576 | 687 | 1,263 |
| UNIT 2 | 600 | 926 | 1,526 |

| UNIT | GARAGE AREA |
|--------|-------------|
| UNIT 1 | 365 |
| UNIT 2 | 365 |



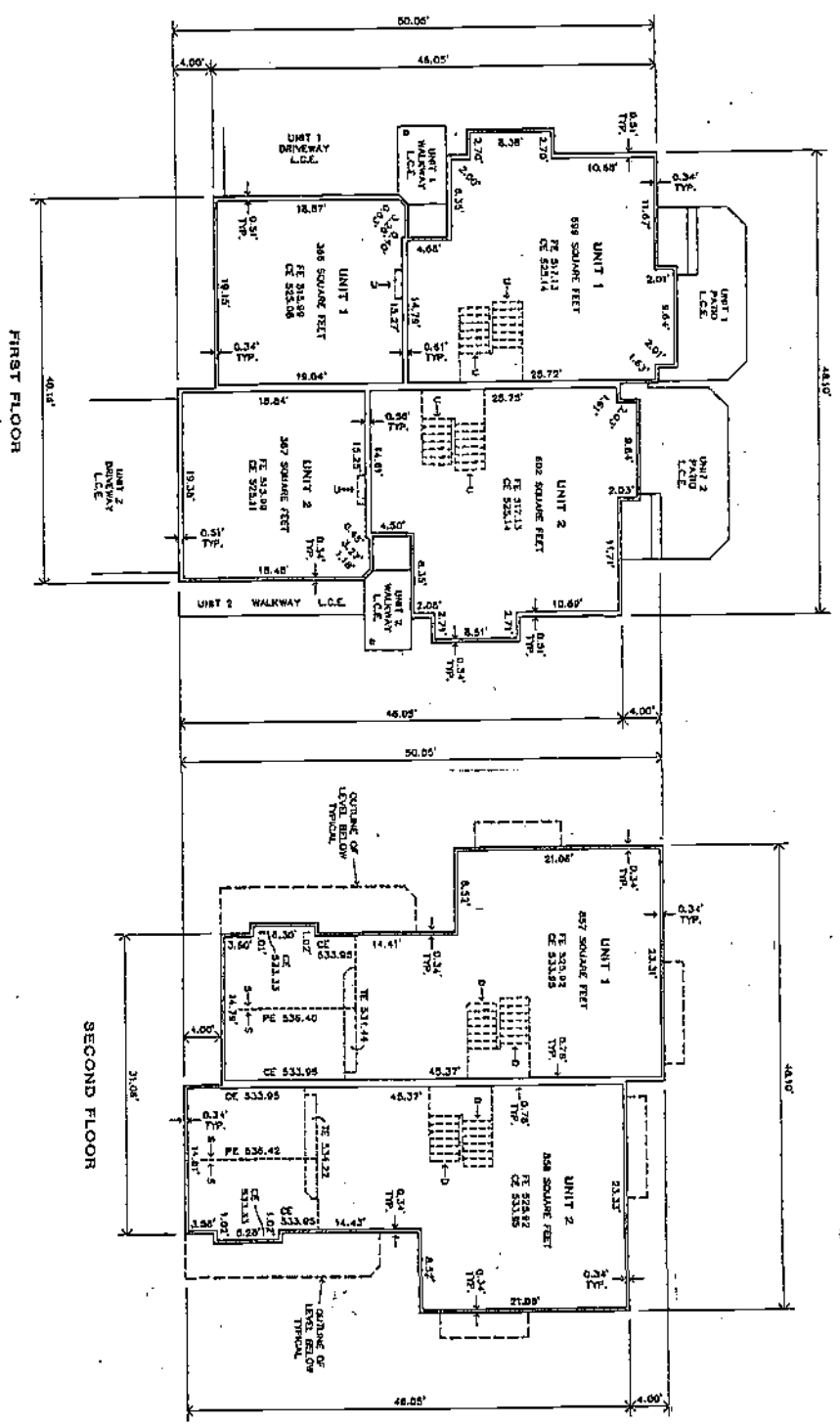
ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FARMOUNT" (VOLUME 10, PAGE 61)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-SAUERLAND & ASSOCIATES, INC.,
18400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98038 PH: 776-1591
LSA FILE NO. 3634.01

9804085001



GARDEN GROVE
A CONDOMINIUM
PHASE 5B
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

- LEGEND**
- U - UNIT
 - UP - DOWN STAIR
 - DOWN - DOWN STAIR
 - L.C.E. - LIMITED COMMON ELEMENT
 - WALKWAY - WALKWAY
 - DIR - DIRECTION OF TRAFFIC
 - FE - FLOOR ELEVATION
 - TE - TOP ELEVATION



| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (SQ. FT.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 559 | 557 | 1,116 |
| UNIT 2 | 559 | 557 | 1,116 |

| UNIT | GARAGE AREA |
|--------|-------------|
| UNIT 1 | 368 |
| UNIT 2 | 367 |



ALTERATION OF LOTS 9, 44, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

9804085001

PHASE 2

LEGAL DESCRIPTION (ALL POSSIBLE PHASES)

LAND SURVEYOR'S CERTIFICATE

[illegible]

PROJECTS HAVE BEEN COMPLETED IN ACCORDANCE WITH SAID PLANS.

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 22586
DATE 3/27/98

ALL SURFACE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON,
THE LAND DESCRIBED IN ALL POSSIBLE PHASES,
LESS THE LAND DESCRIBED IN PHASES 1, 2, 3, 4, 5A AND 5B.

LAND SURVEYOR'S VERIFICATION

STATE OF WASHINGTON }
COUNTY OF SPOKANE } ss.
JEREMY T. THERIAULT, SHERIFF, FIRST ON DUTY THAT MORNING, STATES THAT HE IS THE REGISTERED LAND SELLER FOR SPOKANE THE ABOVE CERTIFICATE, THAT HE HAS EXAMINED THE SURVEY MAP AND SUBSEQUENT BUILDING PLANS AND BELIEVES THEM CORRESPOND TO BE A TRUE STRAIGHTENED.

CHERRY L. THERIAULT
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 22998
DATE 5/12/98

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12th DAY OF FEBRUARY, 1908.

Keller A. Mitchell

WILSON, FREDERICK AND FREDERICK, 514 E. WASHINGTON, RESIDING AT EVERETT, WASH. COMMISSION EXPIRES JAN. 15, 1932.

ROBERT P. LIND
CLARK OF WASHINGTON
RILEY A. LIND
My appointment expires Nov. 14, 1988

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } ss.

1 I CERTAINLY KNOW OR HAVE SUFFICIENTLY KNOWN THAT THINK THE COURT
 2 IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACCOMPANIED THAT
 3 HE SIGNED THE INSTRUMENT, OR ORTH STATED THAT HE WAS AUTHORIZED TO
 4 EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE OWNER OF SAID HOUSE
 5 U.S.C., A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY
 6 ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT

DATE: FEBRUARY 12, 1966

Chickadee
Chickadee

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT Everett
MY COMMISSION EXPIRES 5-1-81

RECORDING CERTIFICATE

[illegible]

[Signature]
DEPUTY COUNTY AUDITOR

9802125001

29
4656

IN 967/4 & 9W7/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAUERLAND & ASSOCIATES, INC.
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 (425) 776-1581
ISA FILE NO. 3834.01 SHEET 1 OF 5

QTY OF EXPOSED STATION EGG,
 100 LBS. OF CRACKED BRICKS-ON ROAD
 ADJACENT TO THE CENTER OF BRIDGE ROAD,
 ELEVATION = 538.22
 QTY OTHER, WITH 3 EXPOSED REINFORCING
 TYPE OF "X" & "C" CONCRETE UNDEVELOPED,
 1/4 OF TOP CONCRETE MASSIVE NO POINT FOUND
 USED HIGHEST POINT OF TOP OF CONCRETE FOR BENCHMARK

A CONTINUATION OF
VOLUME 66, PAGES 47-51

- EX. 1/2" ROOM PM. WITH PLASTER CAP NO. 12068/22068
- EX. CONCRETE WALL WITH WASTER NO. 22069
- U.P. = UNCOVERED PASSAGE
- C.E. = COMMON ELEMENT
- L.C.E. = LIMITED COMMON ELEMENT

SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON



BASIS OF BEARINGS
CENTERLINE OF 4TH AVENUE W. PER
PLAT OF TADAMOUNT AS RECORDED
IN VOLUME 10 OF PLAT PAGE 91.
RECORDS OF SPOONSHAW COUNTY,
WASHINGTON

DATUM
MAVIA (1928)

STATISTICS
EQUIPMENT: LITE SAT 4
ELECTROSC
TOTAL STATION
WEIRPOD 1 PPS TRAVELER
ADVERTALCY 2 CEMPORE TO
MAG. 303-11-20-090
MONUMENTS VISITED 1 3/07/86

NOTES

1. ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
2. PHASES MAY BE WITHDRAWN AND/OR ADDED TO DEVELOPMENT.
3. SUBJECT TO THE TERMS AND CONDITIONS OF THOSE CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING LANDS LOCATED UNDER SHERIDAN COUNTY LANDLORDS PLEA NO. 2, PLATS 4613-14, 84-001704-02, 8703070304, 8703390306 AND 8705180321.



ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 81)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAUERLAND & ASSOCIATES, INC.
10400 23RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 775-1561
LSA FILE NO. 9834.01 SHEET 2 OF 5

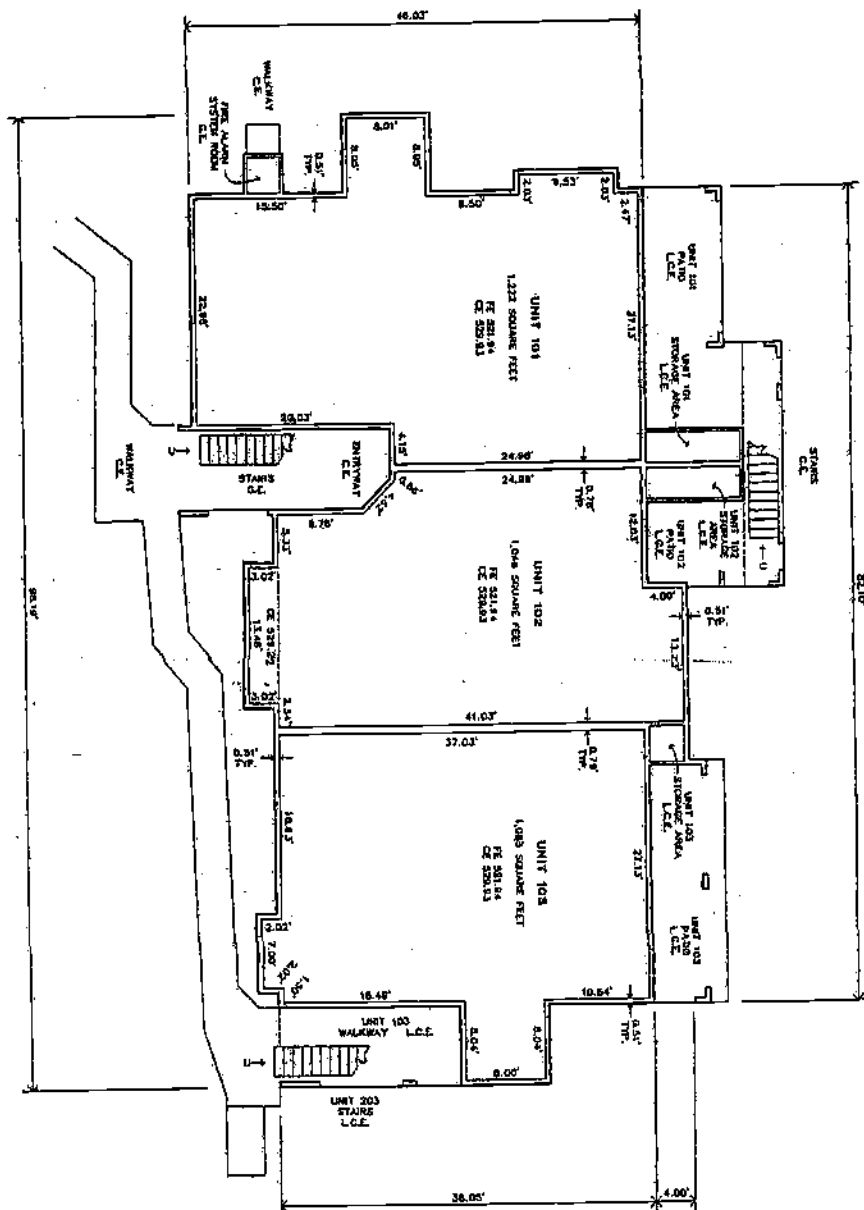
9802125001

SHEET 2 OF 6



LEGEND

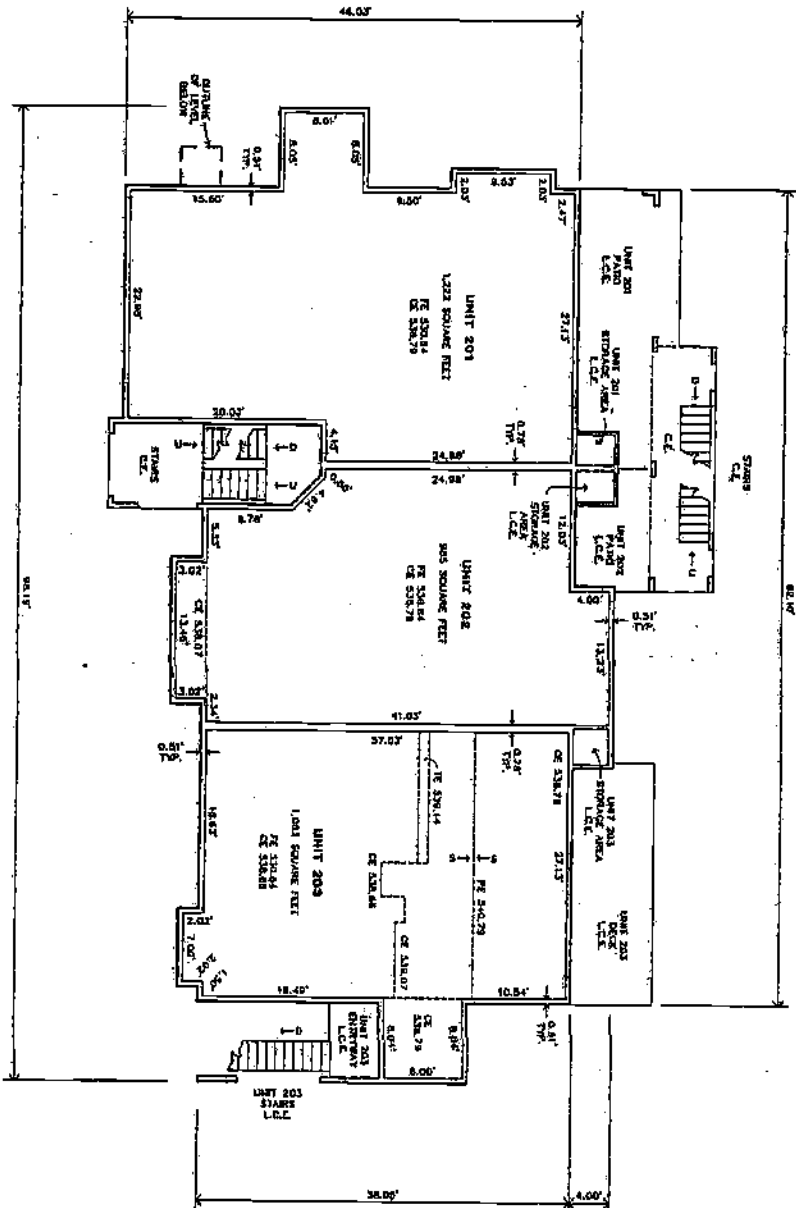
U = UP
C.E. = COLUMN ELEMENT
I.C.E. = INTERNAL COLUMN ELEMENT
CE = CEILING ELEVATION
FL = FLOOR ELEVATION



ALTERNATION OF LOTS 3, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAUERLAND & ASSOCIATES, INC.
19400 33RD AVENUE W., SUITE 200 PH: 776-1601
LYNNWOOD, WASHINGTON 98038
LSA FILE NO. 3683-01
SHEET 3 OF 5

[illegible]

U = UP
D = DOWN
C.E. = COMMON ELEMENT
L.E. = LATER COMMON ELEMENT
CE = CENTER OF GRAVITY
CE = CENTER ELEVATION
PE = PEAK ELEVATION
FE = FLOOR ELEVATION
TE = TOP ELEVATION

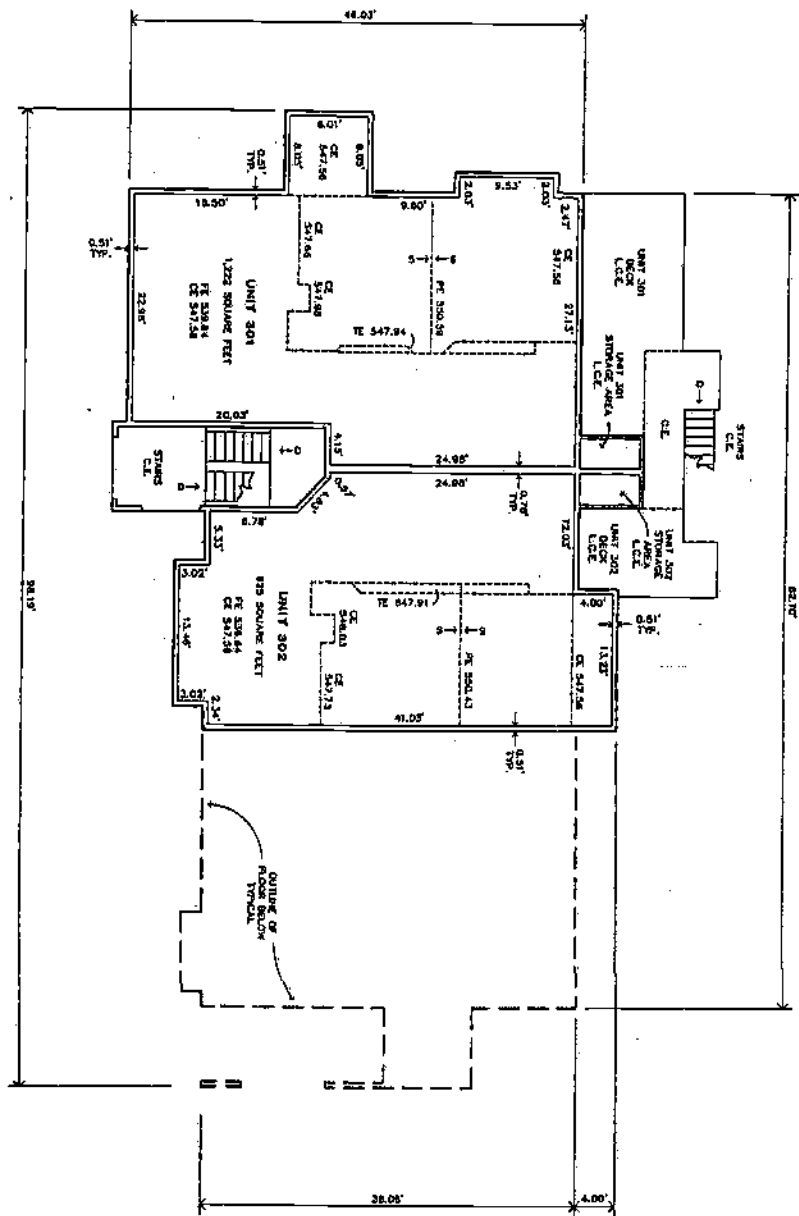


ALTERNATION OF LOTS 9, 14, 15, 46, 47, 48, 49 AND 60,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 97)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAWYERLAND & ASSOCIATES, INC.,
19400 38RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 775-1591
ISA FILE NO. 3034.01 SHEET 4 OF 5



GARDEN GROVE
A CONDOMINIUM
PHASE 8A
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

- LEGEND**
- D - DOWN
 - U - UP
 - C.E. - COMMON ELEMENT
 - L.C.E. - LIMITED COMMON ELEMENT
 - S - STAIRS
 - W.C.E. - WALL OF COMMON ELEMENT
 - CE - CEILING ELEVATION
 - FE - FLOOR ELEVATION
 - TE - TOP ELEVATION



THIRD FLOOR
BUILDING X

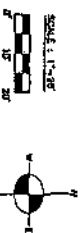
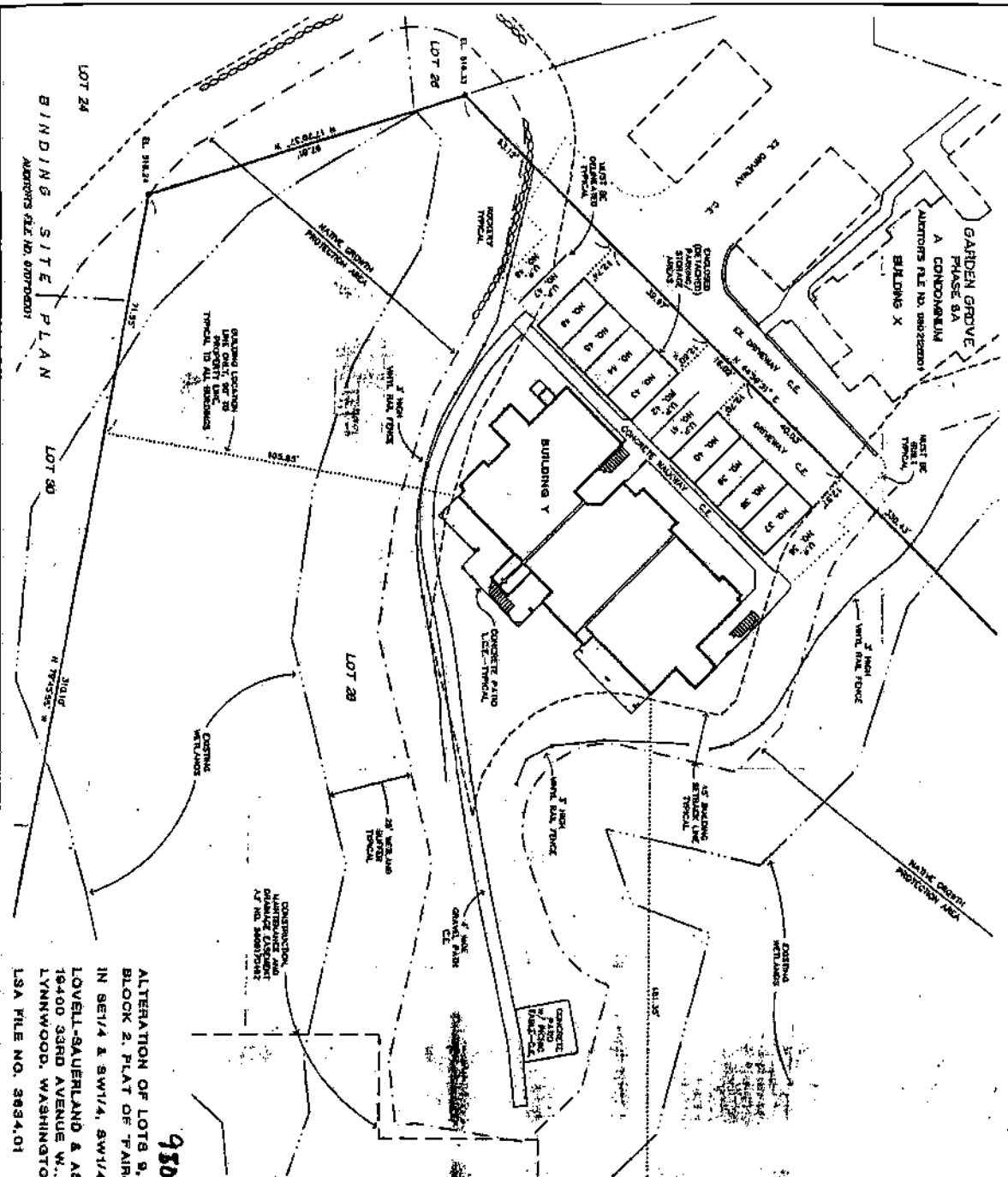


9802125001

ALTERATION OF LOTS 8, 44, 46, 48, 49, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF 'FAIRMOUNT' (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAUERLAND & ASSOCIATES, INC.
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 775-1591
LSA FILE NO. 3834.01 SHEET 5 OF 5

LEGEND
 * - EX. 1/4" CONCRETE WALL
 PLACING CONCRETE 1200/2700
 O.P. - UNDESIGNED PLANNING
 C.E. - COMMON ESTATE
 L.C.E. - LIMITED COMMON ESTATE

**GARDEN GROVE
 A CONDOMINIUM
 PHASE 08
 SECTION 24, T.28N., R.4E., W.M.
 SNOHOMISH COUNTY, WASHINGTON**



BENCHMARK
 CITY OF EVERETT STATION 1000
 LOCATED IN THE CENTER OF SNOHOMISH ROAD
 DISTANT 100 FEET WEST OF PARKING ROAD
 BENCHMARK IS 100 FEET
 TOP OF 1\"/>

BASIS OF BEARINGS
 CENTERING OF ALL LINES IS PER
 PLAT OF 1/4\"/>

DATUM
 NAD 83 (1983)

STATISTICS

EXAMINED: LATE SET 1
 ELECTRONIC
 MEASUREMENTS
 ACCURACY: DISTANCES TO 1/100
 HORIZONTAL ANGLES TO 1/100

NOTES

1. ALL LAND IS SUBJECT TO
 SNOHOMISH COUNTY
 TOWN OF SNOHOMISH
 TOWN OF SNOHOMISH
2. PHASE 08 IS SUBJECT TO
 SNOHOMISH COUNTY
 TOWN OF SNOHOMISH
 TOWN OF SNOHOMISH
3. PHASE 08 IS SUBJECT TO
 SNOHOMISH COUNTY
 TOWN OF SNOHOMISH
 TOWN OF SNOHOMISH

9103045010

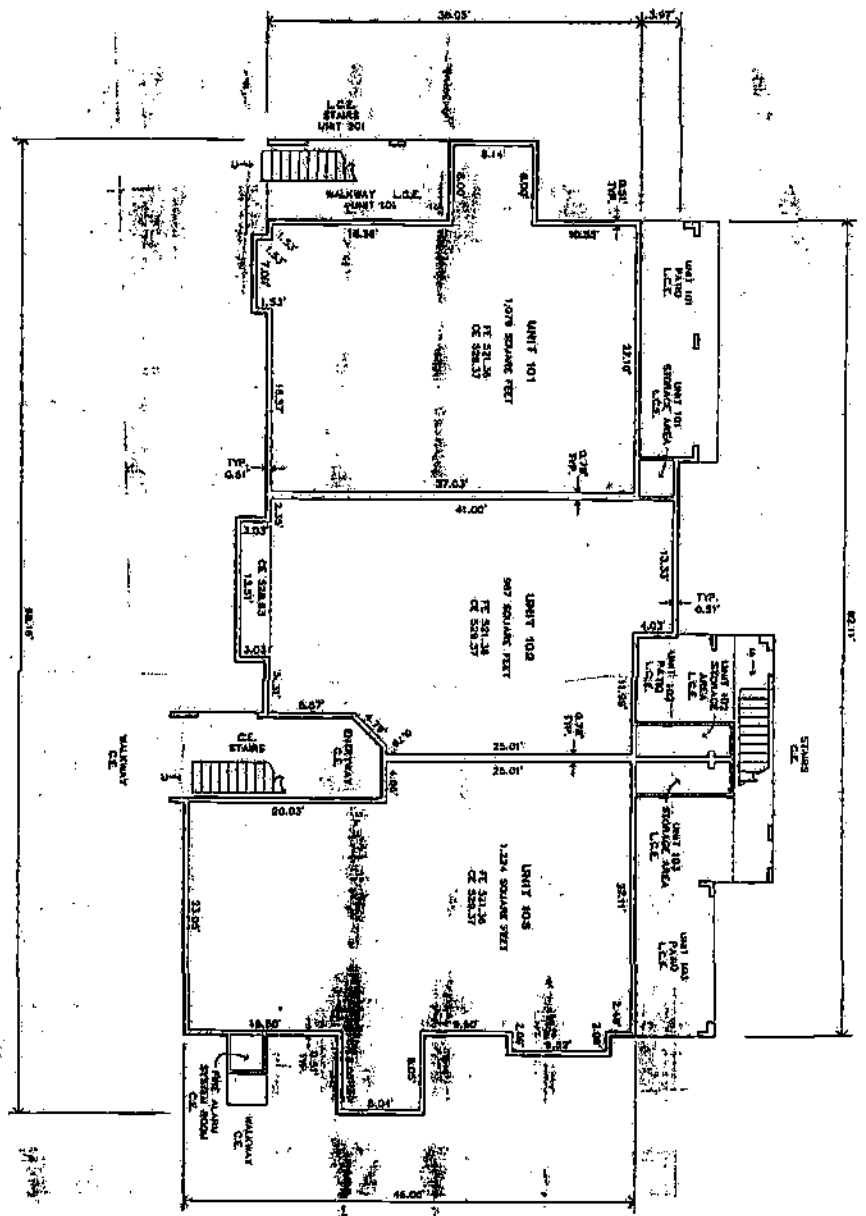


ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
 BLOCK 2, PLAT OF 'FAIRMOUNT' (VOLUME 10, PAGE 97)
 IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
 LOVELL SAUERLAND & ASSOCIATES, INC.
 18400 33RD AVENUE W., SUITE 200
 LYNNWOOD, WASHINGTON 98036 PH: 776-1581
 LSA FILE NO. 3834.01 SHEET 3 OF 8



GARDEN GROVE
A CONDOMINIUM
PHASE 98
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGEND
U - UNIT
C - COMMON ELEMENT
L - LAND
F - FLOOR
E - ELEVATION



FIRST FLOOR
BUILDING Y

980309500
ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL SAUERLAND & ASSOCIATES, INC.
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 776-1591
LSA FILE NO. 9834.01
SHEET 4 OF 6

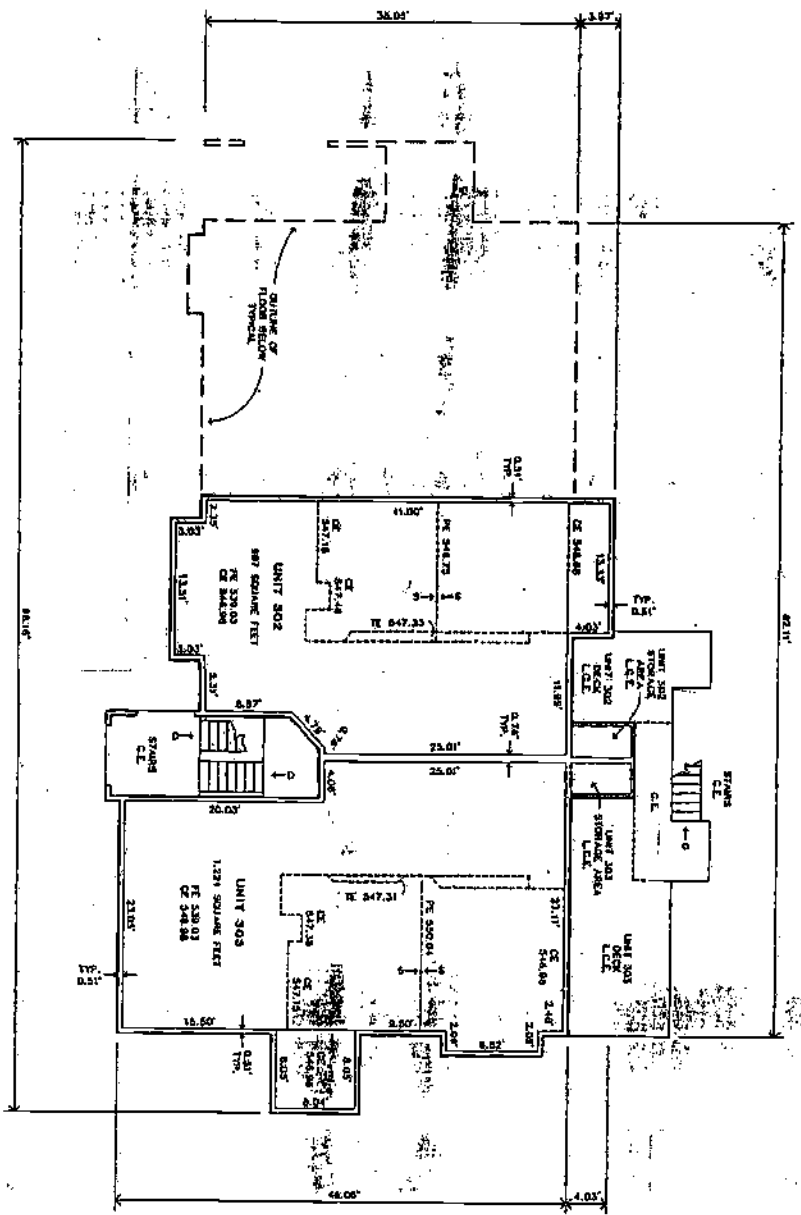






**GARDEN GROVE
A CONDOMINIUM**
PHASE 8B
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

- LEGEND**
- B - ROOM
 - C.E. - COMMON ELEMENT
 - L.C.E. - LIMITED COMMON ELEMENT
 - S - STAIR
 - ST - STAIR
 - STOR - STORAGE
 - STOR AREA - STORAGE AREA
 - FE - FLOOR ELEVATION
 - CE - CEILING ELEVATION
 - DE - DECK ELEVATION
 - PO - POOL
 - PO - POOL



THIRD FLOOR
BUILDING Y

9803095010



ALTERATION OF LOTS 9, 44, 46, 48, 47, 49, 48 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 97)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-SAUERLAND & ASSOCIATES, INC.,
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 775-1591
LSA FILE NO. 3634.01
SHEET 6 OF 6

GARDEN GROVE A CONDOMINIUM

SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON
PHASE 7

LEGAL DESCRIPTION (ALL POSSIBLE PHASES)

LOT 1 HEREON IS, RESPECTIVE, ACCORDING TO THE SURVEY BY R.M. PLANN
RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 370730000.
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

LOT 2 AND 30, ACCORDING TO THE SURVEY BY R.M. PLANN,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

LOT 3 AND 30, ACCORDING TO THE SURVEY BY R.M. PLANN,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

LEGAL DESCRIPTION - FUTURE PHASES
THE LAND DESCRIBED IN ALL POSSIBLE PHASES,
LESS THE LAND DESCRIBED IN PHASES 1, 2, 3, 4, 5, 6, 7 AND 8,
ALL BEING IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OF LANDS LYING
IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AT THE
REQUEST OF LITCO HOMES, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY,
FILE NO. 3684.01 OF SNOHOMISH COUNTY, WASHINGTON.

I HEREBY CERTIFY THAT THE SURVEY WAS MADE AND PLANNED FOR LITCO HOMES, L.L.C.,
A WASHINGTON LIMITED LIABILITY COMPANY, AND THAT THE SURVEY WAS MADE
IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AT THE
REQUEST OF LITCO HOMES, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY,
FILE NO. 3684.01 OF SNOHOMISH COUNTY, WASHINGTON.



LAND SURVEYOR'S VERIFICATION

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH }
I, THE UNDERSIGNED, BEING FIRST ON OATH, DO HEREBY CERTIFY THAT I AM THE
REGISTERED LAND SURVEYOR OF THE ABOVE CERTIFICATE, THAT I WAS
PRESENT AT THE SURVEY AND THAT THE SURVEY WAS MADE IN ACCORDANCE
WITH THE REQUIREMENTS OF THE SURVEYING ACT AT THE REQUEST OF LITCO
HOMES, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, FILE NO. 3684.01
OF SNOHOMISH COUNTY, WASHINGTON.

Charles J. Smith
REGISTERED LAND SURVEYOR
DATE: 10/10/78

SHOWN AND SHOWN TO BEING THE 10th DAY OF JULY, 1978.
Kelly L. Mitchell
COUNTY CLERK AND RECORDER
SNOHOMISH COUNTY, WASHINGTON
BY DEPOSITION EXHIBIT AND IS 3684.01

DEDICATION

HOMES, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY,
HEREBY CERTIFY THAT THE SURVEY WAS MADE AND PLANNED FOR LITCO HOMES, L.L.C.,
A WASHINGTON LIMITED LIABILITY COMPANY, AND THAT THE SURVEY WAS MADE
IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AT THE
REQUEST OF LITCO HOMES, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY,
FILE NO. 3684.01 OF SNOHOMISH COUNTY, WASHINGTON.

W. J. Smith
REGISTERED LAND SURVEYOR
DATE: 10/10/78

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH }
I, THE UNDERSIGNED, BEING FIRST ON OATH, DO HEREBY CERTIFY THAT I AM THE
REGISTERED LAND SURVEYOR OF THE ABOVE CERTIFICATE, THAT I WAS
PRESENT AT THE SURVEY AND THAT THE SURVEY WAS MADE IN ACCORDANCE
WITH THE REQUIREMENTS OF THE SURVEYING ACT AT THE REQUEST OF LITCO
HOMES, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, FILE NO. 3684.01
OF SNOHOMISH COUNTY, WASHINGTON.

Steve J. Smith
REGISTERED LAND SURVEYOR
DATE: 10/10/78

SHOWN AND SHOWN TO BEING THE 10th DAY OF JULY, 1978.
Charles J. Smith
COUNTY CLERK AND RECORDER
SNOHOMISH COUNTY, WASHINGTON
BY DEPOSITION EXHIBIT AND IS 3684.01

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LITCO HOMES, L.L.C., THE 10th DAY
OF JULY, 1978, AT 10:00 AM, AND RECORDED
UNDER FILE NO. 3684.01 OF SNOHOMISH COUNTY, WASHINGTON.
Bob Tecumiller
COUNTY CLERK AND RECORDER
SNOHOMISH COUNTY, WASHINGTON

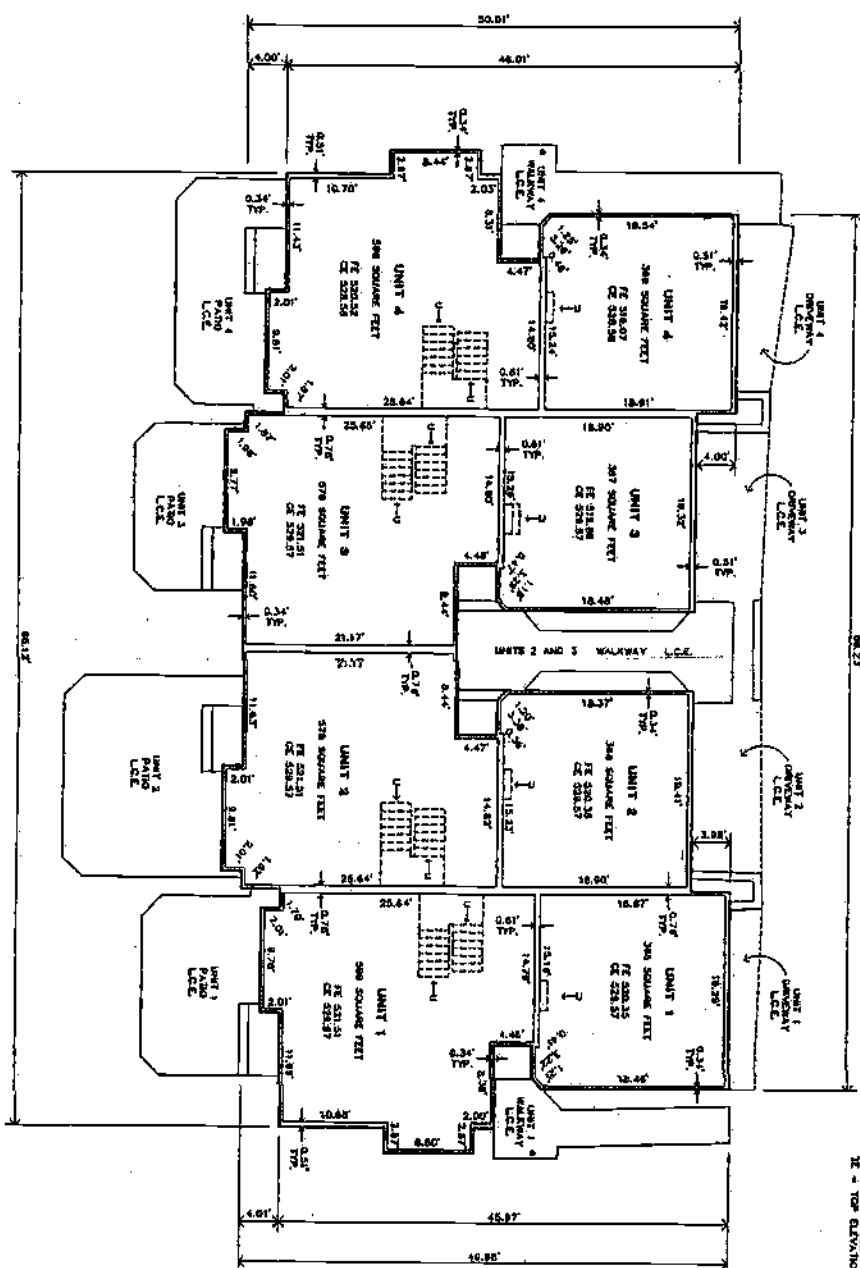
ALTERATION OF LOTS 2, 44, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 87)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAUERLAND & ASSOCIATES, INC.
18400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 (425) 776-1591
LSA FILE NO. 3684.01 SHEET 1 OF 5

926105601



**GARDEN GROVE
A CONDOMINIUM
PHASE 7
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON**

- LEGEND**
- U - UNIT
 - CL - COMMON ELEMENT
 - LCE - LIMITED COMMON ELEMENT
 - FE - FLOOR ELEVATION
 - CE - CEILING ELEVATION
 - PE - POOL ELEVATION
 - TE - TOP ELEVATION



FIRST FLOOR

BUILDING O

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL (SQ. FT.) |
|--------|-------------|--------------|-----------------|
| UNIT 1 | 300 | 1,023 | 1,323 |
| UNIT 2 | 307 | 1,023 | 1,330 |
| UNIT 3 | 307 | 1,023 | 1,330 |
| UNIT 4 | 300 | 1,023 | 1,323 |

| UNIT | COMMON AREA |
|--------|-------------|
| UNIT 1 | 300 |
| UNIT 2 | 307 |
| UNIT 3 | 307 |
| UNIT 4 | 300 |



9806105001

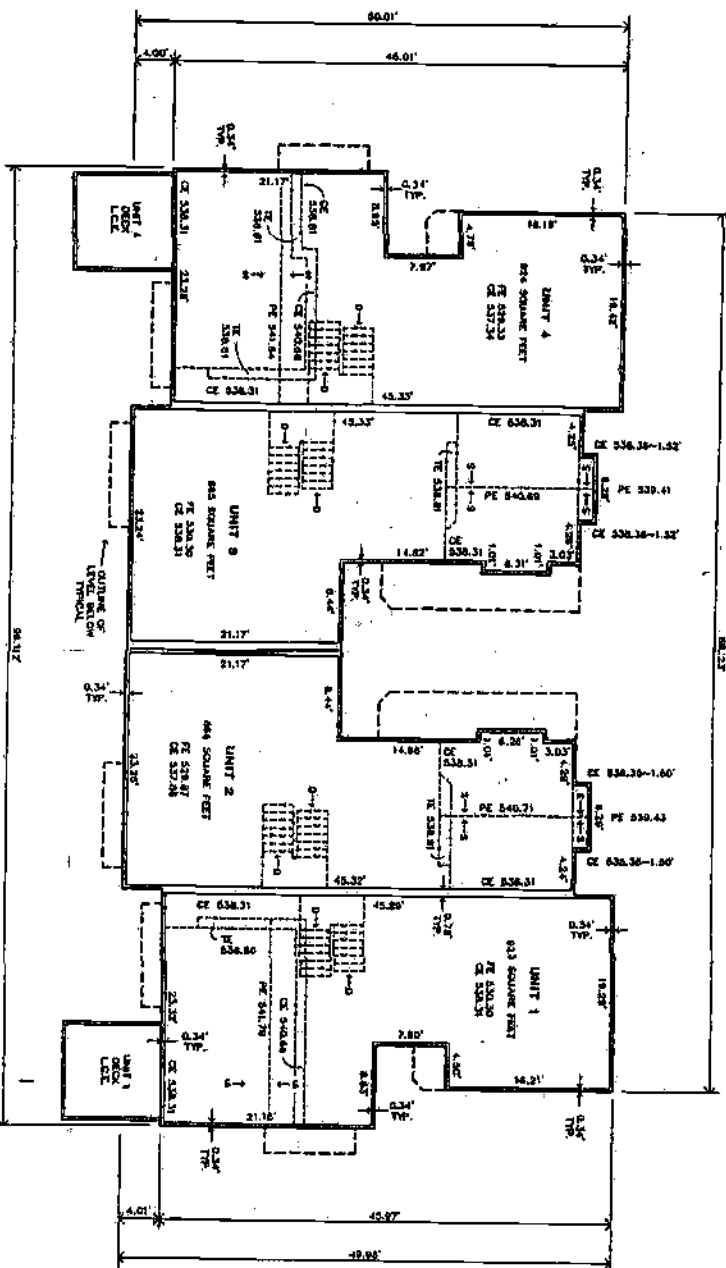
ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-BAUERLAND & ASSOCIATES, INC.,
16400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 775-1681
LSA FILE NO. 3634.01



**GARDEN GROVE
A CONDOMINIUM
PHASE 7
SECTION 24, T.28N., R.4E., W.M.,
SNOHOMISH COUNTY, WASHINGTON**

LEGEND

U - up
D - down
CE - CEILING ELEMENT
LE - LANTERNE CEILING ELEMENT
CZ - CROWN MOULDING
CF - CEILING FAN
PE - PLANK ELEVATION
FE - FLOOR ELEVATION
TE - TOP ELEVATION



SECOND FLOOR

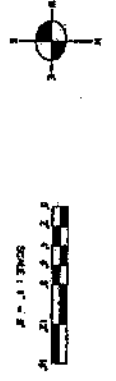
| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (sq. ft.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 509 | 923 | 1,432 |
| UNIT 2 | 576 | 908 | 1,484 |
| UNIT 3 | 579 | 665 | 1,243 |
| UNIT 4 | 586 | 824 | 1,410 |

| | |
|--------|------------|
| Unit 7 | GRADE AREA |
| Unit 1 | 365 |
| Unit 2 | 368 |
| Unit 4 | 367 |
| Unit 4 | 368 |



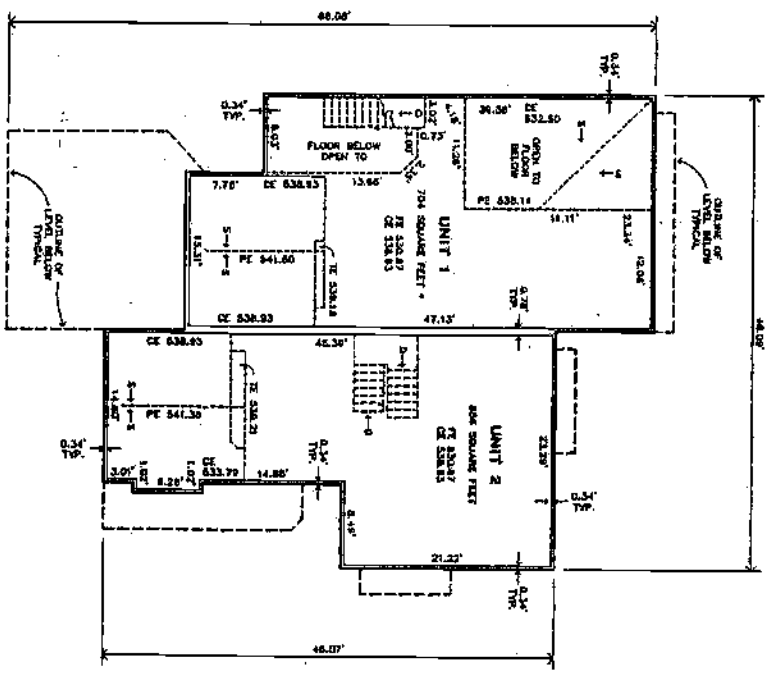
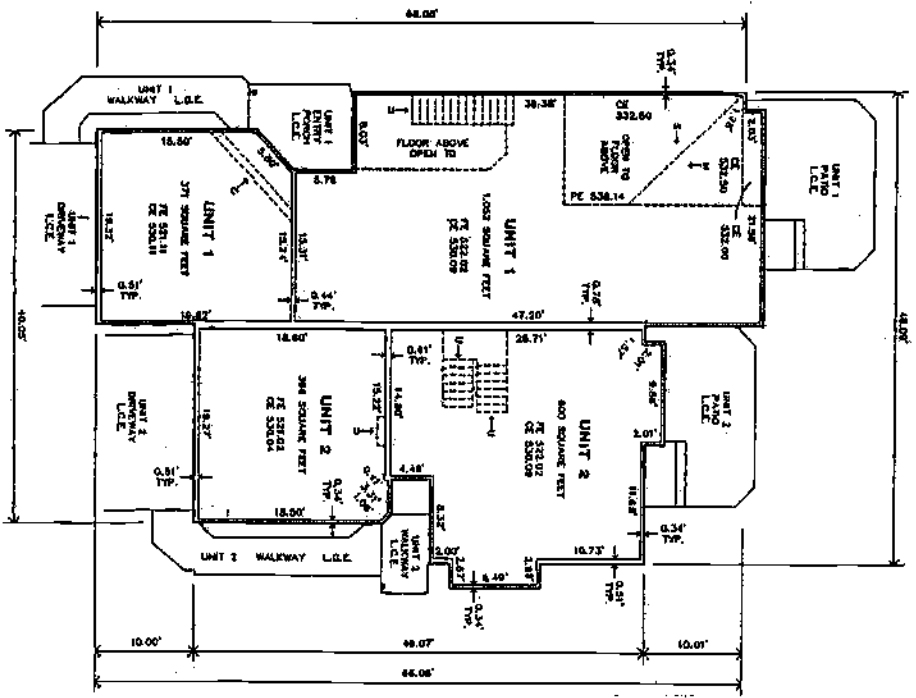
IN SE1/4 & SW1/4, SEC. 24, T.38N., R.4E., W.M.
ALTERNATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
LOVELL-SAUERLAND & ASSOCIATES, INC.
19400 38RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 776-1601
LSA FILE NO. 3034.01 SHEET 4 OF 6

9806105001



GARDEN GROVE A CONDOMINIUM PHASE 7 SECTION 24, T.28N., R.4E., W.M. SNOHOMISH COUNTY, WASHINGTON

- LEGEND**
- UP
 - DOWN
 - COMMON GROUND
 - UNIT COMMON ELEMENT
 - DIRECTION OF CEILING SLOPE
 - CEILING ELEVATION
 - FLOOR ELEVATION
 - FLOOR ELEVATION
 - TOP ELEVATION



BUILDING

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL (SQ. FT.) |
|--------------|-------------|--------------|-----------------|
| UNIT 1 | 371 | 371 | 742 |
| UNIT 2 | 394 | 394 | 788 |
| TOTAL | | | 1,530 |

| UNIT | CARPORT AREA |
|--------|--------------|
| UNIT 1 | 270 |
| UNIT 2 | 348 |

NOTE

COMMON BUILDING ELEMENTS
IN FLOOR PLAN AS SHOWN HEREIN

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-BAUERLAND & ASSOCIATES, INC.,
16400 39RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 (425) 776-1601
LSA FILE NO. 3084.01

SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 97071060001.
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PROPERTY OF THE ILLINOIS COMMISSION AND RESTRICTIONS ACCORDING TO THE BUILDING SITE PLAN RECORDED UNDER SANGAMON COUNTY AUDITOR'S FILE NO. 874703000.

LEGAL DESCRIPTION - PHASE 2A

RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9707105001,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

LEGAL DESCRIPTION - FUTURE PHASES

ALL SQUARE IN THE COUNTY OF BROMHOLM, STATE OF WASHINGTON.

LAND SURVEYOR'S CERTIFICATE

THIS 20th DAY OF May 1968.

PERIODICALLY, PLANTS ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTIES OF THE PLANTS. THE SURVEY IS BASED UPON THE RESULTS OF THE SURVEY THAT ALL INFORMATION REPORTED BY ROW 6.4.4.23 IS SUPPLIED HEREIN AND THAT ALL HORIZONTAL AND VERTICAL DIMENSIONS OF THE PLANTS ARE SUBSTANTIALLY CORRELATED IN ACCORDANCE WITH THE PLANTS.

FOR SALE BY T. THEBEN
OFFICE SELLER, LAND SURVEYOR
CERTIFICATE NO. 78069
DATE 8/21/85



LAND SURVEYOR'S VERIFICATION

STATE OF WASHINGTON }

ACCORDING TO THOMAS, BEING FIRST ON GARY GOLF COURSE, STATES THAT HE IS THE REGISTERED LAND SURVEYOR SHOWING THE ABOVE CERTIFICATE, THAT HE HAS DRAINED THE SURVEY MAP AND SUBORDINATE BUILDING PLANS AND BELIEVES THE CERTIFICATE TO BE A TRUE STATEMENT.

RECEIVED
REGISTERED MAIL
COMM-FACILE NO. 2798D
DATE 5/16/88

ELABORATED AND STORM TO BROOKLYN IN THE 19th DAY OF July, 1990.

Kelly A. Mitchell
K. A. MITCHELL
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT
BY COMMISSION EXPIRES: APR 15, 2018



DEBIOATION

[illegible]

PERIOD FINISJS, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

Moby Dick

ACKNOWLEDGEMENT

755-1557

I CERTIFY THAT I KNOW OR HAVE SUFFICIENT EVIDENCE THAT MIKE HUTZLER IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THE RESTRAINT, ON OATH STATED THAT HE WAS ALLOWED TO SIGN THE RESTRAINT AND ACKNOWLEDGED THAT THE SIGNATURE OF LEO HOMERSON, A WASHINGTON LIMITED LIABILITY COMPANY, IS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE RESTRAINT.

DATE MAY 14 1974

James Stanley
Chief, Stability

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT _____
MY COMMISSION EXPIRES 1-1-01



RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF METRO HOMES, L.L.C. 7-73 DAY
 OF FILE 1984 AT 2:00 WRITES PAST TO A AND RECORDED
 IN VOLUME OF PLAT FEE
 SPOKANE COUNTY, WASHINGTON

Bob T. Coallier
SYNOPSIS COUNTY AUDITOR

Franklin P. Hall
DEPUTY COUNTY AUDITOR

ALLOCATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 41)
IN SEC 1/4 & SW 1/4, SEC. 24, T.28N., R.4E., W.1M.
LOVELL-SAUERLAND & ASSOCIATES, INC.

WASHINGTON 98036 (420) 770-1634
LSA FILE NO. 9834.01 SHEET 1 OF 4

LEGEND

- 84.75' WIDE PAV WITH PLANTING C&P
- EX CONCRETE WALL WITH WARMER NOTED
- CL - COMMON ELEMENT
- CLT - LIMITED COMMON ELEMENT

**GARDEN GROVE
A CONDOMINIUM
PHASE 8A**
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

SCALE: 1"=25'



BENCHMARK

TOP OF ELEVANT STATION, CORNER
OF SECTION 24, T.28N., R.4E., W.M.
ABOUT 400 FEET WEST OF EXISTING ROAD.
ELEVATION = 528.22

TOP OF 4" x 4" CONCRETE MONUMENT,
ON DEED, WITH 3 GRASS STAKES
1/4" OF TOP CONCRETE MISSING.
NO POINT FOUND

USED MONUMENT POINT OF TOP
OF CONCRETE FOR BENCHMARK

BASIS OF BEARINGS

COMPARISON OF THE BEARING & DISTANCE
FROM THE BENCHMARK TO THE MONUMENT AS RECORDED
IN VOLUME 30 OF PLATE PAGE 51,
WASHINGTON COUNTY, WASHINGTON

DATUM

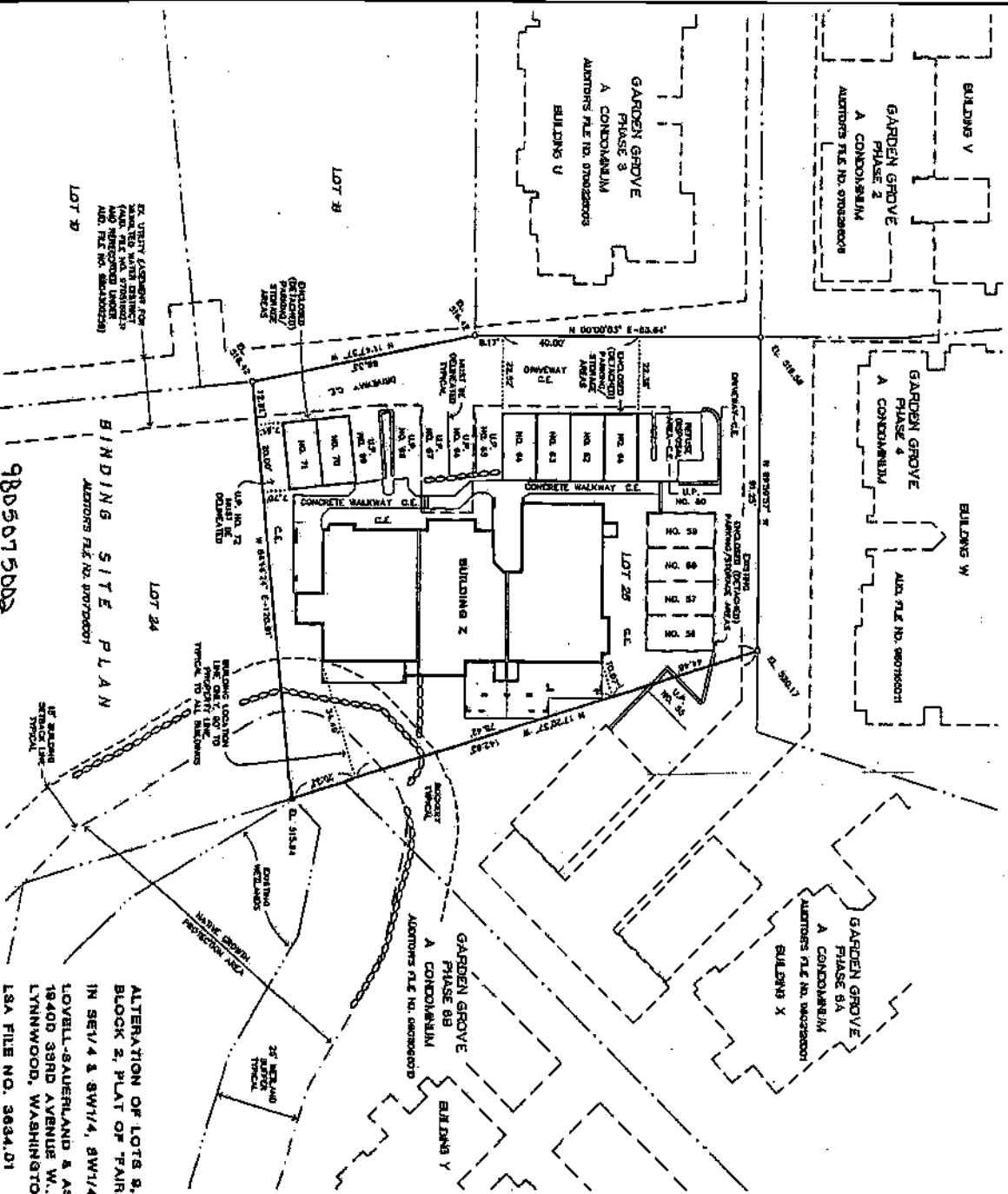
NAD 83 (1983)

STATISTICS

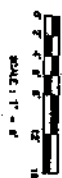
DEPARTMENT: LETS SET 4
METHOD: FIELD MEASUREMENT
RECORD: WAC 333-10-000
MONUMENTS: VARIOUS 1/2" DIA/78

NOTES

1. ALL LAND IS SUBJECT TO DEVELOPMENT
SHOWS SET POINT IN THE DEVELOPMENT.
2. PLANTING MAY BE WITHDRAWN AND/OR
ADDED TO CONDOMINIUM.
3. SET POINT TO THE STAKES AND CONCRETE
MONUMENTS ARE THE PROPERTY OF SNOHOMISH COUNTY.
AUTHORITY FILE NO. 1810-0015.
SNOHOMISH COUNTY, WASHINGTON, 1/20/02.
STATIONED AND RECORDED.

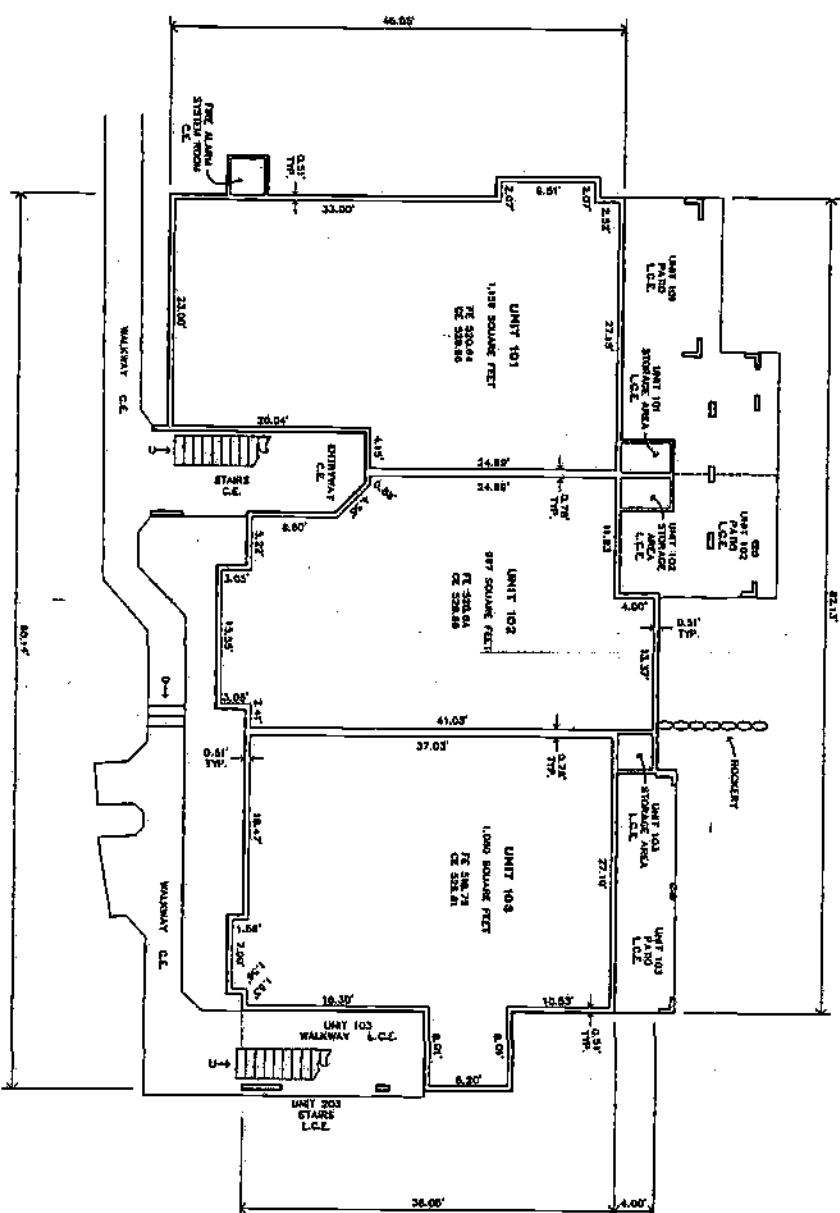


ALTERATION OF LOTS 8, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 51)
IN SET 4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOYELL SAUERLAND & ASSOCIATES, INC.
18400 38RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 776-1691
LSA FILE NO. 3634.01



GARDEN GROVE
A CONDOMINIUM
PHASE 8A
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGEND
U - UNIT
C.C. - COMMON ELEMENTS
L.C.E. - LIMITED COMMON ELEMENTS
P.F. - FLOOR ELEVATION



FIRST FLOOR
BUILDING Z



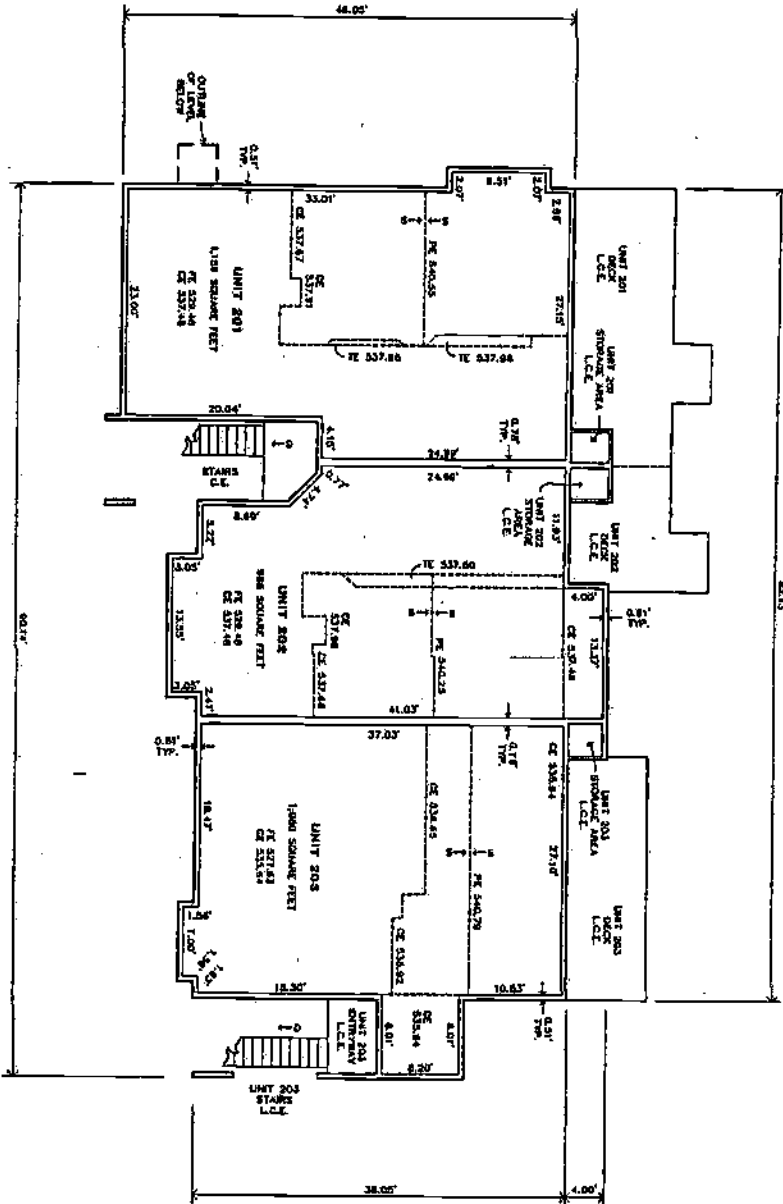
9805075002

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 87)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-SAUERLAND & ASSOCIATES, INC.,
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PLS. 776-1591
LSA FILE NO. 363401



GARDEN GROVE
A CONDOMINIUM
PHASE 8A
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGEND
D - DOWN
UP - UP
C - COMMON PROPERTY
L.C.E. - LIMITED COMMON ELEMENT
S - SECTION OF CEILING SLOPE
C.E. - CEILING ELEVATION
F.E. - FLOOR ELEVATION
I.E. - ICE ELEVATION



SECOND FLOOR
BUILDING Z

9805075002

ALTERATION OF LOTS 8, 44, 46, 48, 49, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF 'FAIRMOUNT' (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, 9WT/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL GAUERLAND & ASSOCIATES, INC.,
18400 35TH AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 775-1591
LSA FILE NO. 3834.01



SHEET 4 OF 4

PHASE B

LEGAL DESCRIPTION (ALL POSSIBLE PHASES)

LOTS 1 THROUGH 30, INCLUDING, ACCORDING TO THE SAID SITE PLAN RECORDED UNDER SHOSHAM COUNTY ADVERTOR'S FILE NO. 870718501, RECORDS OF SHOSHAM COUNTY, WASHINGTON.

SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS ACCORDING TO THE SAID SITE PLAN RECORDED UNDER SHOSHAM COUNTY ADVERTOR'S FILE NO. 870718501.

THE BUREAU OF THE
FILE NO. 9707103001.

LUIS 18, 18, 21 AND 23, ACCORDING TO THE ABOVE CITE PLAN
 RECORDS OF SNOHOMISH COUNTY AUDITOR'S FILE NO. 970105001,
 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
 SUBJECT TO THE TERMS AND CONDITIONS OF THOSE CERTAIN EASEMENT
 AGREEMENTS RECEIVED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NOS.
 970107014, 9608107432, 970307038, 970310562, 970310621
 AND 960400238.

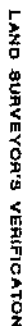
LEGAL DESCRIPTION • FUTURE PHASES

THE LAND DESCRIBED IN ALL POSSIBLE PHASES, LESS THE LAND DESCRIBED IN PHASES 1, 2, 3, 4, 5A, 5B, 6A, 6B, 7, 8A AND 9.

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF METCO HOMES, L.L.C., A WASHINGTON UNITED LIABILITY COMPANY.
THIS 3/25 DAY OF 1998.

I HEREBY CERTIFY THAT THIS SURVEY MAP AND PLANS FOR GARDEN GROVE, A CONDOMINIUM, PHASE 9, ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED THAT THE GEOMETRICS AND DISTANCES ARE CORRECTLY SHOWN THAT ALL INFORMATION REQUIRED BY RCW 64.34.032 IS SUPPLIED HEREIN, AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.

[Signature]
FOR OFFICIAL USE ONLY
CERTIFICATE NO. 72969
DATE 7/31/98



STATE OF WASHINGTON) ss.
COUNTY OF SNOHOMISH)

JOHNNY L. THIBODEAU, BEING FIRST ON GALT OILY WORK, STATES THAT HE IS THE REGISTERED LAND SURVEYOR MAKING THE ABOVE CERTIFICATE, THAT HE HAS EXAMINED THE SURVEY MAP AND SUBORDINATE BLINDING PLANS AND BELIEVES THE CERTIFICATE TO BE A TRUE STATEMENT.

2100-3-101
 REGISTERED
 REGISTERED CARD SURVEYOR
 CERTIFICATE NO. 12068
 DATE 7/31/98

SUBSCRIBED AND SWORN TO BEFORE ME THIS 31st DAY OF MAY, 1968.

Wally A. Mitchell

KEITH A. MITCHELL
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT EVERETT
MY COMMISSION EXPIRES NOV. 15, 1948

NOTARY PUBLIC
STATE OF WASHINGTON
KEELY A. MCGHEE
Registration Expires Nov. 11, 2006

[illegible]

OF THE DELAWARE FIELD UNDER SPOCHOWSKI COUNTY AUDITOR'S FILE
07013051, #302300466, #708206043, #709220486, #712040446, #805
#602120466, #602080780, #804000004, #905010138, #906100100 AND
#908030046. RECORDS OF SPOCHOWSKI COUNTY, WISCONSIN.

METCO HOMES, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss

4 CERTAIN THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT WILE HIEFTZEL
IS THE PERSON WHO APPEARED BEFORE US 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 MEMBER OF A CERTAIN
NAME A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY
ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT

DATE: AUGUST 31, 1978

Chickadee
Cher 1 stand up

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT SEATTLE
MY COMMISSION EXPIRES 1-1-64



9808035009

FILED FOR RECORD AT THE REQUEST OF METCO HOMES, L.L.C. THIS 3 DAY
OF August, 1998, AT 2 HOURS PAST 10 A.M. AND RECORDED
IN VOLUME OF PLATS, PAGE 2 INCLUSIVE, RECORDS DE
SNOHOMISH COUNTY, WASHINGTON.

Bob Terwilliger
SANDHOGS COUNTY AUDITOR

Virginia Q. Fordling
DEPUTY COUNTY AUDITOR

ALTERNATION OF LOTS 8, 44, 46, 48, 47, 4E, 49 AND 50
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN SET/4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAUERLAND & ASSOCIATES, INC.
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 (426) 775-1591

- * - EX. 1/2" IRON PIP WITH PLASTIC CAP NO. 12035/22989, UNLESS OTHERWISE NOTED
- - EX CONCRETE NAT. WITH WADLER NO. 22989

L.C.E. = UNITED COMMON ELEMENTS

GARDEN GROVE PHASE 3 AUDITORS FILE NO. 0700226003

GARDEN GROVE
A CONDOMINIUM
PHASE 9
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

BENCHMARK
CITY OF EVERETT STATION
LOCATED IN THE CENTER
ABOUT 400 FEET WEST

LOCATED IN THE CENTER OF STOCKSHIRE ROAD
ABOUT 400 FEET WEST OF DANDER ROAD.
ELEVATION = 528.22

TOP OF 4" X 4" CONCRETE WIDENING,
0.8 DEEP, WITH 1 CASING BOREHOLE

1/4 OF TOP CONCRETE MATERIAL,
NO POINT FOUND

USED HORIZT POINT OF TOP
OF CONCRETE FOR BENCHMARK

BASIS OF BEARING
CENTERLINE OF 4TH AVENUE N. PER
PLAN OF "AMBUQUANT" AS RECORDED
IN VOLUME 10 OF PLATS, PAGE 89,
RECORDS OF SNOHOMISH COUNTY,
WASHINGTON

DATA
RECD. (1)

STATISTICS
EQUIPMENT : IRETT 524 4
ELECTRONIC
TOTAL STATION
METHOD : POLY RANGERS
ACCURACY : COORDINATES TO
WAS 332-130-09
MEASUREMENTS : 3/87/968

NOTES

[illegible]

BINDING SITE P-LAN
ALUMINUM FILE NO. 870700005

LDT 22

EX. UTILITY EASEMENT FOR
NORTON TOWN WATER DISTRICT
(MUNI. FILE NO. WPD5100231
AND RECORDED UNDER
MUN. FILE NO. 8804360258)
980887.35009

IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-SAUERLAND & ASSOCIATES, INC.
12420 38RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 775-1591
USA FILE NO. 3934.01 SHEET 2 OF 7

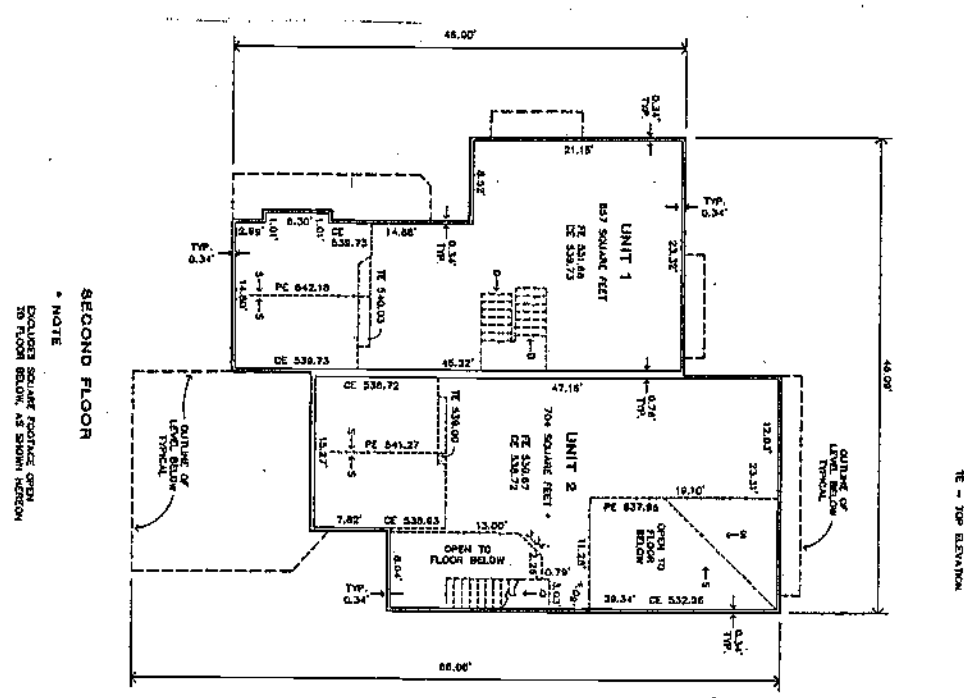
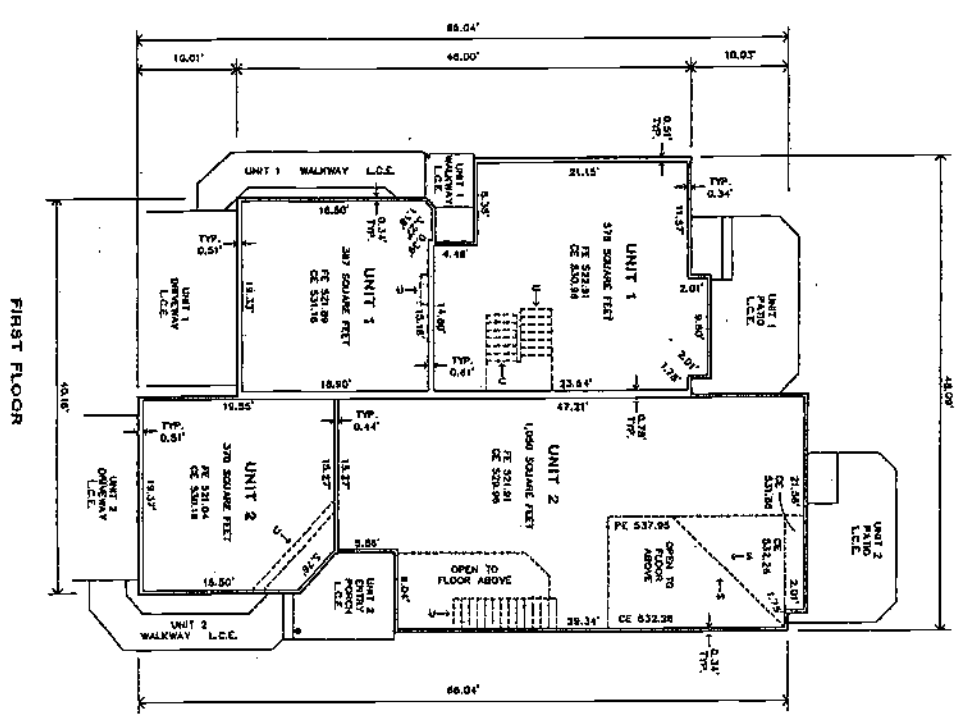
LSA FILE NO. 3034.01

SHEET 2 OF 7



**GARDEN GROVE
A CONDOMINIUM
PHASE 8
SECTION 24, T.28N., R.4E., W.M.,
SNOHOMISH COUNTY, WASHINGTON**

- LEGEND**
- U - UP
 - D - DOWN
 - C.E. - COMMON ELEVATION
 - L.C.E. - LIMITED COMMON ELEVATION
 - C.E. - COMMON ELEVATION
 - P.E. - PEAK ELEVATION
 - T.E. - TOP ELEVATION



NOTE
ENCLOSED SQUARE FOOTAGE OPEN
TO FLOOR BELOW, AS SHOWN HEREON



BUILDING R

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (SQ. FT.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 578 | 507 | 1,085 |
| UNIT 2 | 1,050 | 704 | 1,754 |

| UNIT | GALENE AREA |
|--------|-------------|
| UNIT 1 | 367 |
| UNIT 2 | 370 |

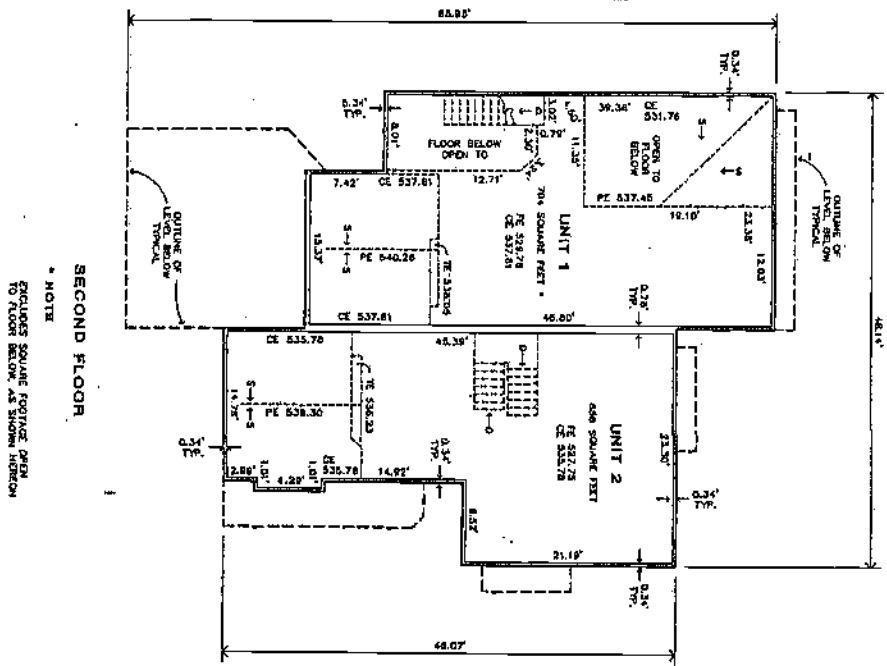
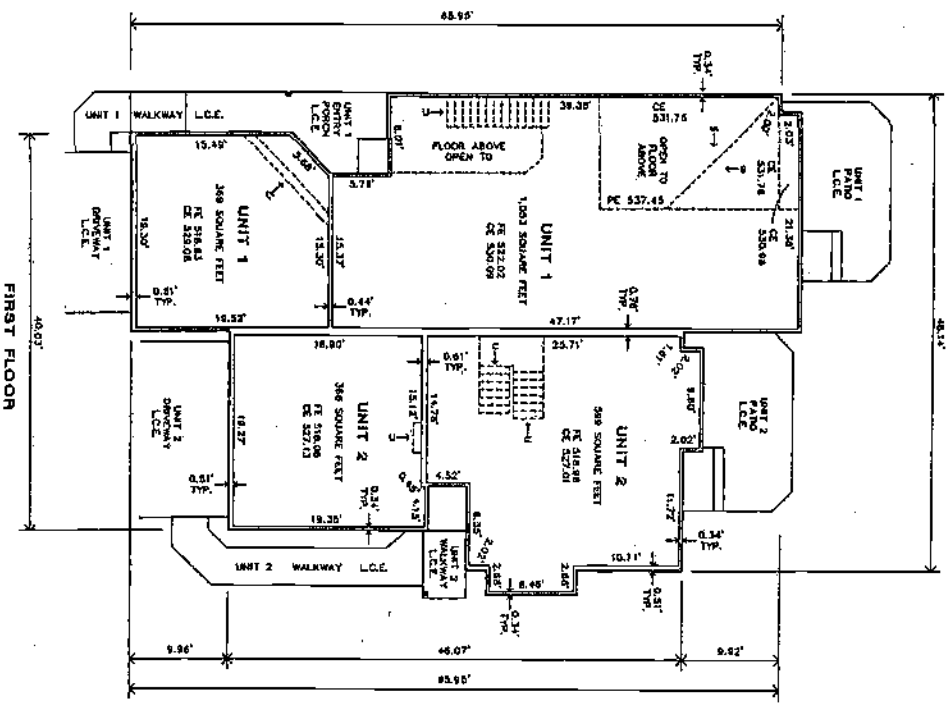
9808035009

ALTERATION OF LOTS 8, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-SAUERLAND & ASSOCIATES, INC.,
18400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 (425) 776-1561
LSA FILE NO. 3684.01



**GARDEN GROVE
A CONDOMINIUM
PHASE 9
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON**

- LEGEND**
- U - UNIT
 - CC - COMMON ELEMENT
 - L.C.E. - LIMITED COMMON ELEMENT
 - CE - COMMON ELEMENT
 - PE - PAVEMENT ELEVATION
 - FE - FINISH ELEVATION
 - TE - TOP ELEVATION



SECOND FLOOR

NOTE
ENCLOSED SQUARE FOOTAGE OPEN
TO FLOOR BELOW, AS SHOWN HEREON



BUILDING S

| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL AREA (SQ. FT.) |
|--------|-------------|--------------|----------------------|
| UNIT 1 | 1,003 | 704 | 1,707 |
| UNIT 2 | 588 | 606 | 1,194 |

| UNIT | GARAGE AREA |
|--------|-------------|
| UNIT 1 | 358 |
| UNIT 2 | 346 |

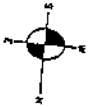
9808035009

ALTERATION OF LOTS 4, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N, 4O, 4P, 4Q, 4R, 4S, 4T, 4U, 4V, 4W, 4X, 4Y, 4Z, 4AA, 4AB, 4AC, 4AD, 4AE, 4AF, 4AG, 4AH, 4AI, 4AJ, 4AK, 4AL, 4AM, 4AN, 4AO, 4AP, 4AQ, 4AR, 4AS, 4AT, 4AU, 4AV, 4AW, 4AX, 4AY, 4AZ, 4BA, 4BB, 4BC, 4BD, 4BE, 4BF, 4BG, 4BH, 4BI, 4BJ, 4BK, 4BL, 4BM, 4BN, 4BO, 4BP, 4BQ, 4BR, 4BS, 4BT, 4BU, 4BV, 4BW, 4BX, 4BY, 4BZ, 4CA, 4CB, 4CC, 4CD, 4CE, 4CF, 4CG, 4CH, 4CI, 4CJ, 4CK, 4CL, 4CM, 4CN, 4CO, 4CP, 4CQ, 4CR, 4CS, 4CT, 4CU, 4CV, 4CW, 4CX, 4CY, 4CZ, 4DA, 4DB, 4DC, 4DD, 4DE, 4DF, 4DG, 4DH, 4DI, 4DJ, 4DK, 4DL, 4DM, 4DN, 4DO, 4DP, 4DQ, 4DR, 4DS, 4DT, 4DU, 4DV, 4DW, 4DX, 4DY, 4DZ, 4EA, 4EB, 4EC, 4ED, 4EE, 4EF, 4EG, 4EH, 4EI, 4EJ, 4EK, 4EL, 4EM, 4EN, 4EO, 4EP, 4EQ, 4ER, 4ES, 4ET, 4EU, 4EV, 4EW, 4EX, 4EY, 4EZ, 4FA, 4FB, 4FC, 4FD, 4FE, 4FF, 4FG, 4FH, 4FI, 4FJ, 4FK, 4FL, 4FM, 4FN, 4FO, 4FP, 4FQ, 4FR, 4FS, 4FT, 4FU, 4FV, 4FW, 4FX, 4FY, 4FZ, 4GA, 4GB, 4GC, 4GD, 4GE, 4GF, 4GG, 4GH, 4GI, 4GJ, 4GK, 4GL, 4GM, 4GN, 4GO, 4GP, 4GQ, 4GR, 4GS, 4GT, 4GU, 4GV, 4GW, 4GX, 4GY, 4GZ, 4HA, 4HB, 4HC, 4HD, 4HE, 4HF, 4HG, 4HH, 4HI, 4HJ, 4HK, 4HL, 4HM, 4HN, 4HO, 4HP, 4HQ, 4HR, 4HS, 4HT, 4HU, 4HV, 4HW, 4HX, 4HY, 4HZ, 4IA, 4IB, 4IC, 4ID, 4IE, 4IF, 4IG, 4IH, 4II, 4IJ, 4IK, 4IL, 4IM, 4IN, 4IO, 4IP, 4IQ, 4IR, 4IS, 4IT, 4IU, 4IV, 4IW, 4IX, 4IY, 4IZ, 4JA, 4JB, 4JC, 4JD, 4JE, 4JF, 4JG, 4JH, 4JI, 4JJ, 4JK, 4JL, 4JM, 4JN, 4JO, 4JP, 4JQ, 4JR, 4JS, 4JT, 4JU, 4JV, 4JW, 4JX, 4JY, 4JZ, 4KA, 4KB, 4KC, 4KD, 4KE, 4KF, 4KG, 4KH, 4KI, 4KJ, 4KK, 4KL, 4KM, 4KN, 4KO, 4KP, 4KQ, 4KR, 4KS, 4KT, 4KU, 4KV, 4KW, 4KX, 4KY, 4KZ, 4LA, 4LB, 4LC, 4LD, 4LE, 4LF, 4LG, 4LH, 4LI, 4LJ, 4LK, 4LL, 4LM, 4LN, 4LO, 4LP, 4LQ, 4LR, 4LS, 4LT, 4LU, 4LV, 4LW, 4LX, 4LY, 4LZ, 4MA, 4MB, 4MC, 4MD, 4ME, 4MF, 4MG, 4MH, 4MI, 4MJ, 4MK, 4ML, 4MM, 4MN, 4MO, 4MP, 4MQ, 4MR, 4MS, 4MT, 4MU, 4MV, 4MW, 4MX, 4MY, 4MZ, 4NA, 4NB, 4NC, 4ND, 4NE, 4NF, 4NG, 4NH, 4NI, 4NJ, 4NK, 4NL, 4NM, 4NN, 4NO, 4NP, 4NQ, 4NR, 4NS, 4NT, 4NU, 4NV, 4NW, 4NX, 4NY, 4NZ, 4OA, 4OB, 4OC, 4OD, 4OE, 4OF, 4OG, 4OH, 4OI, 4OJ, 4OK, 4OL, 4OM, 4ON, 4OO, 4OP, 4OQ, 4OR, 4OS, 4OT, 4OU, 4OV, 4OW, 4OX, 4OY, 4OZ, 4PA, 4PB, 4PC, 4PD, 4PE, 4PF, 4PG, 4PH, 4PI, 4PJ, 4PK, 4PL, 4PM, 4PN, 4PO, 4PP, 4PQ, 4PR, 4PS, 4PT, 4PU, 4PV, 4PW, 4PX, 4PY, 4PZ, 4QA, 4QB, 4QC, 4QD, 4QE, 4QF, 4QG, 4QH, 4QI, 4QJ, 4QK, 4QL, 4QM, 4QN, 4QO, 4QP, 4QQ, 4QR, 4QS, 4QT, 4QU, 4QV, 4QW, 4QX, 4QY, 4QZ, 4RA, 4RB, 4RC, 4RD, 4RE, 4RF, 4RG, 4RH, 4RI, 4RJ, 4RK, 4RL, 4RM, 4RN, 4RO, 4RP, 4RQ, 4RR, 4RS, 4RT, 4RU, 4RV, 4RW, 4RX, 4RY, 4RZ, 4SA, 4SB, 4SC, 4SD, 4SE, 4SF, 4SG, 4SH, 4SI, 4SJ, 4SK, 4SL, 4SM, 4SN, 4SO, 4SP, 4SQ, 4SR, 4SS, 4ST, 4SU, 4SV, 4SW, 4SX, 4SY, 4SZ, 4TA, 4TB, 4TC, 4TD, 4TE, 4TF, 4TG, 4TH, 4TI, 4TJ, 4TK, 4TL, 4TM, 4TN, 4TO, 4TP, 4TQ, 4TR, 4TS, 4TT, 4TU, 4TV, 4TW, 4TX, 4TY, 4TZ, 4UA, 4UB, 4UC, 4UD, 4UE, 4UF, 4UG, 4UH, 4UI, 4UJ, 4UK, 4UL, 4UM, 4UN, 4UO, 4UP, 4UQ, 4UR, 4US, 4UT, 4UU, 4UV, 4UW, 4UX, 4UY, 4UZ, 4VA, 4VB, 4VC, 4VD, 4VE, 4VF, 4VG, 4VH, 4VI, 4VJ, 4VK, 4VL, 4VM, 4VN, 4VO, 4VP, 4VQ, 4VR, 4VS, 4VT, 4VU, 4VV, 4VW, 4VX, 4VY, 4VZ, 4WA, 4WB, 4WC, 4WD, 4WE, 4WF, 4WG, 4WH, 4WI, 4WJ, 4WK, 4WL, 4WM, 4WN, 4WO, 4WP, 4WQ, 4WR, 4WS, 4WT, 4WU, 4WV, 4WW, 4WX, 4WY, 4WZ, 4XA, 4XB, 4XC, 4XD, 4XE, 4XF, 4XG, 4XH, 4XI, 4XJ, 4XK, 4XL, 4XM, 4XN, 4XO, 4XP, 4XQ, 4XR, 4XS, 4XT, 4XU, 4XV, 4XW, 4XX, 4XY, 4XZ, 4YA, 4YB, 4YC, 4YD, 4YE, 4YF, 4YG, 4YH, 4YI, 4YJ, 4YK, 4YL, 4YM, 4YN, 4YO, 4YP, 4YQ, 4YR, 4YS, 4YT, 4YU, 4YV, 4YW, 4YX, 4YY, 4YZ, 4ZA, 4ZB, 4ZC, 4ZD, 4ZE, 4ZF, 4ZG, 4ZH, 4ZI, 4ZJ, 4ZK, 4ZL, 4ZM, 4ZN, 4ZO, 4ZP, 4ZQ, 4ZR, 4ZS, 4ZT, 4ZU, 4ZV, 4ZW, 4ZX, 4ZY, 4ZZ

LOVELL SAUERLAND & ASSOCIATES, INC.
16400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 (425) 775-1501

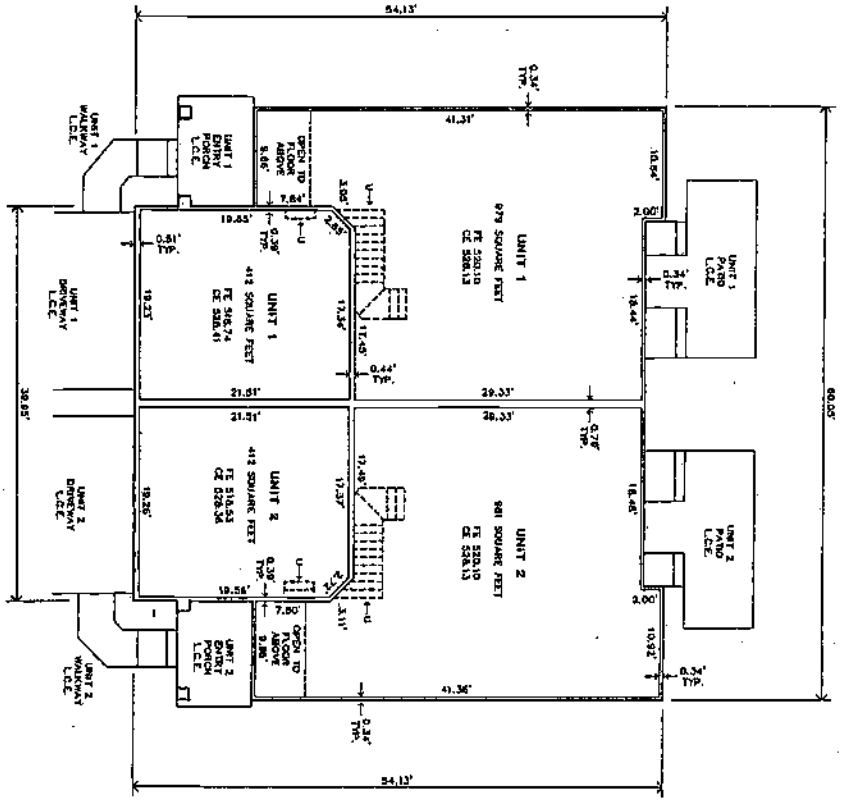
LBA FILE NO. 3634.01

SHEET 4 OF 7



GARDEN GROVE
A CONDOMINIUM
PHASE 8
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

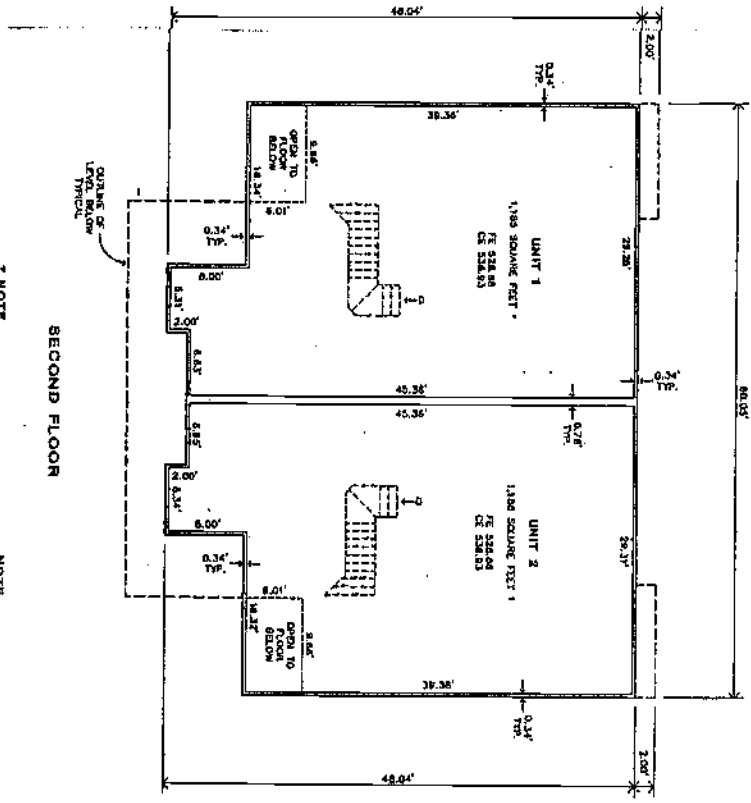
- LEGEND
- U - UP
 - D - DOWN
 - L.C.E. - LIMITED COMMON ELEMENT
 - W.C.E. - WALL COMMON ELEMENT
 - FE - FLOOR ELEVATION
 - CE - CEILING ELEVATION
 - TE - TOP ELEVATION



FIRST FLOOR

| BUILDING T | | | |
|------------|-------------|--------------|-------|
| UNIT | FIRST FLOOR | SECOND FLOOR | TOTAL |
| UNIT 1 | 879 | 1,103 | 1,982 |
| UNIT 2 | 881 | 1,100 | 1,981 |

| UNIT | COMMON AREA |
|--------|-------------|
| UNIT 1 | 412 |
| UNIT 2 | 412 |



SECOND FLOOR

NOTE
EXCLUDES SQUARE FOOTAGE OPEN TO FLOOR BELOW, AS SHOWN HEREIN

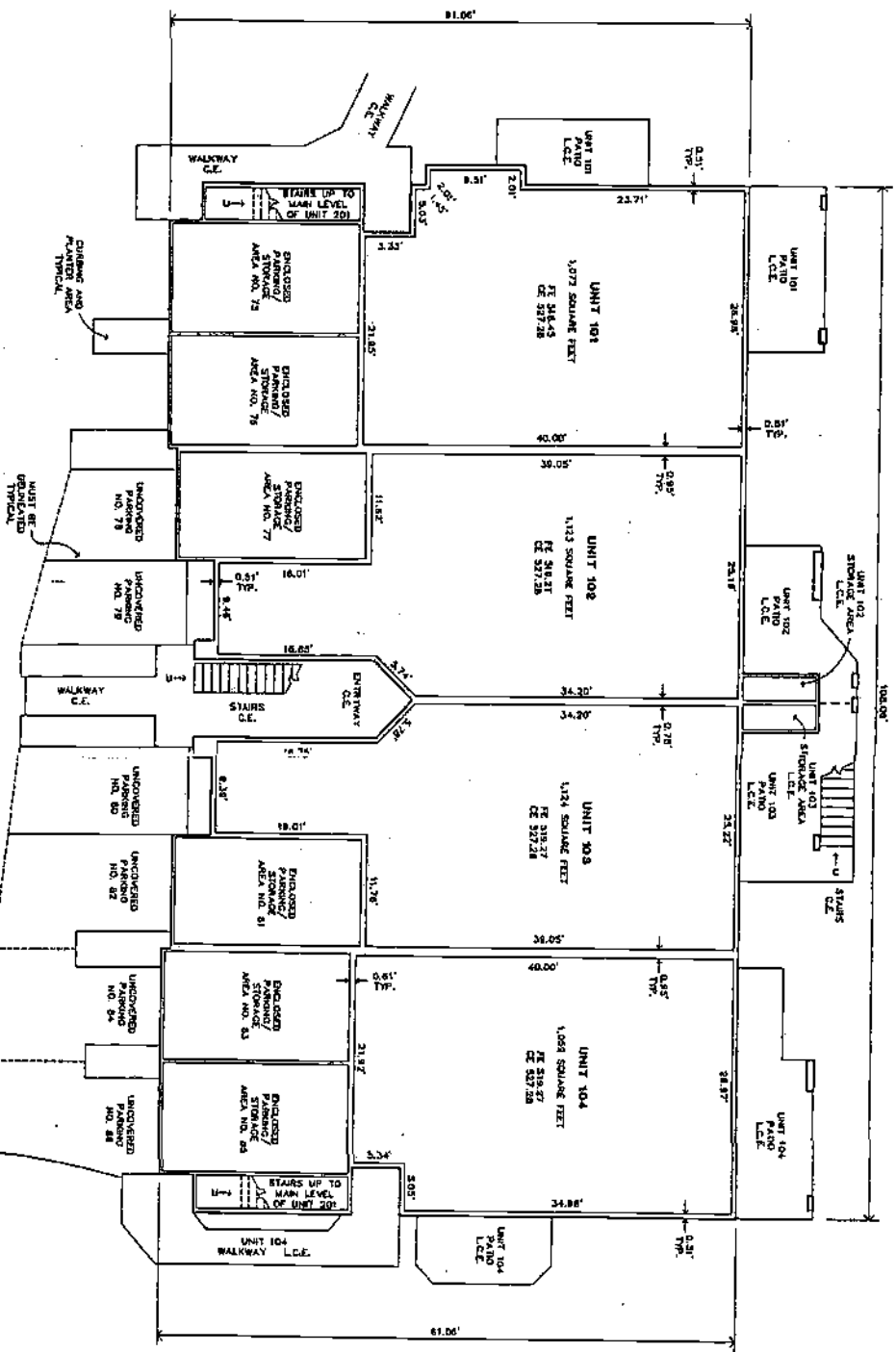
NOTE
DIMENSIONS SHOWN HEREIN ARE FROM FACE OF EXTERIOR WALLS UNLESS OTHERWISE NOTED

ALTERATION OF LOTS 8, 44, 45, 46, 47, 48, 49 AND 50, BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91) IN SE1/4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M., LOVELL-SAUERLAND & ASSOCIATES, INC., 16400 33RD AVENUE W., SUITE 200, LYNNWOOD, WASHINGTON 98036 PH: 775-1591 LSA FILE NO. 3834.01



GARDEN GROVE
A CONDOMINIUM
PHASE 8
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGEND
U = UP
C.E. = COMMON EIGHT
L.C.E. = LIMITED COMMON EIGHT
R.E. = FLOOR ELEVATION



BUILDING AA
FIRST FLOOR



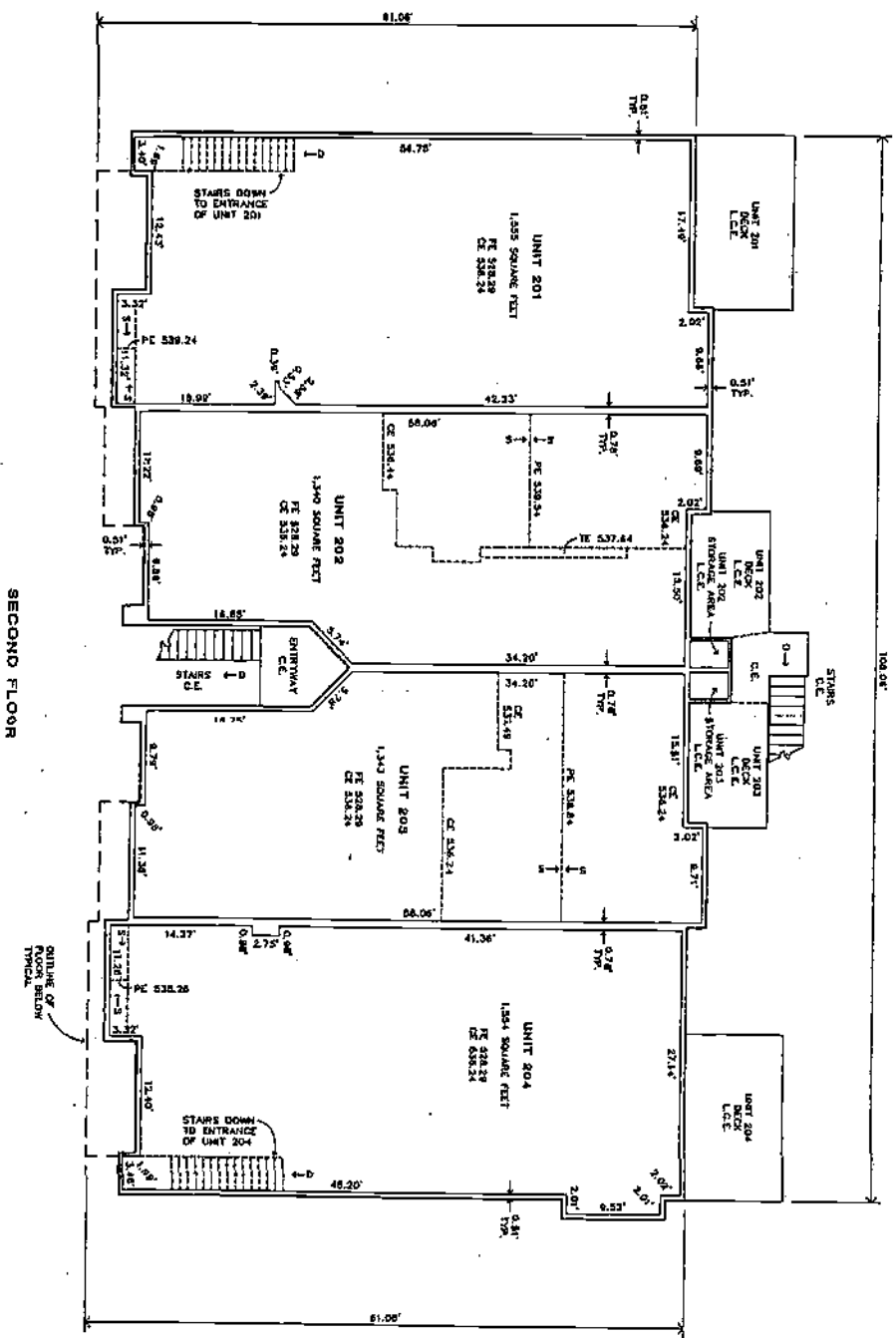
9808035009

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL SAUERLAND & ASSOCIATES, INC.,
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 776-1591
LSA FILE NO. 3634.01



GARDEN GROVE
A CONDOMINIUM
PHASE 9
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

- LEGEND**
- D - DOWN
 - C.E. - COMMON ELEMENT
 - L.C.E. - LIMITED COMMON ELEMENT
 - S - SURFACE OF GRADE SLOPE
 - FE - FINISH ELEVATION
 - PE - PAVEMENT ELEVATION
 - TE - TERRACE ELEVATION
 - TOE - TOP OF ELEVATION



BUILDING AA

SECOND FLOOR



9808035009

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF 'FAIRMOUNT' (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-SAUERLAND & ASSOCIATES, INC.,
18400 SRD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98038 PH: 775-1591
LSA FILE NO. 3634.01

PHASE 10

LAND SURVEYOR'S CERTIFICATE

LOTS 1 THROUGH 30, EXCLUSIVE, ACCORDING TO THE SHOWING SITE PLAN RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 8707100001. RECORDS OF SPOKANE COUNTY, WASHINGTON.

SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS ACCORDING TO THE BROOKNO SIFT PLAN RECORDED UNDER BROOKNOX COUNTY ALIEN'S FILE NO. 9707105001.

LEGAL DESCRIPTION - PHASE 10

LOTS 22 AND 23, ACCORDING TO THE BIRKENHEAD SITE PLAN
RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9107106001,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO THE TERMS AND CONDITIONS OF THOSE CERTAIN EASEMENT AGREEMENTS RECORDED UNDER SHOWASHO COUNTRY ADDITION'S FILE NO. 86101415, 8609170492, 8703070206, 8703180362, 8705180231 AND 8804300258.

LEGAL DESCRIPTION - FUTURE PHASES

THE LAND DESCRIBED IN ALL POSSIBLE PHASES,
LESS THE LAND DESCRIBED IN PHASES 1, 2, 3, 4, 5A, 5B, 6A, 6B,
7, 8A, 9 AND 10.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

STATE OF WASHINGTON }
COUNTY OF SPOKANE } ss.

EXPERT I, THEREON, BEING FIRST ON CALL, KNOWS THAT HE IS THE REGISTERED LAND SURVEYOR SHOWING THE ABOVE CERTIFICATE, THAT HE HAS EXAMINED THE SURVEY MAP AND SUBSEQUENT BUILDING PLANS AND BELIEVES THE CERTIFICATE TO BE A TRUE STATEMENT.

27887 1.00000
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 27868
DATE 9/25/98

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29th DAY OF Sept., 1938.

Kelly A Mitchell
Kelly A Mitchell
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT Everett
MY COMMISSION EXPIRES NOV. 15, 2018

ACTUARY PUBLIC
STATE OF WASHINGTON
KELLY A. JEFFERSON
My appointment expires Dec. 15, 2008

[illegible]STATE OF WASHINGTON
)
 ss.

1. I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Jeff H. Baker IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON DATED 1/11/1988 HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE DEEDS OF SAID PERSONS. A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FULL AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES CONTAINED IN THIS INSTRUMENT.

DATE: SEPTEMBER 23 1948

Chief Crowley
Chief L. Stradley
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT _____
BY COMMISSION EXPIRES _____



9809735003

FILED FOR RECORD AT THE REQUEST OF MEXICO INSURANCE, LTD. INS. #374 DAY
 OF 1974
 IN VOLUME 1 OF 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923,

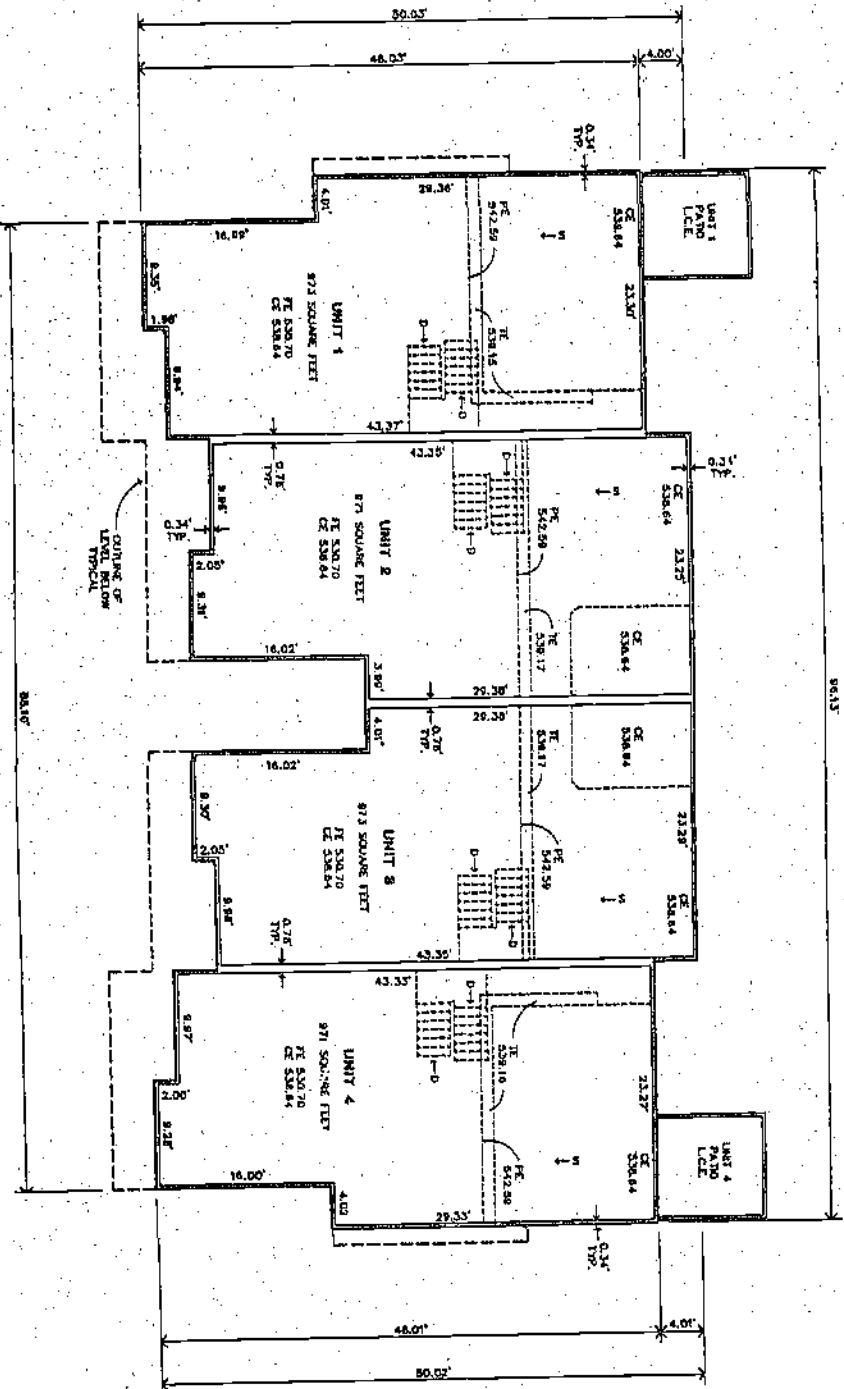
Shirley Carlson
DEPUTY COUNTY AUDITOR

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN BE/4 & SW/4, SW/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-BAUERLAND & ASSOCIATES, INC.
19400 33RD AVENUE W., SUITE 800
LYNNWOOD, WASHINGTON 98038 (425) 776-1591
LSA FILE NO. 9634.01 SHEET 1 OF

GARDEN GROVE A CONDOMINIUM PHASE 10 SECTION 24, T.28N., R.4E., W.M. SNOHOMISH COUNTY, WASHINGTON

LEGEND

- U - UP
- D - DOWN
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT
- S - SECTION OF COMMON ELEMENT
- FE - FLOOR ELEVATION
- TE - TOP ELEVATION



SECOND FLOOR

BUILDING P

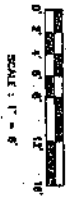
| UNIT | FLOOR | SQ. FT. | TOTAL |
|--------|-------|---------|-------|
| UNIT 1 | 714 | 873 | 1,687 |
| UNIT 2 | 887 | 871 | 1,698 |
| UNIT 3 | 886 | 873 | 1,691 |
| UNIT 4 | 713 | 871 | 1,684 |

| UNIT | CLOSURE |
|--------|---------|
| UNIT 1 | 372 |
| UNIT 2 | 372 |
| UNIT 3 | 373 |
| UNIT 4 | 375 |



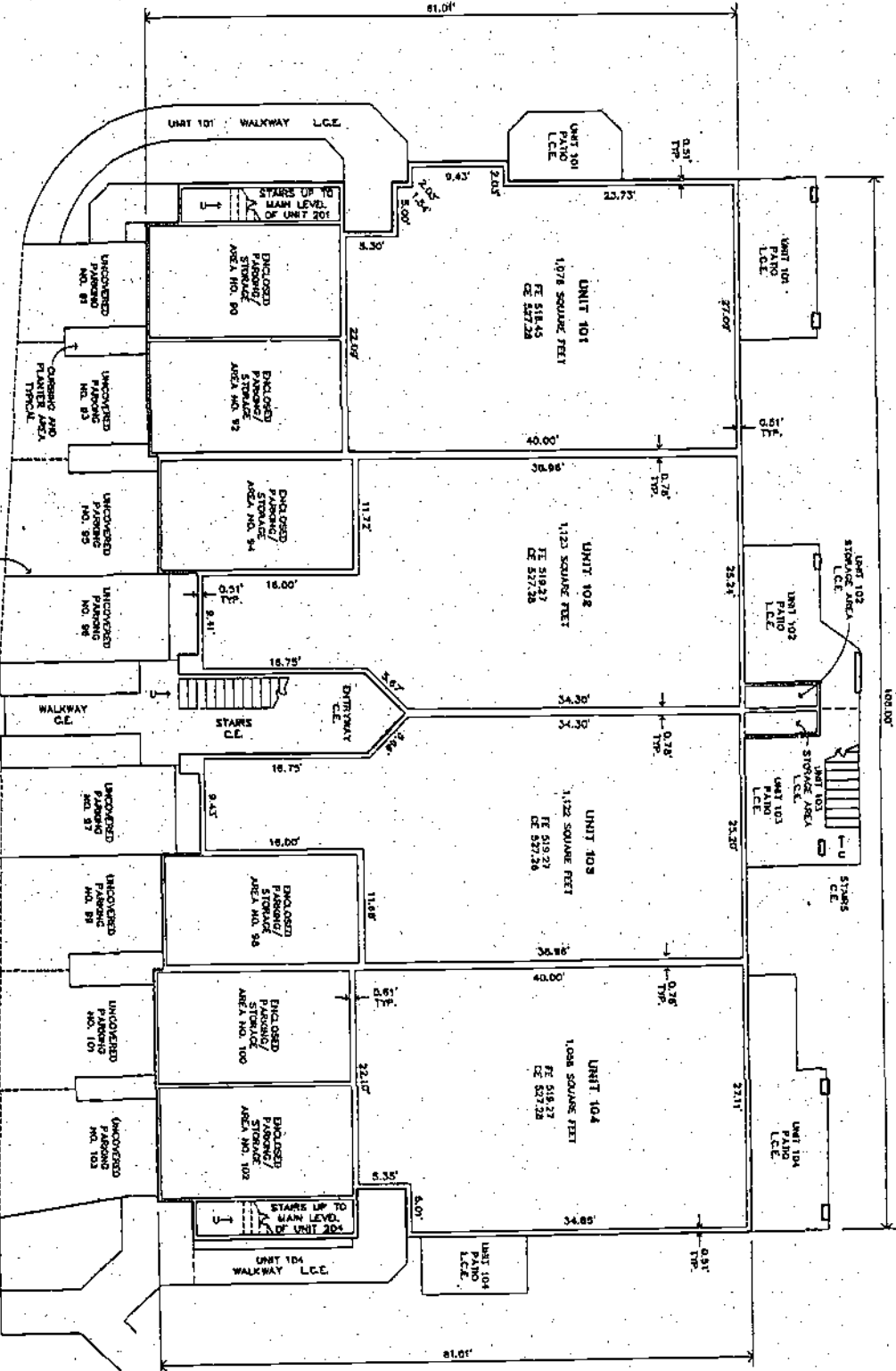
ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 81)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-BAUERLAND & ASSOCIATES, INC.
16400 35RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98038 PH: 775-1561
LBA FILE NO. 3034.01

9809235003



**GARDEN GROVE
A CONDOMINIUM
PHASE 10**
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGEND
U - UNIT
LCE - COMMON ELEMENT ELEVATION
CE - COMMON ELEMENT ELEVATION
FE - FLOOR ELEVATION



FIRST FLOOR

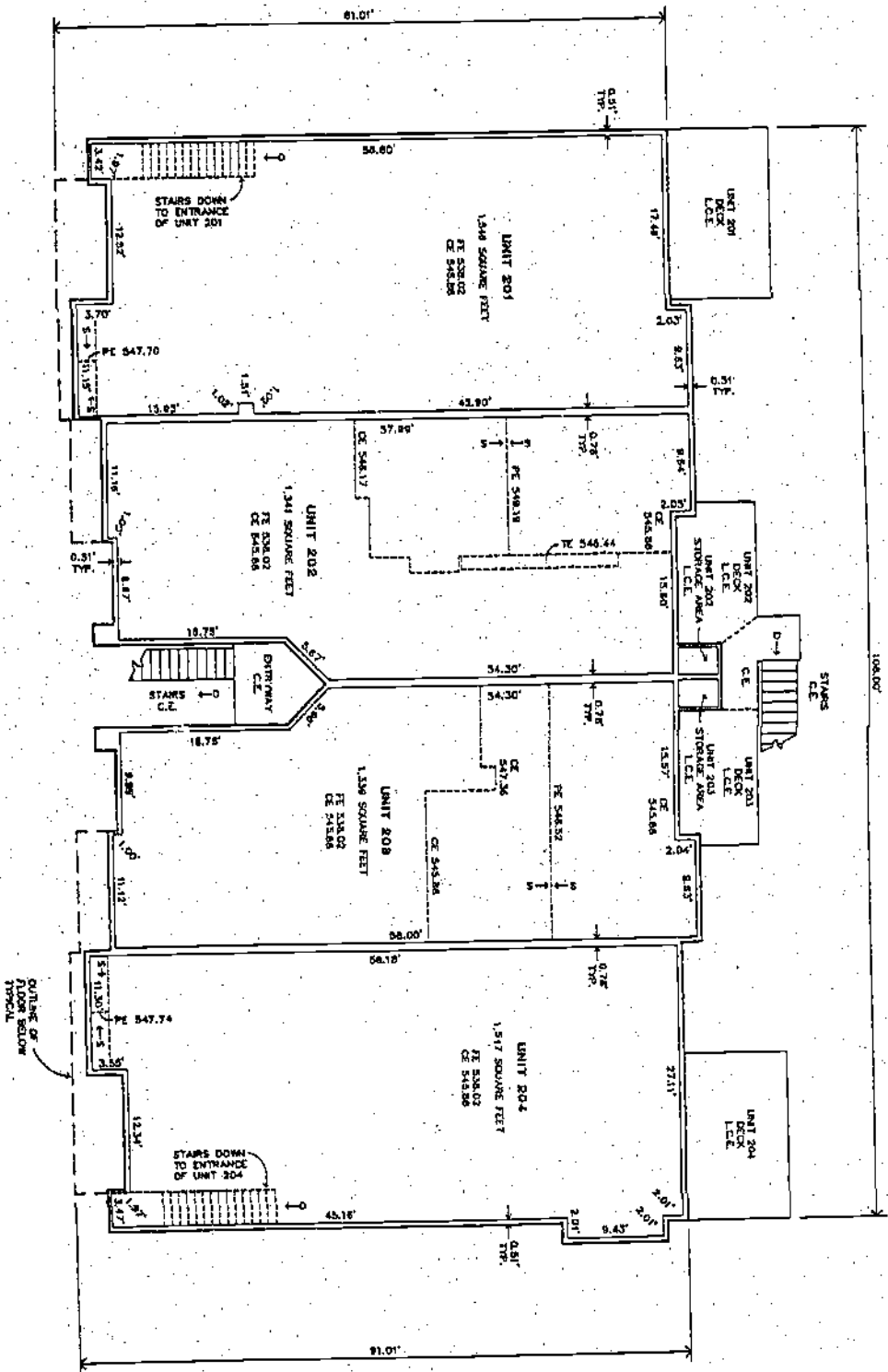
9809235003

ALTERATION OF LOTS 2, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 97)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-BAUERLAND & ASSOCIATES, INC.
19400 38RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98038 PH: 776-1661
LSA FILE NO. 9834.01



**GARDEN GROVE
A CONDOMINIUM
PHASE 10
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON**

- LEGEND**
- D - DOWN
 - U - UP
 - L.C.E. - LIMITED COMMON ELEMENT
 - S - DESIGN OF CEILING & ROOF
 - CE - CEILING ELEVATION
 - FE - FLOOR ELEVATION
 - TE - TOP ELEVATION



**SECOND FLOOR
BUILDING BB**



9809235003

ALTERATION OF LOTS 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN BE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL SAUERLAND & ASSOCIATES, INC.
18400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 776-1591
LBA FILE NO. 3694.01 SHEET 8 OF -

PHASE 1

LEGAL DESCRIPTION (ALL POSSIBLE PHASES)

SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS ACCORDING TO THE GRADING SITE PLAN RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9707100001.

LEGAL DESCRIPTION - PHASE 1

SUBJECT TO THE TERMS AND CONDITIONS OF THOSE CERTAIN EXISTENT AGREEMENTS REFERENCED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO.S 960704701A, 960704701B, 970307002D, 970307002E, 970318021I AND 980130022EA.

ALL SURVIVE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

LAND SURVEYOR'S CERTIFICATE

I WAS MADE COMPULSORY REPRESENTATIVE OF A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONNECTION WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF METRO HOMES, L.L.C., A WHOLLY OWNED LIMITED LIABILITY COMPANY.
DATE 2-20-11, DAY OF FEBRUARY, YEAR.

CONDOMINIUM PHASE II, ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE MEASUREMENTS AND DISTANCES ARE CORRECTLY SHOWN THAT ALL INFORMATION REQUIRED BY ROW 64.54.223 IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL DIMENSIONS OF THE UNITS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.

FIELD/ESS/OND. LAND SURVEYOR
 CERTIFICATE NO. 72989
 DATE 12/28/98



LAND SURVEYOR'S VERIFICATION

COUNTY OF SNOWDONIA

JOSEPH T. TELLER, BEING FIRST ON OATH DULY SWORN, STATES THAT HE IS THE REGISTERED LAND SURVEYOR SHOWING THE ABOVE CERTIFICATE. THAT HE HAS EXAMINED THE SURVEY MAP AND SUBORDINATE BUILDING PLANS AND BELIEVES THAT CERTIFICATE TO BE A TRUE STATEMENT.

DEED WRITING
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 7700D
DATE 12/28/16

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20th DAY OF December, 1988

Therese Silvestre

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT _____
MY COMMISSION EXPIRES _____ W-11-53



DEDICATION

[illegible]

NETCO HOMES, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

John

ACKNOWLEDGMENT

COUNTY OF SNOHOMISH }

1. I CERTIFY THAT I KNOW OR HAVE SUFFICIENTLY EVIDENCE THAT JOSE HERNANDEZ
 IS THE PERSON WHO APPEARED BEFORE ME, AND SAID FURTHER ACKNOWLEDGED THAT HE
 SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO
 EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE DEED OF MARIO HERNANDEZ
 ETC., A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY
 ACT OF SAID PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

PATENT: DECEMBER 29, 1915

Sheet of Handlin

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT EVERETT
MY COMMISSION EXPIRES 1-9-01



RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF SETTED MONIES, L.L.C. THIS 28th DAY
OF MAY 1984. AT 1:15 PM AND RECORDED
IN VOLUME 1 OF PLATS PAGE 1
SINGHMAN, COUNTY, WASHINGTON.

Bob Terrell
SNOHOMISH COUNTY AUDITOR

Bruce L. Lee
DEPUTY COUNTY AUDITOR

Bruce L. ...
DEPUTY COUNTY AUDITOR

ALTEATION OF LOTS 8, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 51)
IN SE1/4 & SW1/4, S.W1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-BAUERLAND & ASSOCIATES, INC.

LYNNWOOD, WASHINGTON 98036 (425) 775-1891
LGA FILE NO. 3834.01 SHEET 1 OF 7

9812285002

28/2055



GARDEN GROVE
PHASE 8B
AUDITOR'S FILE
NO. 080000000

**GARDEN GROVE
A CONDOMINIUM**
PHASE 11
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

GARDEN GROVE
PHASE 9
AUDITOR'S FILE
NO. 080000000 AND
AFFIDAVIT OF CORRECTION
PER A.P. NO. 0800040407

BENCHMARK

CITY OF ANCHORAGE STATION 6000,
LOCATED IN THE CENTER OF STATIONING ROAD
ABOUT 400 FEET WEST OF LAMAR ROAD.
ELEVATION = 566.22
TOP OF 3" X 4" CONCRETE MONUMENT,
OF 300, WITH 3 CORNER MARKS
1/4" OF TOP CONCRETE MONUMENT,
NO POINT FOUND
USED HIGHEST POINT OF TOP
OF CONCRETE FOR ELEVATION

BASIS OF BEARINGS
CENTERLINE OF ANY ALLEYS OR
PLAY OF "FAIRMOUNT" IS RECORDED
IN THE PUBLIC RECORDS OF SNOHOMISH COUNTY,
WASHINGTON
RECORDS OF SNOHOMISH COUNTY, WASHINGTON

DATUM
N.A.S.D. (1929)

STATISTICS

CONTRIBUTION: LOT 1, SET 4
METHOD: TOTAL STATION
APPROXIMATE: 1000 FEET
ADJUSTED TO: 1000 FEET
MONUMENTS: 300-100-000
MONUMENTS: 300-100-000

NOTES

1. ALL LOTS ARE SUBJECT TO DEVELOPMENT RIGHTS AS FORTH IN THE DECLARATION.
2. PHASES MAY BE WITHDRAWN AND/OR ADDED TO CONDOMINIUM.
3. SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION, THE SNOHOMISH COUNTY AUDITOR'S FILE NO. 080000000, 080000001, 080000002, 080000003, AND 080000004.



- LEGEND**
- EX. 1/4" FROM PLOT WITH PLASTIC CAP
 - NO. 1, 1983/2/25/88, UNLESS OTHERWISE NOTED
 - C.E. - COMMON ELEMENT
 - L.C.E. - LIMITED COMMON ELEMENT

ADMIRALTY WAY (UNOPENED)

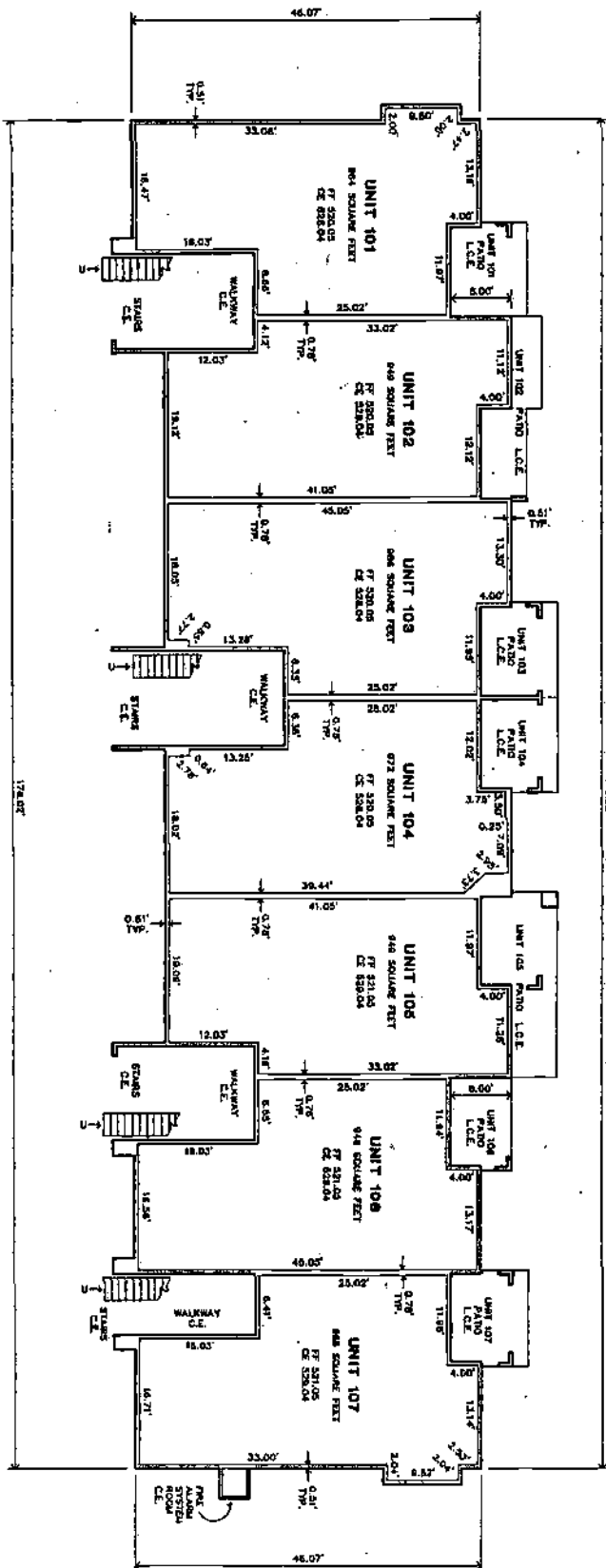
ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 60,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN SE1/4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOVELL-BAUERLAND & ASSOCIATES, INC.
18400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036
PH: 776-1691
LBA FILE NO. 3684.01

9812255002



GARDEN GROVE
A CONDOMINIUM
PHASE 11
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGEND
U - UP
D - DOWN
C.E. - COMMON ELEMENT
L.C.E. - LIMITED COMMON ELEMENT
S.E. - SEPARATE ELEMENT
F.E. - FLOOR ELEVATION



FIRST FLOOR
BUILDING CC



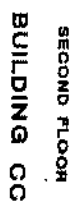
9812285002

ALTERATION OF LOTS 9, 44, 46, 48, 49, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
IN SE 1/4 & SW 1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-SAUERLAND & ASSOCIATES, INC.,
19400 33RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98038 PH: 776-1591
LSA FILE NO. 5034.01 SHEET 3 OF 7

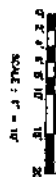
0 2' 4' 6' 8' 10' 15' 20'

SCALE 1" = 10'

U = UP
D = DOWN
CE = CEILING ELEMENT
LCE = LIMITED CEILING ELEMENT
S = ORIENTATION OF CEILING SLIPS
CE = CEILING ELEVATION
PE = PEAK ELEVATION
FE = FLOOR ELEVATION
TE = TOP ELEVATION



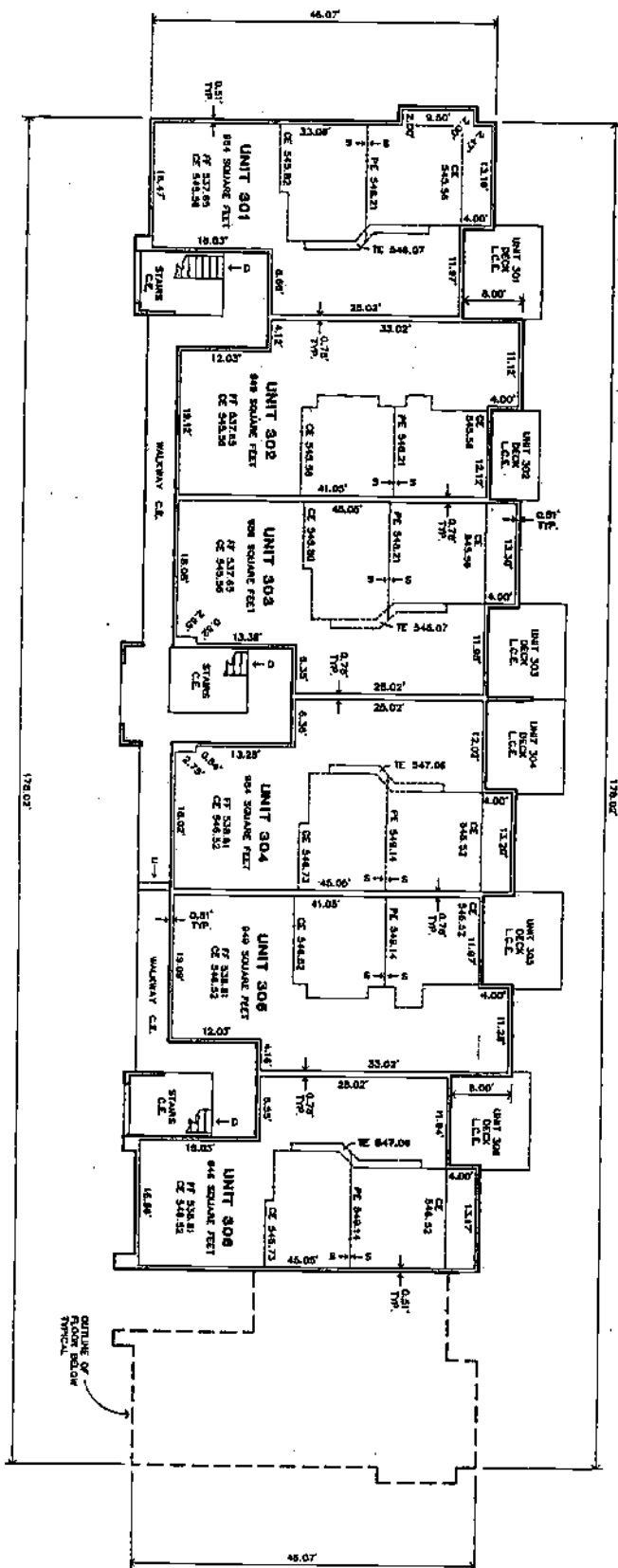
SHEET 4 OF 7



**GARDEN GROVE
A CONDOMINIUM
PHASE II
SECTION 24, T.28N., R.4E., W.M.,
SNOHOMISH COUNTY, WASHINGTON**

LEGEND

U - UP
D - DOWN
C.E. - COMMON ELEMENT
L.C.E. - LIMITED COMMON ELEMENT
D.E. - DECK
P.E. - PRIVATE ELEVATION
P.E. - PRIVATE ELEVATION
T.E. - TOP ELEVATION



THIRD FLOOR
BUILDING CC



981228 5003

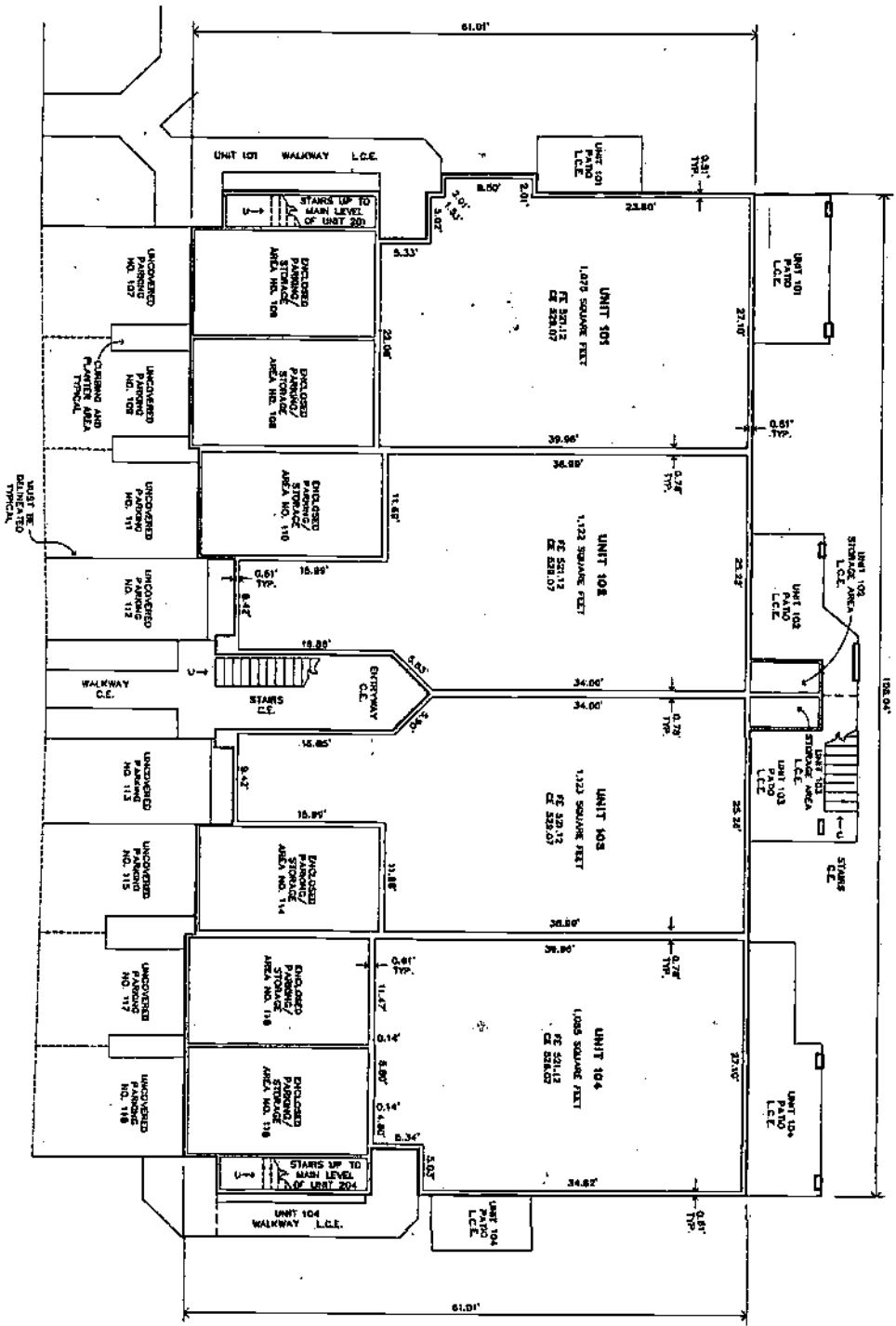
ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 81)
IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.,
LOVELL-SAUERLAND & ASSOCIATES, INC.,
18400 35RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PH: 776-1691
LSA FILE NO. 36834.01

SHEET 5 OF 7



**GARDEN GROVE
A CONDOMINIUM
PHASE II
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON**

LEGEND
 U = UNIT
 L.C.E. = COMMON ELEMENT
 L.C.E. = COMMON ELEMENT
 L.C.E. = COMMON ELEMENT
 L.C.E. = COMMON ELEMENT
 L.C.E. = COMMON ELEMENT



**FIRST FLOOR
BUILDING DD**

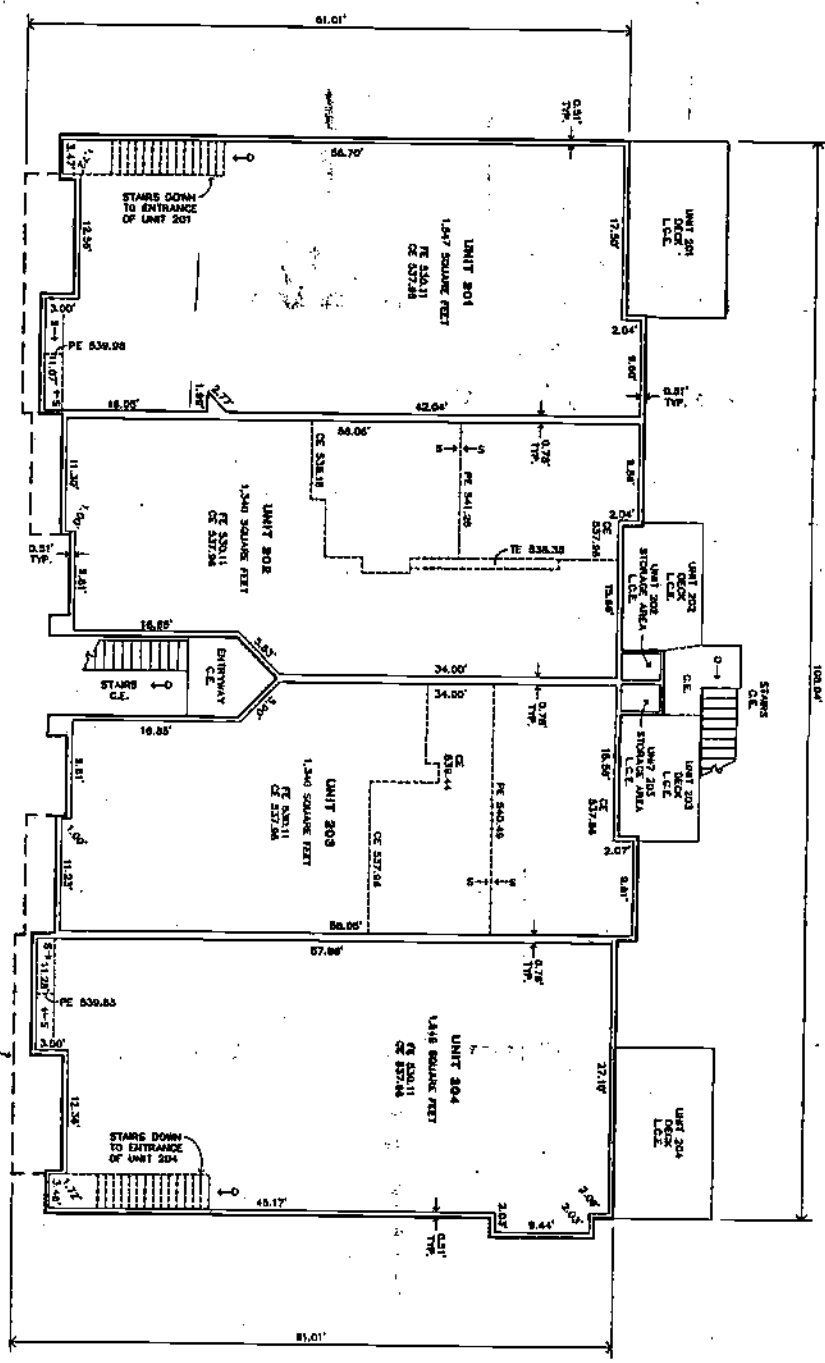
9812385DD

ALTERATION OF LOTS 9, 44, 45, 46, 47, 48, 49 AND 50,
 BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 91)
 IN SE1/4 & SW1/4, SEC. 24, T.28N., R.4E., W.M.
 LOVELL SAUERLAND & ASSOCIATES, INC.
 10400 35RD AVENUE W., SUITE 200
 LYNNWOOD, WASHINGTON 98036 PH: 776-1591
 L&A FILE NO. 3094.01



**GARDEN GROVE
A CONDOMINIUM
PHASE II
SECTION 24, T.28N., R.4E., W.M.
SNOHOMISH COUNTY, WASHINGTON**

- LEGEND**
- 0 - DOWN
 - CE - COMMON ELEMENT
 - L.C.E. - LUGGAGE CLOSET
 - ST - STAIRS
 - STG - STORAGE AREA
 - DIR - DIRECTION OF CEILING SLOPE
 - PE - FINISH ELEVATION
 - FE - FLOOR ELEVATION
 - TE - TOP ELEVATION



BUILDING DD

SECOND FLOOR



9812285003

ALTERATION OF LOTS 9, 44, 46, 48, 49, 47, 48, 49 AND 50,
BLOCK 2, PLAT OF "FAIRMOUNT" (VOLUME 10, PAGE 81)
IN SE1/4 & SW1/4, SW1/4, SEC. 24, T.28N., R.4E., W.M.
LOYELL-BAUERLAND & ASSOCIATES, INC.
19400 3RD AVENUE W., SUITE 200
LYNNWOOD, WASHINGTON 98036 PHE 775-1691
LSA FILE NO. 3894.01

SHEET 7 OF 7

When Recorded, Return to:
JAMES C. MIDDLEBROOKS
Attorney at Law
2313 Viewmont Way West
Seattle, WA 98199
(206) 286-1335

**AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of the 18th day of July, 1997.

CHICAGO RECITALS

Ct 23171
WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150311; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002; upon the real property more particularly described in said Declaration.

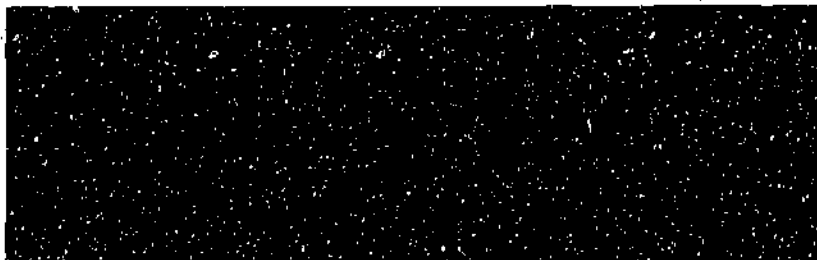
WHEREAS, it is desired to amend the Declaration in certain respects.

NOW, THEREFORE, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. Exhibit A. Paragraphs 1a and 1b of Exhibit A to the Declaration are hereby amended by adding thereto the legal descriptions set forth in Paragraphs 1a and 1b of Amended Exhibit A attached hereto and incorporated herein by reference.
2. Exhibit B. The Exhibit B to the Declaration is hereby amended by deleting therefrom references to Building V (and the Units therein).
3. EFFECTIVE DATE. This Amendment shall take effect upon recording.
4. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Declaration as

9707300169



9707300169
07/30/97 11:21
p.0004 Recorded
Snohomish County

9707300169

Return Address

JAMES C. MIDDLEBROOKS
Attorney at Law
2313 Viewmont Way West
Seattle, WA 98199
(206) 266-1135

Please print or type information

Document Title(s) or transactions contained therein:

1. AMENDMENT TO DECLARATION OF GARDEN GROVE, A CONDOMINIUM

2.

3.

4.

CA 2371

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

1. ZNETCO HOMES, LLC

2.

3.

4.

☐ Additional names on page ____ of document.

CHICAGO TITLE INSURANCE COMPANY HAS PLACED
THIS DOCUMENT OF RECORD AS A CUSTOMER
COURTESY AND ACCEPTS NO LIABILITY FOR THE
ACCURACY OR VALIDITY OF THE DOCUMENT.

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

1.

2. PUBLIC

3.

4.

☐ Additional names on page ____ of document.

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

LTH 1, 2, ^{14 & 15} binding site plan A7# 9767105001

1-30 binding site plan A7# 9767105001

☐ Additional legal is on page ____ of document

Reference Number(s) of Documents assigned or released:

9707150511

☐ Additional numbers on page ____ of document.

Assessor's Property Tax Parcel/Account Number

4427-002-009.0002-10P

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page ____ of document

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

of the date first above given.

DECLARANT: Melco Homes, L.L.C.

BY: Michael S. Mietzner
Michael S. Mietzner, Member

STATE OF WASHINGTON §

COUNTY OF SNOHOMISH §

On this 18 day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael S. Mietzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Melco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Linda I. Bjarnason
NOTARY PUBLIC in and for the State of
Washington, residing in Spanaway, WA
My commission expires: 3-29-2000
Print Notary Name: Linda I. Bjarnason

9707300169

**GARDEN GROVE, A CONDOMINIUM
AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property Included in Condominium:

a. Legal Description of All Possible Phases:

LOTS 1 THROUGH 30, INCLUSIVE, ACCORDING TO THE BINDING SITE PLAN RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9707105001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

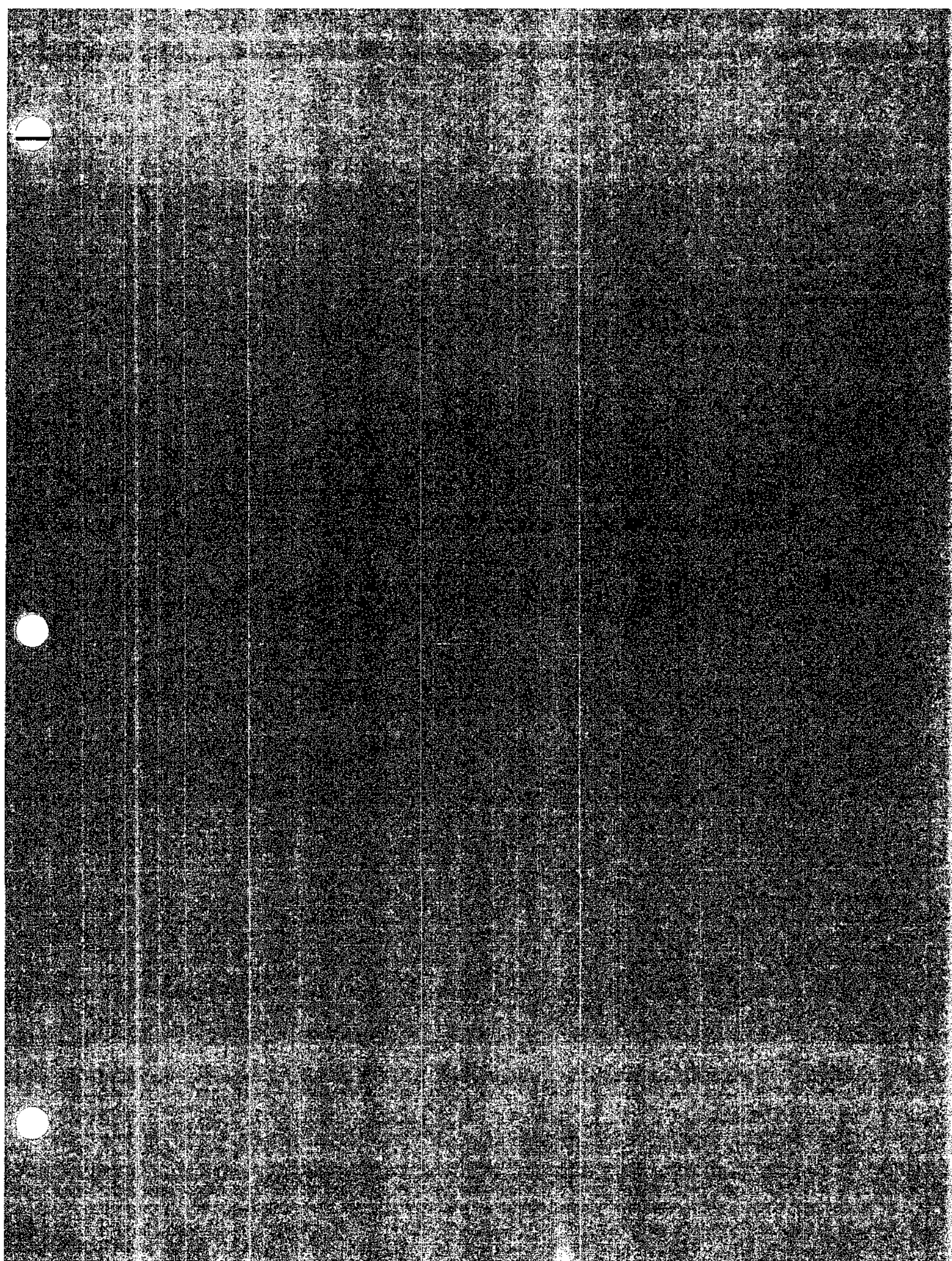
SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS ACCORDING TO THE BINDING SITE PLAN RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9707105001.

b. Legal Description of Phase 1:

LOTS 1, 2, 14 AND 15 ACCORDING TO THE BINDING SITE PLAN RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9707105001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO THE TERMS AND CONDITIONS OF THOSE CERTAIN EASEMENT AGREEMENTS RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO'S 9510140154, 9609170492, 9703070208, 9703190362 AND 9703160231.

9707300169



9708260534



9708260534
08/26/97 15:02
p.0007 Recorded
Snohomish County

107155002

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
2313 Viewmont Way West
Seattle, Washington, 98199
(206) 286-1355

DOCUMENT TITLE(S):
SECOND AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: NONE

GRANTOR(S): (DECLARANT)
Metco Homes, L.L.C.

GRANTEE(S): (PROJECT NAME)
Garden Grove, A Condominium

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Additional legal is on Exhibit A of the document

**SECOND AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of the 21st day of August, 1997.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511 and 9707300169; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002; upon the real property more particularly described in said Declaration.

WHEREAS, It is desired to amend the Declaration in certain respects to incorporate Phase 2 as part of the Condominium,

NOW, THEREFORE, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

(a) Phase Second (including the land more particularly described as such Phase in Paragraph 1b of the Second Amended Exhibit A attached hereto and incorporated herein by reference, Buildings all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(b) the Floor Location, Unit Description, Unit Square Footage and Declared Values for Phase 2 are set forth in the First Amended Exhibit B attached hereto and incorporated herein by reference.

(c) the Allocated Interests appurtenant to all Units in Phase 2 which have been made a part of the Condominium shall be as set forth in the First Amended Exhibit B-1 attached hereto and incorporated herein by reference.

(d) in order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the First Amended Exhibit C attached hereto and incorporated herein by reference.

2. REFERENCE TO SURVEY MAP AND PLANS. The Amended Survey Map and Plans of the Condominium referred to herein consist of 5 sheets as prepared by Jeffrey T. Treiber, and were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. 9708260534 in Volume ____ of Condominiums, pages ____ through ____.

9708260534

3. EFFECTIVE DATE. This Amendment shall take effect upon recording.
4. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metco Homes, L.L.C.

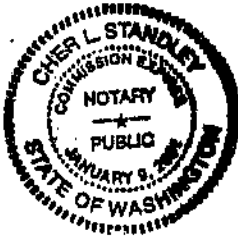
BY: Michael S. Mietzner
Michael S. Mietzner, Member

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 26th day of August, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael S. Mietzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Cher L. Standley
NOTARY PUBLIC in and for the State of
Washington, residing in Everett.
My commission expires: 1-7-01
Print Notary Name: Cher L. Standley

9708260534

**GARDEN GROVE, A CONDOMINIUM
SECOND AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

b. Legal Description of Phase 2:

LOT 18 ACCORDING TO THE BINDING SITE PLAN RECORDED
UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9707105001,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO THE TERMS AND CONDITIONS OF THOSE CERTAIN EASEMENT
AGREEMENTS RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO'S.
9610140184, 9609170492, 9703070208, 9703190362 AND 9705180231*

c. Legal Description for Future Phases:

The land described in all possible phases, less the land described in Phase 1 &
2.

9708260534

| GARDEN GROVE, A CONDOMINIUM FIRST AMENDED EXHIBIT B TO THE DECLARATION (AS TO PHASE 2) | | | | | | | | | |
|-------------------------------------------------------------------------------------------|----------------|-------------------|-----------------------------|-----|----------|------------|----------------------|---------------------------------|-------|
| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION—NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage (PART OF THE UNIT) | Total |
| | | | Full | 1/2 | | | | | |
| V | 101 | 1st | 2 | 1 | 3 | 1 | 1159 | 0 | 1,159 |
| V | 102 | 1st | 2 | 1 | 2 | 1 | 963 | 0 | 963 |
| V | 103 | 1st | 2 | 1 | 2 | 1 | 927 | 0 | 927 |
| V | 104 | 1st | 2 | 1 | 2 | 1 | 927 | 0 | 927 |
| V | 201 | 2nd | 2 | 1 | 3 | 1 | 1159 | 0 | 1,159 |
| V | 202 | 2nd | 2 | 1 | 2 | 1 | 963 | 0 | 963 |
| V | 203 | 2nd | 2 | 1 | 2 | 1 | 927 | 0 | 927 |
| V | 204 | 2nd | 2 | 1 | 2 | 1 | 927 | 0 | 927 |

UNIT SQUARE FOOTAGE AREA NOTES

* Square footages are good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; be based on interior surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

9708260534

| GARDEN GROVE, A CONDOMINIUM FIRST AMENDED EXHIBIT B-1 TO THE DECLARATION (AS TO PHASE 1 & 2) | | | | | |
|-------------------------------------------------------------------------------------------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| A | 1 | 1540 | 0.0710 | \$150,000 | 0.0683 |
| A | 2 | 1840 | 0.0848 | \$170,000 | 0.0774 |
| B | 1 | 1540 | 0.0710 | \$150,000 | 0.0683 |
| B | 2 | 1540 | 0.0710 | \$150,000 | 0.0683 |
| C | 1 | 1540 | 0.0710 | \$150,000 | 0.0683 |
| C | 2 | 1540 | 0.0710 | \$150,000 | 0.0683 |
| D | 1 | 2100 | 0.0968 | \$195,000 | 0.0888 |
| D | 2 | 2100 | 0.0968 | \$195,000 | 0.0888 |
| V | 101 | 1159 | 0.0535 | \$125,000 | 0.0569 |
| V | 102 | 963 | 0.0444 | \$105,000 | 0.0478 |
| V | 103 | 927 | 0.0427 | \$100,000 | 0.0456 |
| V | 104 | 927 | 0.0427 | \$110,000 | 0.0501 |
| V | 201 | 1159 | 0.0535 | \$130,000 | 0.0593 |
| V | 202 | 963 | 0.0444 | \$105,000 | 0.0479 |
| V | 203 | 927 | 0.0427 | \$100,000 | 0.0457 |
| V | 204 | 927 | 0.0427 | \$110,000 | 0.0502 |
| totals | | 21,692 | 1.0000 | 2,195,000 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

**The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

1/16/97

PHWFDATA\KDCOMETCON\95013B1.1ST

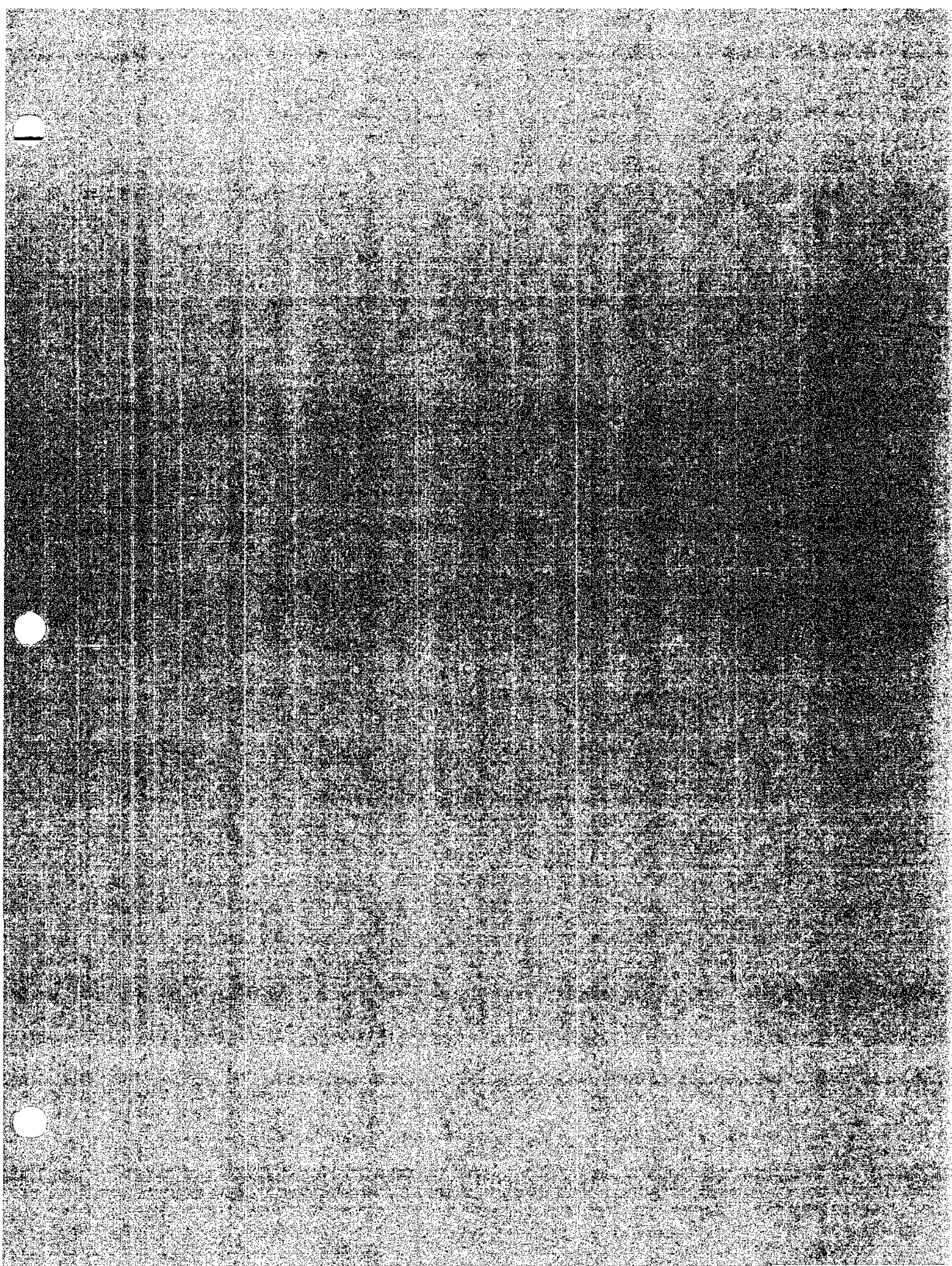
9708260534

**GARDEN GROVE, A CONDOMINIUM
FIRST AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 7 | | |
| V | 104 | 0 | 8 | | |
| V | 201 | 0 | 4 | | |
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 6 | | |
| V | 204 | 0 | 5 | | |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

9708260534



9709220595



9709220595
09/22/97 15:12
p.0009 Recorded
Snohomish County

11550002

Return Address
Metco Homes
18913 Bonnell - Everett
Bonnell WA 98012

Recorder's Note: Portions Of This
Document Poor Quality For Filing

Please print or type information

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Document Title(s) of transactions contained therein: 1. Third Amendment To Declaration 2. of Garden Grove 3. 4. | |
| Grantor(s) (Last name first, then first name and initials) 1. Metco Homes, LLC 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document. | |
| Grantee(s) (Last name first, then first name and initials) 1. Garden Grove, A Condominium 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document. | |
| Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.) Amended Lot 9 Block 2 Fairmount | |
| <input checked="" type="checkbox"/> Additional legal is on page 3 of document | |
| Reference Number(s) of Documents assigned or released: 9709220595 9707150511 <input type="checkbox"/> Additional numbers on page ____ of document. | |
| Assessor's Property Tax Parcel/Account Number | |
| <input checked="" type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers on page ____ of document | |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information. | |

**THIRD AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of the 22nd day of September, 1997.

RECITALS

* 9707150511

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 970715051, 9707300169 and 9708260534; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002 and 9708265008; upon the real property more particularly described in said Declaration.

WHEREAS, it is desired to amend the Declaration in certain respects to incorporate Phase 3 as part of the Condominium.

NOW, THEREFORE, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

(a) Phase 3 (including the land more particularly described as such Phase in Paragraph 1b of the Third Amended Exhibit A attached hereto and incorporated herein by reference, Buildings all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(b) the Floor Location, Unit Description, Unit Square Footage and Declared Values for Phase 3 are set forth in the Second Amended Exhibit B attached hereto and incorporated herein by reference.

(c) the Allocated Interests appurtenant to all Units in Phase 3 which have been made a part of the Condominium shall be as set forth in the Second Amended Exhibit B-1 attached hereto and incorporated herein by reference.

(d) in order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Second Amended Exhibit C attached hereto and incorporated herein by reference.

2. Declaration Section 23.2.2.g. Development in Phases is hereby amended to incorporate the following:

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9/22/97

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(vi) The provisions of Section 19.4 shall also apply to any encroachment involving improvements constructed on one phase which wholly or partially benefits another phase, regardless of whether such phases are a part of the Condominium.

3. REFERENCE TO SURVEY MAP AND PLANS. The Amended Survey Map and Plans of the Condominium referred to herein consist of 8 sheets as prepared by Jeffrey T. Treiber, and were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. 970922503 in Volume ____ of Condominiums, pages ____ through ____.

4. EFFECTIVE DATE. This Amendment shall take effect upon recording.

5. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metco Homes, L.L.C.

BY: Michael S. Mietzner
Michael S. Mietzner, Member

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 22nd day of September, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael S. Mietzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Chex L. Standley
NOTARY PUBLIC in and for the State of Washington, residing in Everett

My commission expires: 1-9-01

Print Notary Name: Chex L. Standley

PHWPDATA\ICDOC\METCON\95013AM.SPD

2

9/12/97

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**GARDEN GROVE, A CONDOMINIUM
THIRD AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

b. Legal Description of Phase 3:

LOTS 3, 4, 5, 13 AND 17, ACCORDING TO THE BINDING SITE PLAN
RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9707105001,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO THE TERMS AND CONDITIONS OF THOSE CERTAIN EASEMENT
AGREEMENTS RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO'S.
9610140154, 9609170492, 9703070208, 9703190362 AND 9705160231.

c. Legal Description for Future Phases:

The land described in all possible phases, less the land described in Phase 1,
2 & 3.

9709220595

| GARDEN GROVE, A CONDOMINIUM SECOND AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3) | | | | | |
|------------------------------------------------------------------------------------------|----------------|--------------|--------------------------------------------------------------------------|-------------------|------------------------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* <small>Common Expenses & Vote</small> | DECLARED VALUE | ALLOCATED INTERESTS** <small>Common Elements</small> |
| A | 1 | 1540 | 0.0385 | \$150,000 | 0.0376 |
| A | 2 | 1840 | 0.0460 | \$170,000 | 0.0427 |
| B | 1 | 1540 | 0.0385 | \$150,000 | 0.0376 |
| B | 2 | 1540 | 0.0385 | \$150,000 | 0.0376 |
| C | 1 | 1540 | 0.0385 | \$150,000 | 0.0376 |
| C | 2 | 1540 | 0.0385 | \$150,000 | 0.0376 |
| D | 1 | 2100 | 0.0524 | \$195,000 | 0.0489 |
| D | 2 | 2100 | 0.0524 | \$195,000 | 0.0489 |
| V | 101 | 1159 | 0.0289 | \$125,000 | 0.0314 |
| V | 102 | 963 | 0.0241 | \$105,000 | 0.0263 |
| V | 103 | 927 | 0.0232 | \$100,000 | 0.0251 |
| V | 104 | 927 | 0.0232 | \$110,000 | 0.0276 |
| V | 201 | 1159 | 0.0289 | \$130,000 | 0.0326 |
| V | 202 | 963 | 0.0241 | \$105,000 | 0.0263 |
| V | 203 | 927 | 0.0232 | \$100,000 | 0.0251 |
| V | 204 | 927 | 0.0232 | \$110,000 | 0.0276 |
| E | 1 | 1518 | 0.0379 | \$150,000 | 0.0376 |
| E | 2 | 1540 | 0.0385 | \$150,000 | 0.0376 |
| F | 1 | 1518 | 0.0378 | \$150,000 | 0.0376 |
| F | 2 | 1518 | 0.0378 | \$150,000 | 0.0377 |
| G | 1 | 1540 | 0.0385 | \$150,000 | 0.0377 |

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**GARDEN GROVE, A CONDOMINIUM
SECOND AMENDED EXHIBIT B TO THE DECLARATION (PHASE 3)**

| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION— NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
|-----------------|-------------|----------------|------------------------------|-----|----------|-----------|----------------------|--------|-------|
| | | | Bathrooms | | Bedrooms | Fireplace | Dwelling | Garage | Total |
| | | | Full | 1/2 | | | | | |
| E | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1518 | 400 | 1,918 |
| E | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |
| F | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1518 | 400 | 1,918 |
| F | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1518 | 400 | 1,918 |
| G | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |
| G | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1518 | 400 | 1,918 |
| H | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |
| H | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |
| U | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |
| U | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1518 | 400 | 1,918 |
| U | 3 | 1st & 2nd | 2 | 1 | 3 | 1 | 1518 | 400 | 1,918 |
| U | 4 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |
| | | | | | | | | | |

UNIT SQUARE FOOTAGE AREA NOTES

* Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Declaration, at the Declarant's election may: be determined by surveyor's "as-built" certificate upon completion of construction; be based on interior surface dimensions (excluding perimeter wall thickness); in either case, actual square footage may be less than square footages used in advertising brochure which are based on good faith architectural estimates.

* Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

ALLOCATED INTERESTS NOTES

*** The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by dividing the estimated square footage of the Unit by the aggregate square footage of all Units.

*** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

Some Allocated Interests may have been rounded so that the aggregate Allocated Interests equal 1.00.

9709220595

| GARDEN GROVE, A CONDOMINIUM SECOND AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3) | | | | | |
|------------------------------------------------------------------------------------------|----------------|--------------|--------------------------------------------------------|-------------------|----------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expenses & Votes | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
| G | 2 | 1518 | 0.0378 | \$150,000 | 0.0377 |
| H | 1 | 1540 | 0.0385 | \$150,000 | 0.0377 |
| H | 2 | 1540 | 0.0385 | \$150,000 | 0.0377 |
| U | 1 | 1540 | 0.0385 | \$150,000 | 0.0377 |
| U | 2 | 1518 | 0.0378 | \$145,000 | 0.0364 |
| U | 3 | 1518 | 0.0378 | \$145,000 | 0.0364 |
| U | 4 | 1540 | 0.0385 | \$150,000 | 0.0377 |
| Totals | | 40,040 | 1.0000 | \$3,985,000 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

**The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

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**GARDEN GROVE, A CONDOMINIUM
SECOND AMENDED EXHIBIT C TO THE DECLARATION**

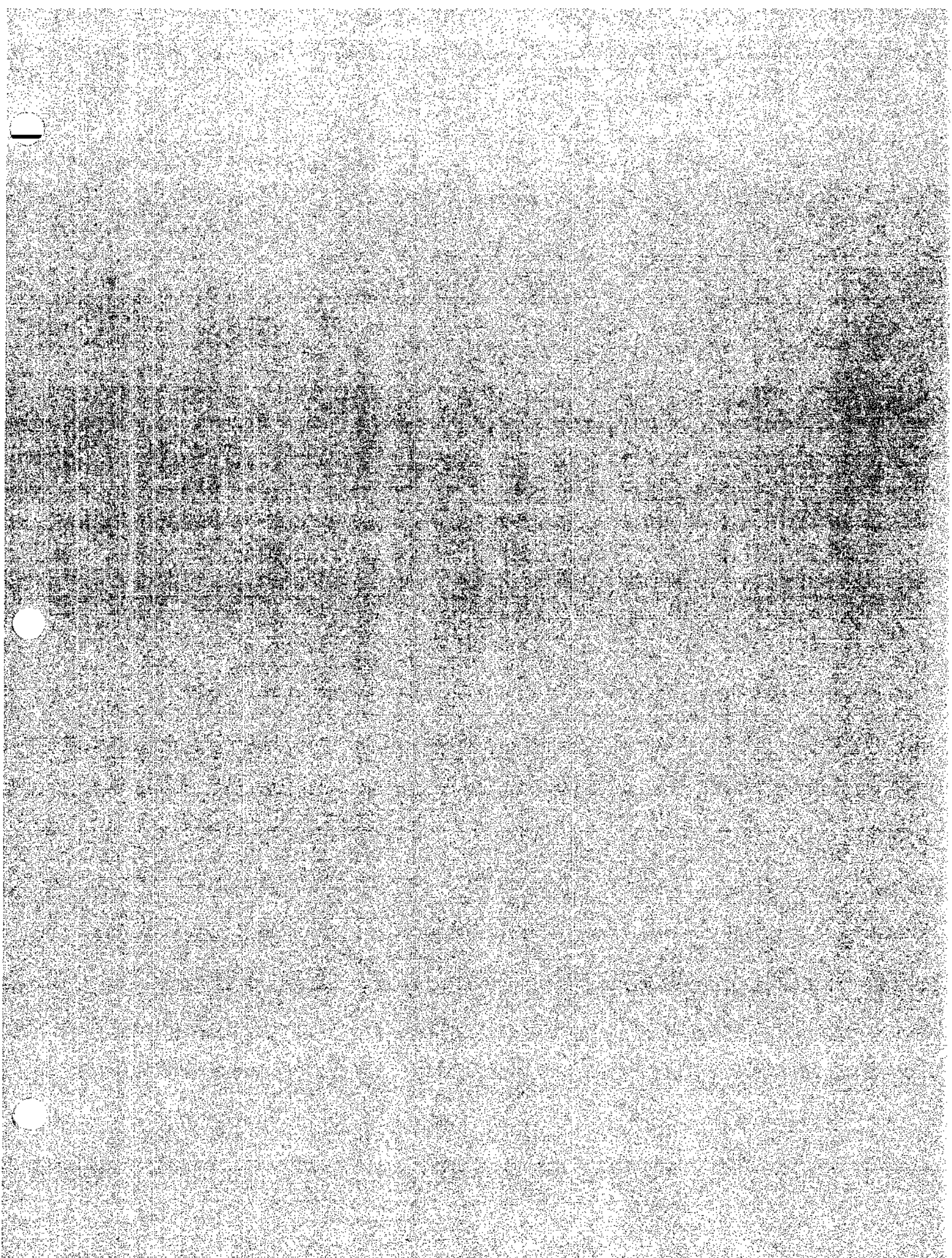
| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 7 | | |
| V | 104 | 0 | 8 | | |
| V | 201 | 0 | 4 | | |
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 6 | | |
| V | 204 | 0 | 5 | | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |
| F | 2 | 2 | | | |

9709220595

| GARDEN GROVE, A CONDOMINIUM SECOND AMENDED EXHIBIT C TO THE DECLARATION | | | | | |
|----------------------------------------------------------------------------|----------------|----------------------------------------------------------------------|-----------------------------------------|----------------------------------------|------------------------------------------|
| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

9709220595





9712040046
12/04/97 09:31
p.0009 Recorded
Snohomish County

9712040046

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 FIRST AVENUE, #625
Seattle, Washington, 98101
(206) 748-0955

DOCUMENT TITLE(S):
FOURTH AMENDEMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: ⁹⁷⁰⁷¹⁵⁰⁵¹¹ ~~NONE~~ 97

GRANTOR(S): (DECLARANT)
Metco Homes, L.L.C.

GRANTEE(S): (PROJECT NAME)
Garden Grove, A Condominium

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)
SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 4429-002-044-0806

☐ Additional legal is on Exhibit A of the document 4429-002-044-0900

**FOURTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of the 24th day of November, 1997.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534 and 9709220595; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, and 9709225003; upon the real property more particularly described in said Declaration.

WHEREAS, it is desired to amend the Declaration in certain respects to incorporate Phase 5A as part of the Condominium.

NOW, THEREFORE, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

(a) Phase 5A (including the land more particularly described as such Phase in Paragraph 1b of the Fourth Amended Exhibit A attached hereto and incorporated herein by reference, Buildings all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(b) the Floor Location, Unit Description, Unit Square Footage and Declared Values for Phase 5A are set forth in the Third Amended Exhibit B attached hereto and incorporated herein by reference.

(c) the Allocated Interests appurtenant to all Units in Phase 5A which have been made a part of the Condominium shall be as set forth in the Third Amended Exhibit B-1 attached hereto and incorporated herein by reference.

(d) in order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Third Amended Exhibit C attached hereto and incorporated herein by reference.

2. Declaration Section 23.2.2.g. Development in Phases is hereby amended to incorporate the following:

9712040046

3. REFERENCE TO SURVEY MAP AND PLANS. The Amended Survey Map and Plans of the Condominium referred to herein consist of 5 sheets as prepared by Jeffrey T. Treiber, and were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. 9712045001 in Volume _____ of Condominiums, pages _____ through _____.

4. EFFECTIVE DATE. This Amendment shall take effect upon recording.

5. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metco Homes, L.L.C.

BY: Michael S. Mietzner
Michael S. Mietzner, Member

STATE OF WASHINGTON §
COUNTY OF SNOHOMISH §

On this 3rd day of December, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael S. Mietzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Cheryl L. Standley
NOTARY PUBLIC in and for the State of
Washington, residing in Everett.
My commission expires: 1-7-01.
Print Notary Name: Cheryl L. Standley

9712040046

**GARDEN GROVE, A CONDOMINIUM
FOURTH AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

b. LEGAL DESCRIPTION - PHASE 5A

LOTS 6 AND 12, ACCORDING TO THE BINDING SITE PLAN
RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9707105001,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO THE TERMS AND CONDITIONS OF THOSE CERTAIN EASEMENT
AGREEMENTS RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO'S
961D140154, 9609170492, 9703070208, 9703190362 AND 9705160231.

c. Legal Description for Future Phases:

The land described in all possible phases, less the land described in Phase 1 ,
2, 3 & 5A.

9712040046

| GARDEN GROVE, A CONDOMINIUM THIRD AMENDED EXHIBIT B TO THE DECLARATION (PHASE 5A) | | | | | | | | | |
|--------------------------------------------------------------------------------------|----------------|-------------------|------------------------------|-----|----------|------------|----------------------|--------|-------|
| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION— NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | 1/2 | | | | | |
| I | 1 | 1st & 2nd | 2 | 1 | 2 | 1 | 1840 | 400 | 2,240 |
| I | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |
| J | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |
| J | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1518 | 400 | 1,918 |
| J | 3 | 1st & 2nd | 2 | 1 | 3 | 1 | 1518 | 400 | 1,918 |
| J | 4 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |

UNIT SQUARE FOOTAGE AREA NOTES

*Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; be based on interior surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

9712040046

| GARDEN GROVE, A CONDOMINIUM THIRD AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 5A) | | | | | |
|----------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| A | 1 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| A | 2 | 1840 | 0.0371 | \$170,000 | 0.0348 |
| B | 1 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| B | 2 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| C | 1 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| C | 2 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| D | 1 | 2100 | 0.0424 | \$195,000 | 0.0399 |
| D | 2 | 2100 | 0.0424 | \$195,000 | 0.0399 |
| V | 101 | 1159 | 0.0234 | \$125,000 | 0.0255 |
| V | 102 | 963 | 0.0194 | \$105,000 | 0.0215 |
| V | 103 | 927 | 0.0187 | \$100,000 | 0.0204 |
| V | 104 | 927 | 0.0187 | \$110,000 | 0.0225 |
| V | 201 | 1159 | 0.0234 | \$130,000 | 0.0267 |
| V | 202 | 963 | 0.0194 | \$105,000 | 0.0215 |
| V | 203 | 927 | 0.0187 | \$100,000 | 0.0204 |
| V | 204 | 927 | 0.0187 | \$110,000 | 0.0225 |
| E | 1 | 1518 | 0.0306 | \$150,000 | 0.0306 |
| E | 2 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| F | 1 | 1518 | 0.0306 | \$150,000 | 0.0306 |
| F | 2 | 1518 | 0.0306 | \$150,000 | 0.0306 |
| G | 1 | 1540 | 0.0311 | \$150,000 | 0.0306 |

9712040046

| GARDEN GROVE, A CONDOMINIUM THIRD AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 5A) | | | | | |
|----------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| G | 2 | 1518 | 0.0306 | \$150,000 | 0.0306 |
| H | 1 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| H | 2 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| U | 1 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| U | 2 | 1518 | 0.0307 | \$145,000 | 0.0297 |
| U | 3 | 1518 | 0.0307 | \$145,000 | 0.0297 |
| U | 4 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| I | 1 | 1840 | 0.0371 | \$170,000 | 0.0348 |
| I | 2 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| J | 1 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| J | 2 | 1518 | 0.0307 | \$145,000 | 0.0297 |
| J | 3 | 1518 | 0.0307 | \$145,000 | 0.0297 |
| J | 4 | 1540 | 0.0311 | \$150,000 | 0.0306 |
| totals | | 49,536 | 1.0000 | 4,895,000 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

9712040046

**GARDEN GROVE, A CONDOMINIUM
THIRD AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |

9712040046

| GARDEN GROVE, A CONDOMINIUM THIRD AMENDED EXHIBIT C TO THE DECLARATION | | | | | |
|---------------------------------------------------------------------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |
| J | 1 | 2 | | | |
| J | 2 | 2 | | | |
| J | 3 | 2 | | | |
| J | 4 | 2 | | | |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

9712040046



9801150310
01/15/98 12:02
p.0011 Recorded
Snohomish County

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 FIRST AVENUE, #625
Seattle, Washinton, 98101
(206) 748-0955

DOCUMENT TITLE(S):
FIFTH AMENDEMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: ~~None~~ 9707150511

GRANTOR(S): (DECLARANT)
Metco Homes, L.L.C.

GRANTEE(S): (PROJECT NAME)
Garden Grove, A Condominium

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)
SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Additional legal is on Exhibit A of the document

9801150310

**FIFTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of the 13th day of January, 1998.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534, 9709220595 and 9712040046; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003 and 9712045001; upon the real property more particularly described in said Declaration.

WHEREAS, it is desired to amend the Declaration in certain respects to incorporate Phase 4 as part of the Condominium.

NOW, THEREFORE, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

(a) Phase 4 (including the land more particularly described as such Phase in Paragraph 1b of the Fifth Amended Exhibit A attached hereto and incorporated herein by reference, Buildings all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(b) the Floor Location, Unit Description, Unit Square Footage and Declared Values for Phase 4 are set forth in the Fourth Amended Exhibit B attached hereto and incorporated herein by reference.

(c) the Allocated Interests appurtenant to all Units in Phase 5A which have been made a part of the Condominium shall be as set forth in the Fourth Amended Exhibit B-1 attached hereto and incorporated herein by reference.

(d) in order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Fourth Amended Exhibit C attached hereto and incorporated herein by reference.

2. Declaration Section 23.2.2.g. Development in Phases is hereby amended to incorporate the following:

9801150310

3. REFERENCE TO SURVEY MAP AND PLANS. The Amended Survey Map and Plans of the Condominium referred to herein consist of 4 sheets as prepared by Jeffrey T. Treiber, and were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. 9801155011 in Volume _____ of Condominiums, pages _____ through _____.

4. EFFECTIVE DATE. This Amendment shall take effect upon recording.

5. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metco Homes, L.L.C.

BY: Mike Mietzner
MIKE Mietzner, Member

STATE OF WASHINGTON §
§
COUNTY OF SNOHOMISH §

On this 15th day of January, 1998 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MIKE Mietzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Cher L. Standley
NOTARY PUBLIC in and for the State of
Washington, residing in Everett.
My commission expires: 1-9-01.
Print Notary Name: Cher L. Standley

9801150310

**GARDEN GROVE, A CONDOMINIUM
FIFTH AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

b. Legal Description of Phase 4:

LOT 26, ACCORDING TO THE BINDING SITE PLAN
RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9707105001.
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO THE TERMS AND CONDITIONS OF THOSE CERTAIN EASEMENT
AGREEMENTS RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO'S.
961014D154, 9609170492, 9703070208, 9703190362 AND 9705150231.

c. Legal Description for Future Phases:

**The land described in all possible phases, less the land described in Phase 1 ,
2, 3, 5A & 4.**

9801150310

**GARDEN GROVE, A CONDOMINIUM
FOURTH AMENDED EXHIBIT B TO THE DECLARATION (PHASE 4)**

| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION-- NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
|--------------------|----------------|-------------------|-------------------------------|-----|----------|------------|----------------------|--------|-------|
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | 1/2 | | | | | |
| W | 101 | 1st | 2 | | 2 | 1 | 1140 | 200 | 1340 |
| W | 102 | 1st | 2 | | 2 | 1 | 1194 | 200 | 1394 |
| W | 103 | 1st | 2 | | 2 | 1 | 1194 | 200 | 1394 |
| W | 104 | 1st | 2 | | 2 | 1 | 1140 | 200 | 1340 |
| W | 201 | 2nd | 2 | | 2 | 1 | 1540 | 200 | 1740 |
| W | 202 | 2nd | 2 | | 3 | 1 | 1412 | 200 | 1612 |
| W | 203 | 2nd | 2 | | 3 | 1 | 1412 | 200 | 1612 |
| W | 204 | 2nd | 2 | | 2 | 1 | 1540 | 200 | 1,740 |

UNIT SQUARE FOOTAGE AREA NOTES

*Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; based on interior surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

| GARDEN GROVE, A CONDOMINIUM FOURTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A) | | | | | |
|--------------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| A | 1 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| A | 2 | 1,840 | 0.0306 | \$170,000 | 0.0289 |
| B | 1 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| B | 2 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| C | 1 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| C | 2 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| D | 1 | 2,100 | 0.0349 | \$195,000 | 0.0332 |
| D | 2 | 2,100 | 0.0349 | \$195,000 | 0.0332 |
| V | 101 | 1,159 | 0.0193 | \$125,000 | 0.0212 |
| V | 102 | 963 | 0.0160 | \$105,000 | 0.0179 |
| V | 103 | 927 | 0.0154 | \$100,000 | 0.0170 |
| V | 104 | 927 | 0.0154 | \$110,000 | 0.0187 |
| V | 201 | 1,159 | 0.0193 | \$130,000 | 0.0221 |
| V | 202 | 963 | 0.0160 | \$105,000 | 0.0178 |
| V | 203 | 927 | 0.0154 | \$100,000 | 0.0170 |
| V | 204 | 927 | 0.0154 | \$110,000 | 0.0187 |
| E | 1 | 1,518 | 0.0253 | \$150,000 | 0.0254 |
| E | 2 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| F | 1 | 1,518 | 0.0253 | \$150,000 | 0.0254 |
| F | 2 | 1,518 | 0.0253 | \$150,000 | 0.0254 |
| G | 1 | 1,540 | 0.0256 | \$150,000 | 0.0254 |

9801150310

| GARDEN GROVE, A CONDOMINIUM FOURTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A) | | | | | |
|--------------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| G | 2 | 1,518 | 0.0253 | \$150,000 | 0.0254 |
| H | 1 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| H | 2 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| U | 1 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| U | 2 | 1,518 | 0.0253 | \$145,000 | 0.0246 |
| U | 3 | 1,518 | 0.0253 | \$145,000 | 0.0246 |
| U | 4 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| I | 1 | 1,840 | 0.0306 | \$170,000 | 0.0289 |
| I | 2 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| J | 1 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| J | 2 | 1,518 | 0.0253 | \$145,000 | 0.0246 |
| J | 3 | 1,518 | 0.0253 | \$145,000 | 0.0246 |
| J | 4 | 1,540 | 0.0256 | \$150,000 | 0.0254 |
| W | 101 | 1,140 | 0.0190 | \$125,000 | 0.0212 |
| W | 102 | 1,194 | 0.0199 | \$120,000 | 0.0204 |
| W | 103 | 1,194 | 0.0199 | \$120,000 | 0.0204 |
| W | 104 | 1,140 | 0.0190 | \$125,000 | 0.0212 |
| W | 201 | 1,540 | 0.0256 | \$130,000 | 0.0221 |
| W | 202 | 1,412 | 0.0235 | \$125,000 | 0.0212 |
| W | 203 | 1,412 | 0.0235 | \$125,000 | 0.0212 |
| W | 204 | 1,540 | 0.0256 | \$130,000 | 0.0221 |

9801150310

| GARDEN GROVE, A CONDOMINIUM FOURTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A) | | | | | |
|--------------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| totals | | 60,108 | 1.0000 | \$5,895,000 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

9801150310

**GARDEN GROVE, A CONDOMINIUM
FOURTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |

9801150310

**GARDEN GROVE, A CONDOMINIUM
FOURTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |
| J | 1 | 2 | | | |
| J | 2 | 2 | | | |
| J | 3 | 2 | | | |
| J | 4 | 2 | | | |
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 24 | | 25 |

9801150310

**GARDEN GROVE, A CONDOMINIUM
FOURTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

9801150310



9802120486
02/12/98 14:25
p.0012 Recorded
Snohomish County

9802120486

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 FIRST AVENUE, #625
Seattle, Washington, 98101
(206) 748-0955

DOCUMENT TITLE(S):
SIXTH AMENDEMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: NONE 9707150511

GRANTOR(S): (DECLARANT)
Metco Homes, L.L.C.

GRANTEE(S): (PROJECT NAME)
Garden Grove, A Condominium

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)
SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Additional legal is on Exhibit A of the document

**SIXTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of the 11th day of February, 1998.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511; 9707300169, 9708260534, 9709220595, 9712040046 and 9801150310; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001 and 9801155001; upon the real property more particularly described in said Declaration.

WHEREAS, it is desired to amend the Declaration in certain respects to incorporate Phase 4 as part of the Condominium.

NOW, THEREFORE, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

(a) Phase 6A (including the land more particularly described as such Phase in Paragraph 1b of the Sixth Amended Exhibit A attached hereto and incorporated herein by reference, Buildings all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(b) the Floor Location, Unit Description, Unit Square Footage and Declared Values for Phase 6A are set forth in the Fifth Amended Exhibit B attached hereto and incorporated herein by reference.

(c) the Allocated Interests appurtenant to all Units in Phase 6A which have been made a part of the Condominium shall be as set forth in the Fifth Amended Exhibit B-1 attached hereto and incorporated herein by reference.

(d) in order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Fifth Amended Exhibit C attached hereto and incorporated herein by reference.

2. Declaration Section 23.2.2.g. Development in Phases is hereby amended to incorporate the following:

9802120486

3. REFERENCE TO SURVEY MAP AND PLANS. The Amended Survey Map and Plans of the Condominium referred to herein consist of 5 sheets as prepared by Jeffrey T. Treiber, and were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. 9802125001 in Volume ____ of Condominiums, pages ____ through ____.

4. EFFECTIVE DATE. This Amendment shall take effect upon recording.

5. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Declaration as of the date first above given.

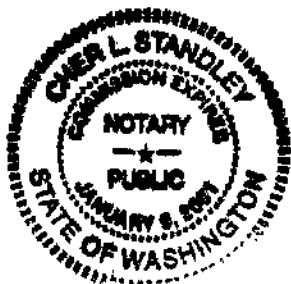
DECLARANT: Metco Homes, L.L.C.

BY: Michael S. Mietzner
Michael S. Mietzner, Member

STATE OF WASHINGTON §
COUNTY OF SNOHOMISH §

On this 12th day of February, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael S. Mietzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Cher L. Standley
NOTARY PUBLIC in and for the State of
Washington, residing in Everett
My commission expires: 1-9-01
Print Notary Name: Cher L. Standley

9802120486

**GARDEN GROVE, A CONDOMINIUM
SIXTH AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

b. Legal Description of Phase 6A:

LOT 27, ACCORDING TO THE BINDING SITE PLAN
RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9707105001,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO THE TERMS AND CONDITIONS OF THOSE CERTAIN EASEMENT
AGREEMENTS RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO'S.
9610140154, 9609170492, 9703070208, 9703190362 AND 9705160231.

c. Legal Description for Future Phases:

The land described in all possible phases, less the land described in Phase 1 ,
2, 3, 4, 5A & 6A.

9802120486

**GARDEN GROVE, A CONDOMINIUM
FIFTH AMENDED EXHIBIT B TO THE DECLARATION (PHASE 6A)**

| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION— NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
|--------------------|----------------|-------------------|------------------------------|-----|----------|------------|----------------------|--------|-------|
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | 1/2 | | | | | |
| X | 101 | 1st | 2 | 1 | 3 | 1 | 1159 | 200 | 1,359 |
| X | 102 | 1st | 2 | 1 | 2 | 1 | 967 | 200 | 1,167 |
| X | 103 | 1st | 2 | 1 | 2 | 1 | 1016 | 200 | 1,216 |
| X | 201 | 2nd | 2 | 1 | 3 | 1 | 1159 | 200 | 1,359 |
| X | 202 | 2nd | 2 | 1 | 2 | 1 | 967 | 200 | 1,167 |
| X | 203 | 2nd | 2 | 1 | 2 | 1 | 1016 | 200 | 1,216 |
| X | 301 | 3rd | 2 | 1 | 3 | 1 | 1159 | 200 | 1,359 |
| X | 302 | 3rd | 2 | 1 | 2 | 1 | 967 | 200 | 1,167 |

UNIT SQUARE FOOTAGE AREA NOTES

*Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; based on interior surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

9802120486

| GARDEN GROVE, A CONDOMINIUM FIFTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A, 6A) | | | | | |
|-----------------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| A | 1 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| A | 2 | 1840 | 0.0269 | \$170,000 | 0.0249 |
| B | 1 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| B | 2 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| C | 1 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| C | 2 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| D | 1 | 2100 | 0.0306 | \$195,000 | 0.0285 |
| D | 2 | 2100 | 0.0306 | \$195,000 | 0.0285 |
| V | 101 | 1159 | 0.0169 | \$125,000 | 0.0183 |
| V | 102 | 963 | 0.0141 | \$105,000 | 0.0154 |
| V | 103 | 927 | 0.0135 | \$100,000 | 0.0146 |
| V | 104 | 927 | 0.0135 | \$110,000 | 0.0161 |
| V | 201 | 1159 | 0.0169 | \$130,000 | 0.0190 |
| V | 202 | 963 | 0.0140 | \$105,000 | 0.0154 |
| V | 203 | 927 | 0.0135 | \$100,000 | 0.0146 |
| V | 204 | 927 | 0.0135 | \$110,000 | 0.0161 |
| E | 1 | 1518 | 0.0222 | \$150,000 | 0.0219 |
| E | 2 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| F | 1 | 1518 | 0.0222 | \$150,000 | 0.0219 |
| F | 2 | 1518 | 0.0222 | \$150,000 | 0.0219 |
| G | 1 | 1540 | 0.0225 | \$150,000 | 0.0219 |

9802120486

| GARDEN GROVE, A CONDOMINIUM FIFTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A, 6A) | | | | | |
|-----------------------------------------------------------------------------------------------------|----------------|--------------|-------------------------------------------------------|-------------------|----------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
| G | 2 | 1518 | 0.0222 | \$150,000 | 0.0219 |
| H | 1 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| H | 2 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| U | 1 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| U | 2 | 1518 | 0.0222 | \$145,000 | 0.0212 |
| U | 3 | 1518 | 0.0222 | \$145,000 | 0.0212 |
| U | 4 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| I | 1 | 1840 | 0.0269 | \$170,000 | 0.0249 |
| I | 2 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| J | 1 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| J | 2 | 1518 | 0.0222 | \$145,000 | 0.0212 |
| J | 3 | 1518 | 0.0222 | \$145,000 | 0.0212 |
| J | 4 | 1540 | 0.0225 | \$150,000 | 0.0219 |
| W | 101 | 1140 | 0.0166 | \$125,000 | 0.0183 |
| W | 102 | 1194 | 0.0174 | \$120,000 | 0.0175 |
| W | 103 | 1194 | 0.0174 | \$120,000 | 0.0175 |
| W | 104 | 1140 | 0.0166 | \$125,000 | 0.0183 |
| W | 201 | 1540 | 0.0225 | \$130,000 | 0.0190 |
| W | 202 | 1412 | 0.0206 | \$125,000 | 0.0183 |
| W | 203 | 1412 | 0.0206 | \$125,000 | 0.0183 |
| W | 204 | 1540 | 0.0225 | \$130,000 | 0.0190 |

9802120486

| GARDEN GROVE, A CONDOMINIUM FIFTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A, 6A) | | | | | |
|-----------------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| X | 101 | 1159 | 0.0169 | \$130,000 | 0.0191 |
| X | 102 | 967 | 0.0140 | \$105,000 | 0.0154 |
| X | 103 | 1016 | 0.0148 | \$120,000 | 0.0175 |
| X | 201 | 1159 | 0.0169 | \$130,000 | 0.0191 |
| X | 202 | 967 | 0.0140 | \$105,000 | 0.0154 |
| X | 203 | 1016 | 0.0148 | \$120,000 | 0.0175 |
| X | 301 | 1159 | 0.0169 | \$130,000 | 0.0191 |
| X | 302 | 967 | 0.0140 | \$105,000 | 0.0154 |
| totals | | 68,518 | 1.0000 | \$6,840,000 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

9802120486

**GARDEN GROVE, A CONDOMINIUM
FIFTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |

9802120486

**GARDEN GROVE, A CONDOMINIUM
FIFTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |
| J | 1 | 2 | | | |
| J | 2 | 2 | | | |
| J | 3 | 2 | | | |
| J | 4 | 2 | | | |
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 14 | | 25 |

9802120486

**GARDEN GROVE, A CONDOMINIUM
FIFTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |
| X | 101 | | 32 | | |
| X | 102 | | 50 | | |
| X | 103 | | 35 | | |
| X | 201 | | 33 | | |
| X | 202 | | 51 | | |
| X | 203 | | 34 | | |
| X | 301 | | 52 | | |
| X | 302 | | 49 | | |
| Y | 101 | | 37 | | |
| Y | 102 | | 39 | | |
| Y | 103 | | 46 | | |
| Y | 201 | | 38 | | |
| Y | 202 | | 43 | | |
| Y | 203 | | 44 | | |
| Y | 302 | | 40 | | |

9802120486

**GARDEN GROVE, A CONDOMINIUM
FIFTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| Y | 303 | | 45 | | |
| K | 1 | | | | |
| K | 2 | | | | |
| L | 1 | | | | |
| L | 2 | | | | |
| L | 3 | | | | |
| L | 4 | | | | |
| M | 1 | | | | |
| M | 2 | | | | |
| N | 1 | | | | |
| N | 2 | | | | |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

9802120486

**SEVENTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 5th day of March, 1998.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310 and 9802120486; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001, 9801155001 and 9802125001; upon the real property more particularly described in said Declaration.

Whereas, it is desired to amend the Declaration in certain respects to incorporate Phase 6B as part of the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **PHASE AMENDMENT.** Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:

(a) Phase 6B (including the land more particularly described as such Phase in Paragraph 1b of the Seventh Amended Exhibit A attached hereto and incorporated herein by reference, Buildings all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(b) the Floor Location, Unit Description and Unit Square Footage for Phase 6B are set forth in the Sixth Amended Exhibit B.

(c) the Allocated Interests appurtenant to all Units in Phase 6B which have been made a part of the Condominium shall be as set forth in the Sixth Amended Exhibit B-1 attached hereto and incorporated herein be reference.

2. **REFERENCE TO SURVEY MAP AND PLANS.** The Amended Survey Map and Plans of the Condominium referred to herein consist of 6 sheets as prepared by Jeffrey T. Treiber, and were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. 9803095010.

3. **EFFECTIVE DATE.** This Amendment shall take effect upon recording.

9803090780

4. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metco Homes, L.L.C.

BY: *Mike Mietzner*

Mike Mietzner, It's Member
(printed name)

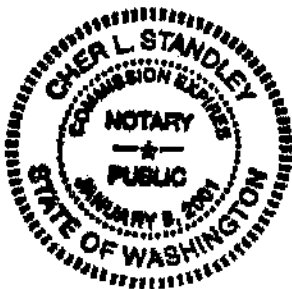
STATE OF WASHINGTON §

§

COUNTY OF SNOHOMISH §

On this 9th day of March, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MIKE MIETZNER to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Cher L. Standley
NOTARY PUBLIC in and for the State of
Washington, residing in EVERETT
My commission expires: 1-9-01
Print Notary Name: Cher L. Standley

9803090780

**GARDEN GROVE, A CONDOMINIUM
SEVENTH AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

b. Legal Description of Phase 6B:

LOT 28, ACCORDING TO THE BINDING SITE PLAN RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 9707105001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

c. Legal Description for Future Phases:

The land described in all possible phases, less the land described in Phase 1 , 2, 3, 4, 5A, 6A & 6B.

9803090780

**GARDEN GROVE, A CONDOMINIUM
SIXTH AMENDED EXHIBIT B TO THE DECLARATION (PHASE 6B)**

| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION— NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
|--------------------|----------------|-------------------|------------------------------|-----|----------|------------|----------------------|--------|-------|
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | 1/2 | | | | | |
| Y | 101 | 1st | 2 | | 2 | 1 | 1016 | 200 | 1,216 |
| Y | 102 | 1st | 2 | | 2 | 1 | 967 | 200 | 1,167 |
| Y | 103 | 1st | 2 | | 3 | 1 | 1159 | 200 | 1,359 |
| Y | 201 | 2nd | 2 | | 2 | 1 | 1016 | 200 | 1,216 |
| Y | 202 | 2nd | 2 | | 2 | 1 | 967 | 200 | 1,167 |
| Y | 203 | 2nd | 2 | | 3 | 1 | 1159 | 200 | 1,359 |
| Y | 302 | 3rd | 2 | | 2 | 1 | 967 | 200 | 1,167 |
| Y | 303 | 3rd | 2 | | 3 | 1 | 1159 | 200 | 1,359 |

UNIT SQUARE FOOTAGE AREA NOTES

*Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; based on interior surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

9803090780

| GARDEN GROVE, A CONDOMINIUM SIXTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A, 6A, 6B) | | | | | |
|---------------------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| A | 1 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| A | 2 | 1,840 | 0.0239 | \$170,000 | 0.0218 |
| B | 1 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| B | 2 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| C | 1 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| C | 2 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| D | 1 | 2,100 | 0.0273 | \$195,000 | 0.0250 |
| D | 2 | 2,100 | 0.0273 | \$195,000 | 0.0250 |
| V | 101 | 1,159 | 0.0151 | \$125,000 | 0.0160 |
| V | 102 | 963 | 0.0125 | \$105,000 | 0.0135 |
| V | 103 | 927 | 0.0121 | \$100,000 | 0.0127 |
| V | 104 | 927 | 0.0121 | \$110,000 | 0.0140 |
| V | 201 | 1,159 | 0.0151 | \$130,000 | 0.0167 |
| V | 202 | 963 | 0.0125 | \$105,000 | 0.0135 |
| V | 203 | 927 | 0.0121 | \$100,000 | 0.0127 |
| V | 204 | 927 | 0.0121 | \$110,000 | 0.0140 |
| E | 1 | 1,518 | 0.0197 | \$150,000 | 0.0193 |
| E | 2 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| F | 1 | 1,518 | 0.0197 | \$150,000 | 0.0193 |
| F | 2 | 1,518 | 0.0197 | \$150,000 | 0.0193 |
| G | 1 | 1,540 | 0.0200 | \$150,000 | 0.0193 |

9803090780

| GARDEN GROVE, A CONDOMINIUM SIXTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A, 6A, 6B) | | | | | |
|---------------------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| G | 2 | 1,518 | 0.0197 | \$150,000 | 0.0193 |
| H | 1 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| H | 2 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| U | 1 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| U | 2 | 1,518 | 0.0197 | \$145,000 | 0.0186 |
| U | 3 | 1,518 | 0.0197 | \$145,000 | 0.0186 |
| U | 4 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| I | 1 | 1,840 | 0.0239 | \$170,000 | 0.0218 |
| I | 2 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| J | 1 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| J | 2 | 1,518 | 0.0197 | \$145,000 | 0.0186 |
| J | 3 | 1,518 | 0.0197 | \$145,000 | 0.0186 |
| J | 4 | 1,540 | 0.0200 | \$150,000 | 0.0193 |
| W | 101 | 1,140 | 0.0148 | \$125,000 | 0.0160 |
| W | 102 | 1,194 | 0.0155 | \$120,000 | 0.0154 |
| W | 103 | 1,194 | 0.0155 | \$120,000 | 0.0154 |
| W | 104 | 1,140 | 0.0148 | \$125,000 | 0.0160 |
| W | 201 | 1,540 | 0.0200 | \$130,000 | 0.0167 |
| W | 202 | 1,412 | 0.0184 | \$125,000 | 0.0160 |
| W | 203 | 1,412 | 0.0184 | \$125,000 | 0.0160 |
| W | 204 | 1,540 | 0.0200 | \$130,000 | 0.0167 |

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| GARDEN GROVE, A CONDOMINIUM SIXTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A, 6A, 6B) | | | | | |
|---------------------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| X | 101 | 1,159 | 0.0151 | \$130,000 | 0.0167 |
| X | 102 | 967 | 0.0126 | \$105,000 | 0.0135 |
| X | 103 | 1,016 | 0.0132 | \$120,000 | 0.0154 |
| X | 201 | 1,159 | 0.0151 | \$130,000 | 0.0167 |
| X | 202 | 967 | 0.0126 | \$105,000 | 0.0135 |
| X | 203 | 1,016 | 0.0132 | \$120,000 | 0.0154 |
| X | 301 | 1,159 | 0.0151 | \$130,000 | 0.0167 |
| X | 302 | 967 | 0.0126 | \$105,000 | 0.0135 |
| Y | 101 | 1,016 | 0.0132 | \$120,000 | 0.0154 |
| Y | 102 | 967 | 0.0126 | \$105,000 | 0.0135 |
| Y | 103 | 1,159 | 0.0151 | \$130,000 | 0.0167 |
| Y | 201 | 1,016 | 0.0132 | \$120,000 | 0.0154 |
| Y | 202 | 967 | 0.0126 | \$105,000 | 0.0135 |
| Y | 203 | 1,159 | 0.0151 | \$130,000 | 0.0167 |
| Y | 302 | 967 | 0.0126 | \$110,000 | 0.0140 |
| Y | 303 | 1,159 | 0.0151 | \$130,000 | 0.0167 |
| totals | | 76,928 | 1.0000 | \$7,790,000 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

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9803090780
03/09/98 15:42
p.0008 Recorded
Snohomish County

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 First Avenue, #625
Seattle, Washington, 98101
(206) 748-0955

DOCUMENT TITLE(S):
SEVENTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: ~~NONE~~ 9707150511 Mon ON PAGE 2

GRANTOR(S): (DECLARANT)
METCO HOMES, L.L.C.

GRANTEE(S): (PROJECT NAME)
GARDEN GROVE, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)
SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Additional legal is on Exhibit A of the document



9804080004
04/08/98 09:19
p.0013 Recorded
Snohomish County

9804080004

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 First Avenue, #625
Seattle, Washington, 98101
(206) 748-0955

DOCUMENT TITLE(S):
EIGHTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511

GRANTOR(S): (DECLARANT)
METCO HOMES, L.L.C.

GRANTEE(S): (PROJECT NAME)
GARDEN GROVE, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)
SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Additional legal is on Exhibit A of the document

were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. 9804085001.

3. EFFECTIVE DATE. This Amendment shall take effect upon recording.

4. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metco Homes, L.L.C.

BY: *Mike Mietzner*

MIKE MIETZNER, It's Member
(printed name)

STATE OF WASHINGTON

§
§
§

COUNTY OF SNOHOMISH

On this 7th day of April, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MIKE MIETZNER to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Cher L. Standley

NOTARY PUBLIC in and for the State of Washington, residing in Everett, WA

My commission expires: 1-9-01

Print Notary Name: Cher L. Standley

9804080004

**GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

b. Legal Description of Phase 5B:

**LOTS 7,8 10 & 11, ACCORDING TO THE BINDING SITE PLAN RECORDED
UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 9707105001,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.**

c. Legal Description for Future Phases:

**The land described in all possible phases, less the land described in Phase 1 ,
2, 3, 4, 5A, 6A, 6B & 5B.**

9804080004

**GARDEN GROVE, A CONDOMINIUM
SEVENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|--------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| A | 1 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| A | 2 | 1,840 | 0.0196 | \$170,000 | 0.0181 |
| B | 1 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| B | 2 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| C | 1 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| C | 2 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| D | 1 | 2,100 | 0.0223 | \$195,000 | 0.0208 |
| D | 2 | 2,100 | 0.0223 | \$195,000 | 0.0208 |
| V | 101 | 1,159 | 0.0123 | \$125,000 | 0.0133 |
| V | 102 | 963 | 0.0101 | \$105,000 | 0.0112 |
| V | 103 | 927 | 0.0099 | \$100,000 | 0.0106 |
| V | 104 | 927 | 0.0099 | \$110,000 | 0.0117 |
| V | 201 | 1,159 | 0.0123 | \$130,000 | 0.0138 |
| V | 202 | 963 | 0.0101 | \$105,000 | 0.0112 |
| V | 203 | 927 | 0.0099 | \$100,000 | 0.0106 |
| V | 204 | 927 | 0.0099 | \$110,000 | 0.0117 |
| E | 1 | 1,518 | 0.0162 | \$150,000 | 0.0159 |
| E | 2 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| F | 1 | 1,518 | 0.0162 | \$150,000 | 0.0159 |
| F | 2 | 1,518 | 0.0162 | \$150,000 | 0.0159 |

9804080004

**GARDEN GROVE, A CONDOMINIUM
SEVENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| G | 1 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| G | 2 | 1,518 | 0.0162 | \$150,000 | 0.0159 |
| H | 1 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| H | 2 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| U | 1 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| U | 2 | 1,518 | 0.0162 | \$145,000 | 0.0154 |
| U | 3 | 1,518 | 0.0162 | \$145,000 | 0.0154 |
| U | 4 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| I | 1 | 1,840 | 0.0196 | \$170,000 | 0.0181 |
| I | 2 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| J | 1 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| J | 2 | 1,518 | 0.0162 | \$145,000 | 0.0154 |
| J | 3 | 1,518 | 0.0162 | \$145,000 | 0.0154 |
| J | 4 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| W | 101 | 1,140 | 0.0121 | \$125,000 | 0.0133 |
| W | 102 | 1,194 | 0.0127 | \$120,000 | 0.0128 |
| W | 103 | 1,194 | 0.0127 | \$120,000 | 0.0128 |
| W | 104 | 1,140 | 0.0121 | \$125,000 | 0.0133 |
| W | 201 | 1,540 | 0.0164 | \$130,000 | 0.0138 |
| W | 202 | 1,412 | 0.0150 | \$125,000 | 0.0133 |

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**EIGHTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 24th day of March 1, 1998.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486 and 9803090780; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001 and 9803095010; upon the real property more particularly described in said Declaration.

Whereas, it is desired to amend the Declaration in certain respects to incorporate Phase 5B as part of the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **PHASE AMENDMENT.** Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:

(a) Phase 5B (including the land more particularly described as such Phase in Paragraph 1b of the Eighth Amended Exhibit A attached hereto and incorporated herein by reference, Buildings all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(b) the Floor Location, Unit Description and Unit Square Footage for Phase 5B are set forth in the Seventh Amended Exhibit B.

(c) the Allocated Interests appurtenant to all Units in Phase 5B which have been made a part of the Condominium shall be as set forth in the Seventh Amended Exhibit B-1 attached hereto and incorporated herein by reference.

(d) in order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Sixth Amended Exhibit C attached hereto and incorporated herein by reference.

2. **REFERENCE TO SURVEY MAP AND PLANS.** The Amended Survey Map and Plans of the Condominium referred to herein consist of 6 sheets as prepared by Jeffrey T. Treiber, and

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**GARDEN GROVE, A CONDOMINIUM
SEVENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|--------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| W | 203 | 1,412 | 0.0150 | \$125,000 | 0.0133 |
| W | 204 | 1,540 | 0.0164 | \$130,000 | 0.0138 |
| X | 101 | 1,159 | 0.0123 | \$130,000 | 0.0138 |
| X | 102 | 967 | 0.0103 | \$105,000 | 0.0112 |
| X | 103 | 1,016 | 0.0108 | \$120,000 | 0.0128 |
| X | 201 | 1,159 | 0.0123 | \$130,000 | 0.0138 |
| X | 202 | 967 | 0.0103 | \$105,000 | 0.0112 |
| X | 203 | 1,016 | 0.0108 | \$120,000 | 0.0128 |
| X | 301 | 1,159 | 0.0123 | \$130,000 | 0.0138 |
| X | 302 | 967 | 0.0103 | \$105,000 | 0.0112 |
| Y | 101 | 1,016 | 0.0108 | \$120,000 | 0.0128 |
| Y | 102 | 967 | 0.0103 | \$105,000 | 0.0112 |
| Y | 103 | 1,159 | 0.0123 | \$130,000 | 0.0138 |
| Y | 201 | 1,016 | 0.0108 | \$120,000 | 0.0128 |
| Y | 202 | 967 | 0.0103 | \$105,000 | 0.0112 |
| Y | 203 | 1,159 | 0.0123 | \$130,000 | 0.0138 |
| Y | 302 | 967 | 0.0103 | \$110,000 | 0.0117 |
| Y | 303 | 1,159 | 0.0123 | \$130,000 | 0.0138 |
| K | 1 | 2,100 | 0.0223 | \$195,000 | 0.0208 |
| K | 2 | 2,100 | 0.0223 | \$195,000 | 0.0208 |

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**GARDEN GROVE, A CONDOMINIUM
SEVENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| L | 1 | 1,670 | 0.0178 | \$160,000 | 0.0170 |
| L | 2 | 1,670 | 0.0178 | \$155,000 | 0.0165 |
| L | 3 | 1,670 | 0.0178 | \$155,000 | 0.0165 |
| L | 4 | 1,670 | 0.0178 | \$160,000 | 0.0170 |
| M | 1 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| M | 2 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| N | 1 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| N | 2 | 1,540 | 0.0164 | \$150,000 | 0.0159 |
| totals | | 93,968 | 1.0000 | \$9,410,000 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

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**GARDEN GROVE, A CONDOMINIUM
SIXTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |

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**GARDEN GROVE, A CONDOMINIUM
SIXTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |
| J | 1 | 2 | | | |
| J | 2 | 2 | | | |
| J | 3 | 2 | | | |
| J | 4 | 2 | | | |
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 14 | | 25 |

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**GARDEN GROVE, A CONDOMINIUM
SIXTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|------------------------|--------------------|--------------------------------------------------------------------|---------------------------------------|--------------------------------------|----------------------------------------|
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |
| X | 101 | | 32 | | |
| X | 102 | | 50 | | |
| X | 103 | | 35 | | |
| X | 201 | | 33 | | |
| X | 202 | | 51 | | |
| X | 203 | | 34 | | |
| X | 301 | | 52 | | |
| X | 302 | | 49 | | |
| Y | 101 | | 37 | | |
| Y | 102 | | 39 | | |
| Y | 103 | | 46 | | |
| Y | 201 | | 38 | | |
| Y | 202 | | 43 | | |
| Y | 203 | | 44 | | |
| Y | 302 | | 40 | | |

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**GARDEN GROVE, A CONDOMINIUM
SIXTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|------------------------|--------------------|--------------------------------------------------------------------|---------------------------------------|--------------------------------------|----------------------------------------|
| Y | 303 | | 45 | | |
| K | 1 | 2 | | | |
| K | 2 | 2 | | | |
| L | 1 | 2 | | | |
| L | 2 | 2 | | | |
| L | 3 | 2 | | | |
| L | 4 | 2 | | | |
| M | 1 | 2 | | | |
| M | 2 | 2 | | | |
| N | 1 | 2 | | | |
| N | 2 | 2 | | | |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

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**GARDEN GROVE, A CONDOMINIUM
SEVENTH AMENDED EXHIBIT B TO THE DECLARATION (PHASE 5B)**

| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION— NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
|--------------------|----------------|-------------------|------------------------------|-----|----------|------------|----------------------|--------|-------|
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | 1/2 | | | | | |
| K | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 2106 | 400 | 2,506 |
| K | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 2106 | 400 | 2,506 |
| L | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1738 | 400 | 2,138 |
| L | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1738 | 400 | 2,138 |
| L | 3 | 1st & 2nd | 2 | 1 | 3 | 1 | 1738 | 400 | 2,138 |
| L | 4 | 1st & 2nd | 2 | 1 | 3 | 1 | 1738 | 400 | 2,138 |
| M | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |
| M | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |
| N | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |
| N | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,940 |

UNIT SQUARE FOOTAGE AREA NOTES

*Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; based on interior surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

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WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 First Avenue, #625
Seattle, Washington, 98101
(206) 748-0955

DOCUMENT TITLE(S):
NINTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511

GRANTOR(S): (DECLARANT)
METCO HOMES, L.L.C.

GRANTEE(S): (PROJECT NAME)
GARDEN GROVE, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Not yet Assigned

☐ Additional legal is on Exhibit A of the document

**NINTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 30th day of April, 1998.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780 and 980408004; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010 and 9804085001; upon the real property more particularly described in said Declaration.

Whereas, it is desired to amend the Declaration in certain respects to incorporate Phase 8A as part of the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **PHASE AMENDMENT.** Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:

(a) Phase 8A (including the land more particularly described as such Phase in Paragraph 1b of the Ninth Amended Exhibit A attached hereto and incorporated herein by reference, Buildings all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(b) the Floor Location, Unit Description and Unit Square Footage for Phase 8A are set forth in the Eighth Amended Exhibit B attached hereto and incorporated herein by reference.

(c) the Allotted Interests appurtenant to all Units in Phase 8A which have been made a part of the Condominium shall be as set forth in the Eighth Amended Exhibit B-1 attached hereto and incorporated herein by reference.

(d) in order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Seventh Amended Exhibit C attached hereto and incorporated herein by reference.

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2. REFERENCE TO SURVEY MAP AND PLANS. The Amended Survey Map and Plans of the Condominium referred to herein consist of 4 sheets as prepared by Jeffrey T. Treiber, and were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. 9805075002.

3. EFFECTIVE DATE. This Amendment shall take effect upon recording.

4. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metco Homes, L.L.C.

BY:

Mike Mietzner

MIKE MIETZNER, It's Member
(printed name)

STATE OF WASHINGTON §

§

COUNTY OF SNOHOMISH §

§

On this 6th day of May, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MIKE MIETZNER to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Cher L. Standley

NOTARY PUBLIC in and for the State of Washington, residing in Everett, WA

My commission expires: 1-9-01

Print Notary Name: CHER L. STANDLEY

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**GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

b. Legal Description of Phase 8A:

**LOT 25, ACCORDING TO THE BINDING SITE PLAN RECORDED UNDER
SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 9707105001, RECORDS OF
SNOHOMISH COUNTY, WASHINGTON.**

c. Legal Description for Future Phases:

**The land described in all possible phases, less the land described in Phase
1, 2, 3, 4, 5A, 6A, 6B, 5B & 8A.**

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**GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT B TO THE DECLARATION (PHASE 8A)**

| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION— NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
|--------------------|----------------|-------------------|------------------------------|-----|----------|------------|----------------------|--------|-------|
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | 1/2 | | | | | |
| Z | 101 | 1st | 2 | | 3 | 1 | 1159 | | 1,159 |
| Z | 102 | 1st | 2 | | 2 | 1 | 967 | | 967 |
| Z | 103 | 1st | 2 | | 2 | 1 | 1016 | | 1,016 |
| Z | 201 | 2nd | 2 | | 3 | 1 | 1159 | | 1,159 |
| Z | 202 | 2nd | 2 | | 2 | 1 | 967 | | 967 |
| Z | 203 | 2nd | 2 | | 2 | 1 | 1016 | | 1,016 |

UNIT SQUARE FOOTAGE AREA NOTES

*Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; based on interior surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

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**GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE I-3, 4, 5A, 6A, 6B, 5B, 8A)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| A | 1 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| A | 2 | 1,840 | 0.0184 | \$170,000 | 0.0169 |
| B | 1 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| B | 2 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| C | 1 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| C | 2 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| D | 1 | 2,100 | 0.0209 | \$195,000 | 0.0193 |
| D | 2 | 2,100 | 0.0209 | \$195,000 | 0.0193 |
| V | 101 | 1,159 | 0.0116 | \$125,000 | 0.0124 |
| V | 102 | 963 | 0.0096 | \$105,000 | 0.0104 |
| V | 103 | 927 | 0.0092 | \$100,000 | 0.0099 |
| V | 104 | 927 | 0.0092 | \$110,000 | 0.0109 |
| V | 201 | 1,159 | 0.0116 | \$130,000 | 0.0128 |
| V | 202 | 963 | 0.0096 | \$105,000 | 0.0104 |
| V | 203 | 927 | 0.0092 | \$100,000 | 0.0099 |
| V | 204 | 927 | 0.0092 | \$110,000 | 0.0109 |
| E | 1 | 1,518 | 0.0151 | \$150,000 | 0.0148 |
| E | 2 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| F | 1 | 1,518 | 0.0151 | \$150,000 | 0.0148 |
| F | 2 | 1,518 | 0.0151 | \$150,000 | 0.0148 |

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GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT B-1 TO THE DECLARATION
 (PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A)

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|--------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| G | 1 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| G | 2 | 1,518 | 0.0151 | \$150,000 | 0.0148 |
| H | 1 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| H | 2 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| U | 1 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| U | 2 | 1,518 | 0.0151 | \$145,000 | 0.0143 |
| U | 3 | 1,518 | 0.0151 | \$145,000 | 0.0143 |
| U | 4 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| I | 1 | 1,840 | 0.0184 | \$170,000 | 0.0168 |
| I | 2 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| J | 1 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| J | 2 | 1,518 | 0.0151 | \$145,000 | 0.0143 |
| J | 3 | 1,518 | 0.0151 | \$145,000 | 0.0143 |
| J | 4 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| W | 101 | 1,140 | 0.0114 | \$125,000 | 0.0124 |
| W | 102 | 1,194 | 0.0119 | \$120,000 | 0.0119 |
| W | 103 | 1,194 | 0.0119 | \$120,000 | 0.0119 |
| W | 104 | 1,140 | 0.0114 | \$125,000 | 0.0124 |
| W | 201 | 1,540 | 0.0154 | \$130,000 | 0.0128 |
| W | 202 | 1,412 | 0.0141 | \$125,000 | 0.0124 |

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GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT B-1 TO THE DECLARATION
 (PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A)

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| W | 203 | 1,412 | 0.0141 | \$125,000 | 0.0124 |
| W | 204 | 1,540 | 0.0154 | \$130,000 | 0.0128 |
| X | 101 | 1,159 | 0.0116 | \$130,000 | 0.0128 |
| X | 102 | 967 | 0.0096 | \$105,000 | 0.0104 |
| X | 103 | 1,016 | 0.0101 | \$120,000 | 0.0119 |
| X | 201 | 1,159 | 0.0116 | \$130,000 | 0.0128 |
| X | 202 | 967 | 0.0096 | \$105,000 | 0.0104 |
| X | 203 | 1,016 | 0.0101 | \$120,000 | 0.0119 |
| X | 301 | 1,159 | 0.0116 | \$130,000 | 0.0128 |
| X | 302 | 967 | 0.0096 | \$105,000 | 0.0104 |
| Y | 101 | 1,016 | 0.0101 | \$120,000 | 0.0119 |
| Y | 102 | 967 | 0.0096 | \$105,000 | 0.0104 |
| Y | 103 | 1,159 | 0.0116 | \$130,000 | 0.0128 |
| Y | 201 | 1,016 | 0.0101 | \$120,000 | 0.0119 |
| Y | 202 | 967 | 0.0096 | \$105,000 | 0.0104 |
| Y | 203 | 1,159 | 0.0116 | \$130,000 | 0.0128 |
| Y | 302 | 967 | 0.0096 | \$110,000 | 0.0109 |
| Y | 303 | 1,159 | 0.0116 | \$130,000 | 0.0128 |
| K | 1 | 2,100 | 0.0209 | \$195,000 | 0.0193 |
| K | 2 | 2,100 | 0.0209 | \$195,000 | 0.0193 |

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**GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| L | 1 | 1,670 | 0.0167 | \$160,000 | 0.0158 |
| L | 2 | 1,670 | 0.0167 | \$155,000 | 0.0153 |
| L | 3 | 1,670 | 0.0167 | \$155,000 | 0.0153 |
| L | 4 | 1,670 | 0.0167 | \$160,000 | 0.0158 |
| M | 1 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| M | 2 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| N | 1 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| N | 2 | 1,540 | 0.0154 | \$150,000 | 0.0148 |
| Z | 101 | 1,159 | 0.0116 | \$130,000 | 0.0128 |
| Z | 102 | 967 | 0.0095 | \$105,000 | 0.0104 |
| Z | 103 | 1,016 | 0.0101 | \$120,000 | 0.0119 |
| Z | 201 | 1,159 | 0.0116 | \$130,000 | 0.0128 |
| Z | 202 | 967 | 0.0095 | \$105,000 | 0.0104 |
| Z | 203 | 1,016 | 0.0101 | \$120,000 | 0.0119 |
| totals | | 100,252 | 1.0000 | \$10,120,000 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

9805070136

**GARDEN GROVE, A CONDOMINIUM
SEVENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |

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**GARDEN GROVE, A CONDOMINIUM
SEVENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |
| J | 1 | 2 | | | |
| J | 2 | 2 | | | |
| J | 3 | 2 | | | |
| J | 4 | 2 | | | |
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 14 | | 25 |

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**GARDEN GROVE, A CONDOMINIUM
SEVENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| Y | 303 | | 45 | | |
| K | 1 | 2 | | | |
| K | 2 | 2 | | | |
| L | 1 | 2 | | | |
| L | 2 | 2 | | | |
| L | 3 | 2 | | | |
| L | 4 | 2 | | | |
| M | 1 | 2 | | | |
| M | 2 | 2 | | | |
| N | 1 | 2 | | | |
| N | 2 | 2 | | | |
| Z | 101 | | 61 | | |
| Z | 102 | | 58 | | |
| Z | 103 | | 64 | | |
| Z | 201 | | 62 | | |
| Z | 202 | | 59 | | |
| Z | 203 | | 63 | | |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

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**GARDEN GROVE, A CONDOMINIUM
SEVENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|------------------------|--------------------|---------------------------------------------------------------------|---------------------------------------|--------------------------------------|----------------------------------------|
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |
| X | 101 | | 32 | | |
| X | 102 | | 50 | | |
| X | 103 | | 35 | | |
| X | 201 | | 33 | | |
| X | 202 | | 51 | | |
| X | 203 | | 34 | | |
| X | 301 | | 52 | | |
| X | 302 | | 49 | | |
| Y | 101 | | 37 | | |
| Y | 102 | | 39 | | |
| Y | 103 | | 46 | | |
| Y | 201 | | 38 | | |
| Y | 202 | | 43 | | |
| Y | 203 | | 44 | | |
| Y | 302 | | 40 | | |

9805070136

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06/10/98 10:58
p.0010 Recorded
Snohomish County

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 First Avenue, #625
Seattle, Washington, 98101
(206) 748-0955

DOCUMENT TITLE(S):
TENTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511

GRANTOR(S): (DECLARANT)
METCO HOMES, L.L.C.

GRANTEE(S): (PROJECT NAME)
GARDEN GROVE, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Additional legal is on Exhibit A of the document

**TENTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 8th day of June, 1998.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004 and 9805070136; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001 and 9805075002; upon the real property more particularly described in said Declaration.

Whereas, it is desired to amend the Declaration in certain respects to incorporate Phase 7 as part of the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **PHASE AMENDMENT.** Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:

(a) Phase 7 (including the land more particularly described as such Phase in Paragraph 1b of the Tenth Amended Exhibit A attached hereto and incorporated herein by reference, Buildings all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(b) the Floor Location, Unit Description and Unit Square Footage for Phase 7 are set forth in the Ninth Amended Exhibit B attached hereto and incorporated herein by reference.

(c) the Allocated Interests appurtenant to all Units in Phase 7 which have been made a part of the Condominium shall be as set forth in the Ninth Amended Exhibit B-1 attached hereto and incorporated herein by reference.

2. **REFERENCE TO SURVEY MAP AND PLANS.** The Amended Survey Map and Plans of the Condominium referred to herein consist of 5 sheets as prepared by Jeffrey T. Treiber, and were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. _____.

3. **EFFECTIVE DATE.** This Amendment shall take effect upon recording.

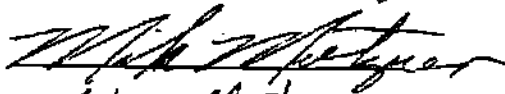
9806100100

4. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metco Homes, L.L.C.

BY:



Mike Mietzner, It's Member
(printed name)

STATE OF WASHINGTON

§

§

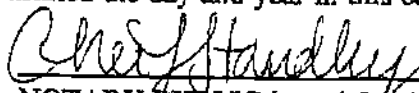
COUNTY OF SNOHOMISH

§

On this 9th day of JUNE, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MIKE MIETZNER to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.




NOTARY PUBLIC in and for the State of
Washington, residing in Everett, WA
My commission expires: 1-9-01
Print Notary Name: Cher L. Standley

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**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

b. Legal Description of Phase 7:

LOTS 9 AND 20, ACCORDING TO THE BINDING SITE PLAN RECORDED
UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 9707105001,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

c. Legal Description for Future Phases:

The land described in all possible phases, less the land described in Phase
1, 2, 3, 4, 5A, 6A, 6B, 5B, 7 & 8A.

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| GARDEN GROVE, A CONDOMINIUM NINTH AMENDED EXHIBIT B TO THE DECLARATION (PHASE 7) | | | | | | | | | |
|-------------------------------------------------------------------------------------|----------------|-------------------|-------------------------------|---|----------|------------|----------------------|--------|-------|
| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION-- NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | ½ | | | | | |
| O | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,952 |
| O | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1518 | 400 | 1,930 |
| O | 3 | 1st & 2nd | 2 | 1 | 3 | 1 | 1518 | 400 | 1,930 |
| O | 4 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,952 |
| Q | 1 | 1st & 2nd | 2 | 1 | 2 | 1 | 1840 | 400 | 2,110 |
| Q | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,952 |

UNIT SQUARE FOOTAGE AREA NOTES

*Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; based on interior surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

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**GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|--------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| A | 1 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| A | 2 | 1,840 | 0.0168 | \$170,000 | 0.0154 |
| B | 1 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| B | 2 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| C | 1 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| C | 2 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| D | 1 | 2,100 | 0.0191 | \$195,000 | 0.0177 |
| D | 2 | 2,100 | 0.0191 | \$195,000 | 0.0177 |
| V | 101 | 1,159 | 0.0106 | \$125,000 | 0.0113 |
| V | 102 | 963 | 0.0088 | \$105,000 | 0.0095 |
| V | 103 | 927 | 0.0085 | \$100,000 | 0.0091 |
| V | 104 | 927 | 0.0085 | \$110,000 | 0.0100 |
| V | 201 | 1,159 | 0.0106 | \$130,000 | 0.0118 |
| V | 202 | 963 | 0.0088 | \$105,000 | 0.0095 |
| V | 203 | 927 | 0.0085 | \$100,000 | 0.0091 |
| V | 204 | 927 | 0.0085 | \$110,000 | 0.0100 |
| E | 1 | 1,518 | 0.0138 | \$150,000 | 0.0136 |
| E | 2 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| F | 1 | 1,518 | 0.0138 | \$150,000 | 0.0136 |
| F | 2 | 1,518 | 0.0138 | \$150,000 | 0.0136 |

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GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7)

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| G | 1 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| G | 2 | 1,518 | 0.0138 | \$150,000 | 0.0136 |
| H | 1 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| H | 2 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| U | 1 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| U | 2 | 1,518 | 0.0138 | \$145,000 | 0.0131 |
| U | 3 | 1,518 | 0.0138 | \$145,000 | 0.0131 |
| U | 4 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| I | 1 | 1,840 | 0.0168 | \$170,000 | 0.0154 |
| I | 2 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| J | 1 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| J | 2 | 1,518 | 0.0138 | \$145,000 | 0.0131 |
| J | 3 | 1,518 | 0.0138 | \$145,000 | 0.0131 |
| J | 4 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| W | 101 | 1,140 | 0.0104 | \$125,000 | 0.0113 |
| W | 102 | 1,194 | 0.0109 | \$120,000 | 0.0109 |
| W | 103 | 1,194 | 0.0109 | \$120,000 | 0.0109 |
| W | 104 | 1,140 | 0.0104 | \$125,000 | 0.0113 |
| W | 201 | 1,540 | 0.0140 | \$130,000 | 0.0118 |
| W | 202 | 1,412 | 0.0129 | \$125,000 | 0.0113 |

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GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7)

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|--------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| W | 203 | 1,412 | 0.0129 | \$125,000 | 0.0113 |
| W | 204 | 1,540 | 0.0140 | \$130,000 | 0.0118 |
| X | 101 | 1,159 | 0.0106 | \$130,000 | 0.0118 |
| X | 102 | 967 | 0.0088 | \$105,000 | 0.0095 |
| X | 103 | 1,016 | 0.0093 | \$120,000 | 0.0109 |
| X | 201 | 1,159 | 0.0106 | \$130,000 | 0.0118 |
| X | 202 | 967 | 0.0088 | \$105,000 | 0.0095 |
| X | 203 | 1,016 | 0.0093 | \$120,000 | 0.0109 |
| X | 301 | 1,159 | 0.0106 | \$130,000 | 0.0118 |
| X | 302 | 967 | 0.0088 | \$105,000 | 0.0095 |
| Y | 101 | 1,016 | 0.0093 | \$120,000 | 0.0109 |
| Y | 102 | 967 | 0.0088 | \$105,000 | 0.0095 |
| Y | 103 | 1,159 | 0.0106 | \$130,000 | 0.0118 |
| Y | 201 | 1,016 | 0.0093 | \$120,000 | 0.0109 |
| Y | 202 | 967 | 0.0088 | \$105,000 | 0.0095 |
| Y | 203 | 1,159 | 0.0106 | \$130,000 | 0.0118 |
| Y | 302 | 967 | 0.0088 | \$110,000 | 0.0100 |
| Y | 303 | 1,159 | 0.0106 | \$130,000 | 0.0118 |
| K | 1 | 2,100 | 0.0191 | \$195,000 | 0.0177 |
| K | 2 | 2,100 | 0.0191 | \$195,000 | 0.0177 |

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GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT B-1 TO THE DECLARATION
 (PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7)

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|--------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| L | 1 | 1,670 | 0.0152 | \$160,000 | 0.0145 |
| L | 2 | 1,670 | 0.0152 | \$155,000 | 0.0140 |
| L | 3 | 1,670 | 0.0152 | \$155,000 | 0.0140 |
| L | 4 | 1,670 | 0.0152 | \$160,000 | 0.0145 |
| M | 1 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| M | 2 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| N | 1 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| N | 2 | 1,540 | 0.0140 | \$150,000 | 0.0136 |
| Z | 101 | 1,159 | 0.0106 | \$130,000 | 0.0118 |
| Z | 102 | 967 | 0.0088 | \$105,000 | 0.0095 |
| Z | 103 | 1,016 | 0.0093 | \$120,000 | 0.0109 |
| Z | 201 | 1,159 | 0.0106 | \$130,000 | 0.0118 |
| Z | 202 | 967 | 0.0088 | \$105,000 | 0.0094 |
| Z | 203 | 1,016 | 0.0093 | \$120,000 | 0.0108 |
| O | 1 | 1540 | 0.0140 | \$150,000 | 0.0135 |
| O | 2 | 1540 | 0.0140 | \$150,000 | 0.0135 |
| O | 3 | 1540 | 0.0140 | \$150,000 | 0.0135 |
| O | 4 | 1540 | 0.0140 | \$150,000 | 0.0135 |
| Q | 1 | 1752 | 0.0160 | \$170,000 | 0.0153 |
| Q | 2 | 1540 | 0.0140 | \$150,000 | 0.0135 |

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| GARDEN GROVE, A CONDOMINIUM NINTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7) | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------|--------------------------------------------------------------------|---------------------------|------------------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| totals | | 109704 | 1.0000 | \$11,040,000 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

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08/03/98 10:02
p.0010 Recorded
Snohomish County

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 First Avenue, #625
Seattle, Washington, 98101
(206) 748-0955

9808030048

DOCUMENT TITLE(S):
ELEVENTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511

GRANTOR(S): (DECLARANT)
METCO HOMES, L.L.C.

GRANTEE(S): (PROJECT NAME)
GARDEN GROVE, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Additional legal is on Exhibit A of the document

**ELEVENTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 8th day of June, 1998.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004, 9805070136 and 9806100100; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001, 9805075002 and 9806105001; upon the real property more particularly described in said Declaration.

Whereas, it is desired to amend the Declaration in certain respects to incorporate Phase 7 as part of the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. PHASE AMENDMENT. Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:

(a) Phase 9 (including the land more particularly described as such Phase in Paragraph 1b of the Eleventh Amended Exhibit A attached hereto and incorporated herein by reference, Buildings all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(b) the Floor Location, Unit Description and Unit Square Footage for Phase 9 are set forth in the Tenth Amended Exhibit B attached hereto and incorporated herein by reference.

(c) the Allocated Interests appurtenant to all Units in Phase 9 which have been made a part of the Condominium shall be as set forth in the Tenth Amended Exhibit B-1 attached hereto and incorporated herein by reference.

2. REFERENCE TO SURVEY MAP AND PLANS. The Amended Survey Map and Plans of the Condominium referred to herein consist of 7 sheets as prepared by Jeffrey T. Treiber, and were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. 9808035009

3. EFFECTIVE DATE. This Amendment shall take effect upon recording.

4. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above

7/30/98

PAWPDATA\CDOC\METCO\195013AM.11T

9808030048

given.

DECLARANT: Metco Homes, L.L.C.

BY:

Mike Mietzner

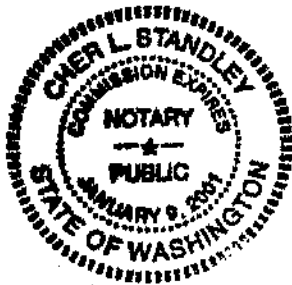
Mike Mietzner, It's Member
(printed name)

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 3rd day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MIKE MIETZNER to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Cher L. Standley
NOTARY PUBLIC in and for the State of
Washington, residing in Everett, WA
My commission expires: 1-9-01
Print Notary Name: Cher L. Standley

9808030048

**GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

b. Legal Description of Phase 9:

**LOTS 18, 19, 21 AND 25, ACCORDING TO THE BINDING SITE PLAN RECORDED UNDER
SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 9707105001, RECORDS OF SNOHOMISH
COUNTY, WASHINGTON.**

c. Legal Description for Future Phases:

**The land described in all possible phases, less the land described in Phase 1 , 2, 3, 4, 5A,
6A, 6B, 5B, 7, 8A & 9.**

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7/30/98

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**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT B TO THE DECLARATION (PHASE 7)**

| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION-- NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
|-----------------|-------------|----------------|-------------------------------|---|----------|------------|----------------------|--------|-------|
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | ½ | | | | | |
| R | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,952 |
| R | 2 | 1st & 2nd | 2 | 1 | 2 | 1 | 1840 | 400 | 2,110 |
| S | 1 | 1st & 2nd | 2 | 1 | 2 | 1 | 1840 | 400 | 2,110 |
| S | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1540 | 400 | 1,952 |
| T | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 2106 | 400 | 2,506 |
| T | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 2106 | 400 | 2,506 |
| AA | 101 | 1st | 2 | | 2 | 1 | 1140 | 200 | 1,340 |
| AA | 102 | 1st | 2 | | 2 | 1 | 1194 | 200 | 1,394 |
| AA | 103 | 1st | 2 | | 2 | 1 | 1194 | 200 | 1,394 |
| AA | 104 | 1st | 2 | | 2 | 1 | 1140 | 200 | 1,340 |
| AA | 201 | 2nd | 2 | | 2 | 1 | 1540 | 200 | 1,752 |
| AA | 202 | 2nd | 2 | | 3 | 1 | 1412 | 200 | 1,612 |
| AA | 203 | 2nd | 2 | | 3 | 1 | 1412 | 200 | 1,612 |
| AA | 204 | 2nd | 2 | | 2 | 1 | 1540 | 200 | 1,752 |

UNIT SQUARE FOOTAGE AREA NOTES

*Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; based on interior surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

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**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7, 9)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| A | 1 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| A | 2 | 1,840 | 0.0140 | \$170,000 | 0.0132 |
| B | 1 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| B | 2 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| C | 1 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| C | 2 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| D | 1 | 2,100 | 0.0160 | \$195,000 | 0.0152 |
| D | 2 | 2,100 | 0.0160 | \$195,000 | 0.0152 |
| V | 101 | 1,159 | 0.0088 | \$125,000 | 0.0097 |
| V | 102 | 963 | 0.0073 | \$105,000 | 0.0082 |
| V | 103 | 927 | 0.0071 | \$100,000 | 0.0078 |
| V | 104 | 927 | 0.0071 | \$110,000 | 0.0086 |
| V | 201 | 1,159 | 0.0088 | \$130,000 | 0.0101 |
| V | 202 | 963 | 0.0073 | \$105,000 | 0.0082 |
| V | 203 | 927 | 0.0071 | \$100,000 | 0.0078 |
| V | 204 | 927 | 0.0071 | \$110,000 | 0.0086 |
| E | 1 | 1,518 | 0.0116 | \$150,000 | 0.0117 |
| E | 2 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| F | 1 | 1,518 | 0.0116 | \$150,000 | 0.0117 |
| F | 2 | 1,518 | 0.0116 | \$150,000 | 0.0117 |

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**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7, 9)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| G | 1 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| G | 2 | 1,518 | 0.0116 | \$150,000 | 0.0117 |
| H | 1 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| H | 2 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| U | 1 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| U | 2 | 1,518 | 0.0116 | \$145,000 | 0.0113 |
| U | 3 | 1,518 | 0.0116 | \$145,000 | 0.0113 |
| U | 4 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| I | 1 | 1,840 | 0.0140 | \$170,000 | 0.0132 |
| I | 2 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| J | 1 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| J | 2 | 1,518 | 0.0116 | \$145,000 | 0.0113 |
| J | 3 | 1,518 | 0.0116 | \$145,000 | 0.0113 |
| J | 4 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| W | 101 | 1,140 | 0.0087 | \$125,000 | 0.0097 |
| W | 102 | 1,194 | 0.0091 | \$120,000 | 0.0093 |
| W | 103 | 1,194 | 0.0091 | \$120,000 | 0.0093 |
| W | 104 | 1,140 | 0.0087 | \$125,000 | 0.0097 |
| W | 201 | 1,540 | 0.0118 | \$130,000 | 0.0101 |
| W | 202 | 1,412 | 0.0108 | \$125,000 | 0.0097 |

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**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7, 9)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| W | 203 | 1,412 | 0.0108 | \$125,000 | 0.0097 |
| W | 204 | 1,540 | 0.0118 | \$130,000 | 0.0101 |
| X | 101 | 1,159 | 0.0088 | \$130,000 | 0.0101 |
| X | 102 | 967 | 0.0074 | \$105,000 | 0.0082 |
| X | 103 | 1,016 | 0.0078 | \$120,000 | 0.0093 |
| X | 201 | 1,159 | 0.0088 | \$130,000 | 0.0101 |
| X | 202 | 967 | 0.0074 | \$105,000 | 0.0082 |
| X | 203 | 1,016 | 0.0078 | \$120,000 | 0.0093 |
| X | 301 | 1,159 | 0.0088 | \$130,000 | 0.0101 |
| X | 302 | 967 | 0.0074 | \$105,000 | 0.0082 |
| Y | 101 | 1,016 | 0.0078 | \$120,000 | 0.0093 |
| Y | 102 | 967 | 0.0074 | \$105,000 | 0.0082 |
| Y | 103 | 1,159 | 0.0088 | \$130,000 | 0.0101 |
| Y | 201 | 1,016 | 0.0078 | \$120,000 | 0.0093 |
| Y | 202 | 967 | 0.0074 | \$105,000 | 0.0082 |
| Y | 203 | 1,159 | 0.0088 | \$130,000 | 0.0101 |
| Y | 302 | 967 | 0.0074 | \$110,000 | 0.0086 |
| Y | 303 | 1,159 | 0.0088 | \$130,000 | 0.0101 |
| K | 1 | 2,100 | 0.0160 | \$195,000 | 0.0152 |
| K | 2 | 2,100 | 0.0160 | \$195,000 | 0.0152 |

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GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7, 9)

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| L | 1 | 1,670 | 0.0127 | \$160,000 | 0.0125 |
| L | 2 | 1,670 | 0.0127 | \$155,000 | 0.0121 |
| L | 3 | 1,670 | 0.0127 | \$155,000 | 0.0121 |
| L | 4 | 1,670 | 0.0127 | \$160,000 | 0.0125 |
| M | 1 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| M | 2 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| N | 1 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| N | 2 | 1,540 | 0.0118 | \$150,000 | 0.0117 |
| Z | 101 | 1,159 | 0.0088 | \$130,000 | 0.0101 |
| Z | 102 | 967 | 0.0074 | \$105,000 | 0.0082 |
| Z | 103 | 1,016 | 0.0078 | \$120,000 | 0.0093 |
| Z | 201 | 1,159 | 0.0088 | \$130,000 | 0.0101 |
| Z | 202 | 967 | 0.0074 | \$105,000 | 0.0082 |
| Z | 203 | 1,016 | 0.0078 | \$120,000 | 0.0093 |
| O | 1 | 1540 | 0.0118 | \$150,000 | 0.0117 |
| O | 2 | 1540 | 0.0118 | \$150,000 | 0.0117 |
| O | 3 | 1540 | 0.0118 | \$150,000 | 0.0117 |
| O | 4 | 1540 | 0.0118 | \$150,000 | 0.0117 |
| Q | 1 | 1752 | 0.0134 | \$170,000 | 0.0132 |
| Q | 2 | 1540 | 0.0118 | \$150,000 | 0.0117 |

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GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7, 9)

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| R | 1 | 1540 | 0.0118 | \$150,000 | 0.0117 |
| R | 2 | 1752 | 0.0134 | \$170,000 | 0.0132 |
| S | 1 | 1752 | 0.0134 | \$170,000 | 0.0132 |
| S | 2 | 1540 | 0.0118 | \$150,000 | 0.0117 |
| T | 1 | 2100 | 0.0160 | \$195,000 | 0.0152 |
| T | 2 | 2100 | 0.0160 | \$195,000 | 0.0152 |
| AA | 101 | 1140 | 0.0087 | \$125,000 | 0.0097 |
| AA | 102 | 1194 | 0.0091 | \$120,000 | 0.0093 |
| AA | 103 | 1194 | 0.0091 | \$12,000 | 0.0008 |
| AA | 104 | 1140 | 0.0087 | \$12,500 | 0.0009 |
| AA | 201 | 1540 | 0.0118 | \$130,000 | 0.0100 |
| AA | 202 | 1412 | 0.0107 | \$125,000 | 0.0096 |
| AA | 203 | 1412 | 0.0107 | \$125,000 | 0.0096 |
| AA | 204 | 1540 | 0.0117 | \$130,000 | 0.0100 |
| totals | | 131060 | 1.0000 | \$12,849,500 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

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9712045601
9801155611
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9803095610
9804085001
9805075602
9808035609
9809235003

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 First Avenue, #625
Seattle, Washington, 98101
(206) 748-0955

DOCUMENT TITLE(S):
TWELFTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511

GRANTOR(S): (DECLARANT)
METCO HOMES, L.L.C.

GRANTEE(S): (PROJECT NAME)
GARDEN GROVE, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Additional legal is on Exhibit A of the document

TWELFTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 8th day of June, 1998.
RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004, 9805070136, 9806100100 and 9808030048; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001, 9805075002, 9806105001 and 9808035009; upon the real property more particularly described in said Declaration.

Whereas, it is desired to amend the Declaration in certain respects to incorporate Phase 7 as part of the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. PHASE AMENDMENT. Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:

(a) Phase 10 (including the land more particularly described as such Phase in Paragraph 1b of the Twelfth Amended Exhibit A attached hereto and incorporated herein by reference, all Buildings and all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium; said Twelfth Amended Exhibit A also corrects and restates the legal description of Phase 9;

(b) the Floor Location, Unit Description and Unit Square Footage for Phase 10 are set forth in the Eleventh Amended Exhibit B attached hereto and incorporated herein by reference.

(c) the Allocated Interests appurtenant to all Units in Phase 10 which have been made a part of the Condominium shall be as set forth in the Eleventh Amended Exhibit B-1 attached hereto and incorporated herein by reference.

2. REFERENCE TO SURVEY MAP AND PLANS. The Amended Survey Map and Plans of the Condominium referred to herein consist of 6 sheets as prepared by Jeffrey T. Traibor, and were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. 9809235003

3. EFFECTIVE DATE. This Amendment shall take effect upon recording.

4. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above

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given.

DECLARANT: Metco Homes, L.L.C.

BY: Jeff Metzner

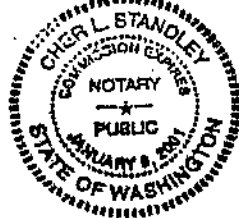
Jeff Metzner, It's Member
(printed name)

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 23rd day of SEPTEMBER, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JEFF METZNER to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Cheryl Standley
NOTARY PUBLIC in and for the State of
Washington, residing in Everett, WA
My commission expires: 1-9-01
Print Notary Name: Cheryl L. Standley

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GARDEN GROVE, A CONDOMINIUM
TWELFTH AMENDED EXHIBIT A
TO THE DECLARATION

1. Description of Real Property included in Condominium:

b. Legal Description of Phase 9:

LOTS 18, 19, 21 AND 24, ACCORDING TO THE BINDING SITE PLAN RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 9707105001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Legal Description of Phase 10:

LOTS 22, 23 and 30, ACCORDING TO THE BINDING SITE PLAN RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 9707105001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

c. Legal Description for Future Phases:

The land described in all possible phases, less the land described in Phase 1, 2, 3, 4, 5A, 5B, 6A, 6B, 7, 8A, 9 & 10.

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**GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT B TO THE DECLARATION (PHASE 10)**

| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION—NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
|--------------------|----------------|-------------------|-----------------------------|---|----------|------------|----------------------|--------|-------|
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | ½ | | | | | |
| P | 1 | 1st & 2nd | 2 | 1 | 3 | 1 | 1670 | 400 | 2,070 |
| P | 2 | 1st & 2nd | 2 | 1 | 3 | 1 | 1670 | 400 | 2,070 |
| P | 3 | 1st & 2nd | 2 | 1 | 3 | 1 | 1670 | 400 | 2,070 |
| P | 4 | 1st & 2nd | 2 | 1 | 3 | 1 | 1670 | 400 | 2,070 |
| BB | 101 | 1st | 2 | | 2 | 1 | 1140 | 200 | 1,340 |
| BB | 102 | 1st | 2 | | 2 | 1 | 1194 | 200 | 1,394 |
| BB | 103 | 1st | 2 | | 2 | 1 | 1194 | 200 | 1,394 |
| BB | 104 | 1st | 2 | | 2 | 1 | 1140 | 200 | 1,340 |
| BB | 201 | 2nd | 2 | | 2 | 1 | 1540 | 200 | 1,740 |
| BB | 202 | 2nd | 2 | | 3 | 1 | 1412 | 200 | 1,612 |
| BB | 203 | 2nd | 2 | | 3 | 1 | 1412 | 200 | 1,612 |
| BB | 204 | 2nd | 2 | | 2 | 1 | 1540 | 200 | 1,740 |

UNIT SQUARE FOOTAGE AREA NOTES

*Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; based on intergrade surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

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GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
 (PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7, 9, 10)

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
|-----------------|-------------|-----------|------------------------------------------------|----------------|------------------------------------------|
| A | 1 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| A | 2 | 1,840 | 0.0124 | \$170,000 | 0.0117 |
| B | 1 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| B | 2 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| C | 1 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| C | 2 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| D | 1 | 2,100 | 0.0142 | \$195,000 | 0.0135 |
| D | 2 | 2,100 | 0.0142 | \$195,000 | 0.0135 |
| V | 101 | 1,159 | 0.0078 | \$125,000 | 0.0086 |
| V | 102 | 963 | 0.0065 | \$105,000 | 0.0073 |
| V | 103 | 927 | 0.0063 | \$100,000 | 0.0069 |
| V | 104 | 927 | 0.0063 | \$110,000 | 0.0076 |
| V | 201 | 1,159 | 0.0078 | \$130,000 | 0.0090 |
| V | 202 | 963 | 0.0065 | \$105,000 | 0.0073 |
| V | 203 | 927 | 0.0063 | \$100,000 | 0.0069 |
| V | 204 | 927 | 0.0063 | \$110,000 | 0.0076 |
| E | 1 | 1,518 | 0.0102 | \$150,000 | 0.0104 |
| E | 2 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| F | 1 | 1,518 | 0.0102 | \$150,000 | 0.0104 |
| F | 2 | 1,518 | 0.0102 | \$150,000 | 0.0104 |

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| GARDEN GROVE, A CONDOMINIUM ELEVENTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7, 9, 10) | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| G | 1 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| G | 2 | 1,518 | 0.0102 | \$150,000 | 0.0104 |
| H | 1 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| H | 2 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| U | 1 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| U | 2 | 1,518 | 0.0102 | \$145,000 | 0.0100 |
| U | 3 | 1,518 | 0.0102 | \$145,000 | 0.0100 |
| U | 4 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| I | 1 | 1,840 | 0.0124 | \$170,000 | 0.0117 |
| I | 2 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| J | 1 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| J | 2 | 1,518 | 0.0102 | \$145,000 | 0.0100 |
| J | 3 | 1,518 | 0.0102 | \$145,000 | 0.0100 |
| J | 4 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| W | 101 | 1,140 | 0.0077 | \$125,000 | 0.0086 |
| W | 102 | 1,194 | 0.0081 | \$120,000 | 0.0083 |
| W | 103 | 1,194 | 0.0081 | \$120,000 | 0.0083 |
| W | 104 | 1,140 | 0.0077 | \$125,000 | 0.0086 |
| W | 201 | 1,540 | 0.0104 | \$130,000 | 0.0090 |
| W | 202 | 1,412 | 0.0095 | \$125,000 | 0.0086 |

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**GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7, 9, 10)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* <small>Common Expenses & Votes</small> | DECLARED VALUE | ALLOCATED INTERESTS** <small>Common Elements</small> |
|--------------------|----------------|--------------|---------------------------------------------------------------------------|-------------------|------------------------------------------------------------|
| W | 203 | 1,412 | 0.0095 | \$125,000 | 0.0086 |
| W | 204 | 1,540 | 0.0104 | \$130,000 | 0.0090 |
| X | 101 | 1,159 | 0.0078 | \$130,000 | 0.0090 |
| X | 102 | 967 | 0.0065 | \$105,000 | 0.0073 |
| X | 103 | 1,016 | 0.0069 | \$120,000 | 0.0083 |
| X | 201 | 1,159 | 0.0078 | \$130,000 | 0.0090 |
| X | 202 | 967 | 0.0065 | \$105,000 | 0.0073 |
| X | 203 | 1,016 | 0.0069 | \$120,000 | 0.0083 |
| X | 301 | 1,159 | 0.0078 | \$130,000 | 0.0090 |
| X | 302 | 967 | 0.0065 | \$105,000 | 0.0073 |
| Y | 101 | 1,016 | 0.0069 | \$120,000 | 0.0083 |
| Y | 102 | 967 | 0.0065 | \$105,000 | 0.0073 |
| Y | 103 | 1,159 | 0.0078 | \$130,000 | 0.0090 |
| Y | 201 | 1,016 | 0.0069 | \$120,000 | 0.0083 |
| Y | 202 | 967 | 0.0065 | \$105,000 | 0.0073 |
| Y | 203 | 1,159 | 0.0078 | \$130,000 | 0.0090 |
| Y | 302 | 967 | 0.0065 | \$110,000 | 0.0076 |
| Y | 303 | 1,159 | 0.0078 | \$130,000 | 0.0090 |
| K | 1 | 2,100 | 0.0142 | \$195,000 | 0.0135 |
| K | 2 | 2,100 | 0.0142 | \$195,000 | 0.0135 |

9809230452

**GARDEN GROVE, A. CONDOMINIUM
ELEVENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7, 9, 10)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* <small>Common Expense & Votes</small> | DECLARED VALUE | ALLOCATED INTERESTS** <small>Common Elements</small> |
|--------------------|----------------|--------------|--------------------------------------------------------------------------|-------------------|------------------------------------------------------------|
| L | 1 | 1,670 | 0.0113 | \$160,000 | 0.0111 |
| L | 2 | 1,670 | 0.0113 | \$155,000 | 0.0107 |
| L | 3 | 1,670 | 0.0113 | \$155,000 | 0.0107 |
| L | 4 | 1,670 | 0.0113 | \$160,000 | 0.0111 |
| M | 1 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| M | 2 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| N | 1 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| N | 2 | 1,540 | 0.0104 | \$150,000 | 0.0104 |
| Z | 101 | 1,159 | 0.0078 | \$130,000 | 0.0090 |
| Z | 102 | 967 | 0.0065 | \$105,000 | 0.0073 |
| Z | 103 | 1,016 | 0.0069 | \$120,000 | 0.0083 |
| Z | 201 | 1,159 | 0.0078 | \$130,000 | 0.0090 |
| Z | 202 | 967 | 0.0065 | \$105,000 | 0.0073 |
| Z | 203 | 1,016 | 0.0069 | \$120,000 | 0.0083 |
| O | 1 | 1540 | 0.0104 | \$150,000 | 0.0104 |
| O | 2 | 1540 | 0.0104 | \$150,000 | 0.0104 |
| O | 3 | 1540 | 0.0104 | \$150,000 | 0.0104 |
| O | 4 | 1540 | 0.0104 | \$150,000 | 0.0104 |
| Q | 1 | 1752 | 0.0118 | \$170,000 | 0.0117 |
| Q | 2 | 1540 | 0.0104 | \$150,000 | 0.0104 |

9809230452

**GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT B-1 TO THE DECLARATION
(PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7, 9, 10)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* <small>Common Expense & Votes</small> | DECLARED VALUE | ALLOCATED INTERESTS** <small>Common Elements</small> |
|--------------------|----------------|--------------|--------------------------------------------------------------------------|-------------------|------------------------------------------------------------|
| R | 1 | 1540 | 0.0104 | \$150,000 | 0.0104 |
| R | 2 | 1752 | 0.0118 | \$170,000 | 0.0117 |
| S | 1 | 1752 | 0.0118 | \$170,000 | 0.0117 |
| S | 2 | 1540 | 0.0104 | \$150,000 | 0.0104 |
| T | 1 | 2100 | 0.0142 | \$195,000 | 0.0135 |
| T | 2 | 2100 | 0.0142 | \$195,000 | 0.0135 |
| AA | 101 | 1140 | 0.0077 | \$125,000 | 0.0086 |
| AA | 102 | 1194 | 0.0081 | \$120,000 | 0.0083 |
| AA | 103 | 1194 | 0.0081 | \$12,000 | 0.0006 |
| AA | 104 | 1140 | 0.0077 | \$12,500 | 0.0008 |
| AA | 201 | 1540 | 0.0104 | \$130,000 | 0.0089 |
| AA | 202 | 1412 | 0.0095 | \$125,000 | 0.0085 |
| AA | 203 | 1412 | 0.0095 | \$125,000 | 0.0085 |
| AA | 204 | 1540 | 0.0104 | \$130,000 | 0.0089 |
| P | 1 | 1670 | 0.0113 | \$160,000 | 0.0110 |
| P | 2 | 1670 | 0.0113 | \$155,000 | 0.0106 |
| P | 3 | 1670 | 0.0113 | \$155,000 | 0.0106 |
| P | 4 | 1670 | 0.0113 | \$160,000 | 0.0110 |
| BB | 101 | 1140 | 0.0077 | \$125,000 | 0.0085 |
| BB | 102 | 1194 | 0.0081 | \$120,000 | 0.0082 |

9809230452

| GARDEN GROVE, A CONDOMINIUM ELEVENTH AMENDED EXHIBIT B-1 TO THE DECLARATION (PHASE 1-3, 4, 5A, 6A, 6B, 5B, 8A, 7, 9, 10) | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS* Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| BB | 103 | 1194 | 0.0081 | \$120,000 | 0.0082 |
| BB | 104 | 1140 | 0.0076 | \$125,000 | 0.0085 |
| BB | 201 | 1540 | 0.0103 | \$130,000 | 0.0089 |
| BB | 202 | 1412 | 0.0094 | \$125,000 | 0.0085 |
| BB | 203 | 1412 | 0.0094 | \$125,000 | 0.0085 |
| BB | 204 | 1540 | 0.0103 | \$130,000 | 0.0089 |
| totals | | 148312 | 1.0000 | \$14,479,500 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

9809230452

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9812280805



9812280805
12/28/98 13:35
p-0020 Recorded
Snohomish County

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 First Avenue, #625
Seattle, Washington, 98101
(206) 748-0955

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DOCUMENT TITLE(S): THIRTEENTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS |
| REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511 |
| GRANTOR(S): (DECLARANT) METCO HOMES, L.L.C. |
| GRANTEE(S): (PROJECT NAME) GARDEN GROVE, A CONDOMINIUM |
| LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE) SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M. <input type="checkbox"/> Additional legal is on Exhibit A of the document |
| ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 4429 - 002 - 046 - 00 <input type="checkbox"/> Additional legal is on Exhibit A of the document |

9707155002
9708265008
9709225003
9712045001
9801155611
9802125001
9803095010
9804085001
9805075002
9808035009

given.

DECLARANT: Metco Homes, L.L.C.

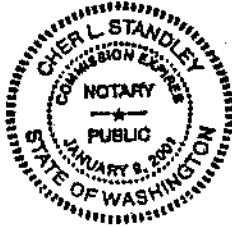
BY:

Mike Mietzner
MIKE MIETZNER, It's Member
(printed name)

STATE OF WASHINGTON §
COUNTY OF SNOHOMISH §

On this 27th day of DECEMBER, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MIKE MIETZNER to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Cher L. Standley
NOTARY PUBLIC in and for the State of
Washington, residing in Everett, WA
My commission expires 1-9-01
Print Notary Name: Cher L. Standley

9812280805

GARDEN GROVE, A CON DOMINIUM
THIRTEENTH AMENDED EXHIBIT A
TO THE DECLARATION

1. Description of Real Property included in Condominium:

b. Legal Description of Phase 11:

LOTS 29 and 30 ACCORDING TO THE BINDING SITE PLAN RECORDED UNDER SNOHOMISH
COUNTY AUDITOR'S FILE NUMBER 97071050-01, RECORDS OF SNOHOMISH COUNTY,
WASHINGTON.

FAWPDATA\CDOC\METCO\195013XA.13H

12/22/98

9812280805

**GARDEN GROVE, A CONDOMINIUM
TWELFTH AMENDED EXHIBIT B TO THE DECLARATION (PHASE II)**

| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION—NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
|--------------------|----------------|-------------------|-----------------------------|---|----------|------------|----------------------|--------|-------|
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | ½ | | | | | |
| CC | 101 | 1st | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 102 | 1st | 2 | | 2 | 1 | 927 | 200 | 1,127 |
| CC | 103 | 1st | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 104 | 1st | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 105 | 1st | 2 | | 2 | 1 | 927 | 200 | 1,127 |
| CC | 106 | 1st | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 107 | 1st | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 201 | 2nd | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 202 | 2nd | 2 | | 2 | 1 | 927 | 200 | 1,127 |
| CC | 203 | 2nd | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 204 | 2nd | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 205 | 2nd | 2 | | 2 | 1 | 927 | 200 | 1,127 |
| CC | 206 | 2nd | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 207 | 2nd | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 301 | 3rd | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 302 | 3rd | 2 | | 2 | 1 | 927 | 200 | 1,127 |
| CC | 303 | 3rd | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 304 | 3rd | 2 | | 2 | 1 | 963 | 200 | 1,163 |
| CC | 305 | 3rd | 2 | | 2 | 1 | 927 | 200 | 1,127 |
| CC | 306 | 3rd | 2 | | 2 | 1 | 963 | 200 | 1,163 |

9812280805

**GARDEN GROVE, A CONDOMINIUM
TWELFTH AMENDED EXHIBIT B TO THE DECLARATION (PHASE 11)**

| BUILDING LETTER | UNIT NUMBER | FLOOR LOCATION | UNIT DESCRIPTION— NUMBER OF: | | | | UNIT SQUARE FOOTAGE* | | |
|--------------------|----------------|-------------------|------------------------------|-----|----------|------------|----------------------|--------|-------|
| | | | Bathrooms | | Bedrooms | Fireplaces | Dwelling | Garage | Total |
| | | | Full | 1/2 | | | | | |
| DD | 101 | 1st | 2 | | 2 | 1 | 1140 | 200 | 1,340 |
| DD | 102 | 1st | 2 | | 2 | 1 | 1194 | 200 | 1,394 |
| DD | 103 | 1st | 2 | | 2 | 1 | 1194 | 200 | 1,394 |
| DD | 104 | 1st | 2 | | 2 | 1 | 1140 | 200 | 1,340 |
| DD | 201 | 2nd | 2 | | 2 | 1 | 1540 | 200 | 1,740 |
| DD | 202 | 2nd | 2 | | 3 | 1 | 1412 | 200 | 1,612 |
| DD | 203 | 2nd | 2 | | 3 | 1 | 1412 | 200 | 1,612 |
| DD | 204 | 2nd | 2 | | 2 | 1 | 1540 | 200 | 1,740 |
| | | | | | | | | | |

UNIT SQUARE FOOTAGE AREA NOTES

*Square footages are: good faith estimates only, based on architectural plans, and may include perimeter wall thickness. Actual square footage in the recorded Survey Map and Plans are: determined by surveyor's "as-built" certificate upon completion of construction; based on interior surface dimensions (excluding perimeter wall thickness); and are less than square footages used in advertising brochures and in the Declaration which are based on good faith architectural estimates. Some Units may include, as part of the Unit and not as a Limited Common Element, an attached garage; thus, the total approximate square footage of a Unit may be the square footage of the dwelling portion plus garage portion of the Unit.

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| GARDEN GROVE, A CONDOMINIUM TWELFTH EXHIBIT B-1 TO THE DECLARATION (ALL PHASES COMPLETE) | | | | | |
|---------------------------------------------------------------------------------------------|----------------|--------------|-------------------------------------------------------|-------------------|----------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
| A | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| A | 2 | 1752 | 0.7902 | \$170,000 | 0.0097 |
| B | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| B | 2 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| C | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| C | 2 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| D | 1 | 2100 | 0.9064 | \$195,000 | 0.0111 |
| D | 2 | 2100 | 0.9064 | \$195,000 | 0.0111 |
| E | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| E | 2 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| F | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| F | 2 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| G | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| G | 2 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| H | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| H | 2 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| I | 1 | 1752 | 0.7902 | \$170,000 | 0.0097 |
| I | 2 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| J | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| J | 2 | 1540 | 0.6740 | \$145,000 | 0.0082 |
| J | 3 | 1540 | 0.6740 | \$145,000 | 0.0082 |

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10/11/98

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**GARDEN GROVE, A CONDOMINIUM
TWELFTH EXHIBIT B-1 TO THE DECLARATION (ALL PHASES COMPLETE)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS*** Common Expenses & Votes | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
|-----------------|-------------|-----------|---------------------------------------------------|----------------|-------------------------------------------|
| J | 4 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| K | 1 | 2100 | 0.9064 | \$195,000 | 0.0111 |
| K | 2 | 2100 | 0.9064 | \$195,000 | 0.0111 |
| L | 1 | 1670 | 0.7437 | \$160,000 | 0.0091 |
| L | 2 | 1670 | 0.7205 | \$155,000 | 0.0088 |
| L | 3 | 1670 | 0.7205 | \$155,000 | 0.0088 |
| L | 4 | 1670 | 0.7437 | \$160,000 | 0.0091 |
| M | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| M | 2 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| N | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| N | 2 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| O | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| O | 2 | 1540 | 0.6740 | \$145,000 | 0.0082 |
| O | 3 | 1540 | 0.6740 | \$145,000 | 0.0082 |
| O | 4 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| P | 1 | 1670 | 0.7437 | \$160,000 | 0.0091 |
| P | 2 | 1670 | 0.7205 | \$155,000 | 0.0088 |
| P | 3 | 1670 | 0.7205 | \$155,000 | 0.0088 |
| P | 4 | 1670 | 0.7437 | \$160,000 | 0.0091 |
| Q | 1 | 1752 | 0.7902 | \$170,000 | 0.0097 |
| Q | 2 | 1540 | 0.6973 | \$150,000 | 0.0085 |

9812280805

| GARDEN GROVE, A CONDOMINIUM TWELFTH EXHIBIT B-1 TO THE DECLARATION (ALL PHASES COMPLETE) | | | | | |
|---------------------------------------------------------------------------------------------|----------------|--------------|--------------------------------------------------------|-------------------|----------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expenses & Votes | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
| R | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| R | 2 | 1752 | 0.7902 | \$170,000 | 0.0097 |
| S | 1 | 1752 | 0.7902 | \$170,000 | 0.0097 |
| S | 2 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| T | 1 | 2100 | 0.9064 | \$195,000 | 0.0111 |
| T | 2 | 2100 | 0.9064 | \$195,000 | 0.0111 |
| U | 1 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| U | 2 | 1540 | 0.6740 | \$145,000 | 0.0082 |
| U | 3 | 1540 | 0.6740 | \$145,000 | 0.0082 |
| U | 4 | 1540 | 0.6973 | \$150,000 | 0.0085 |
| V | 101 | 1159 | 0.5810 | \$125,000 | 0.0071 |
| V | 102 | 963 | 0.4881 | \$105,000 | 0.0060 |
| V | 103 | 927 | 0.4648 | \$100,000 | 0.0057 |
| V | 104 | 927 | 0.5113 | \$110,000 | 0.0063 |
| V | 201 | 1159 | 0.5043 | \$130,000 | 0.0074 |
| V | 202 | 963 | 0.4881 | \$105,000 | 0.0060 |
| V | 203 | 927 | 0.4648 | \$100,000 | 0.0057 |
| V | 204 | 927 | 0.5113 | \$110,000 | 0.0063 |
| W | 101 | 1140 | 0.5810 | \$125,000 | 0.0071 |
| W | 102 | 1194 | 0.5578 | \$120,000 | 0.0068 |
| W | 103 | 1194 | 0.5578 | \$120,000 | 0.0068 |

9812280805

**GARDEN GROVE, A CONDOMINIUM
TWELFTH EXHIBIT B-1 TO THE DECLARATION (ALL PHASES COMPLETE)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** <small>Common Expense & Votes</small> | DECLARED VALUE | ALLOCATED INTERESTS*** <small>Common Elements</small> |
|--------------------|----------------|--------------|---------------------------------------------------------------------------|-------------------|-------------------------------------------------------------|
| W | 104 | 1140 | 0.5810 | \$125,000 | 0.0071 |
| W | 201 | 1540 | 0.6043 | \$130,000 | 0.0074 |
| W | 202 | 1412 | 0.5810 | \$125,000 | 0.0071 |
| W | 203 | 1412 | 0.5810 | \$125,000 | 0.0071 |
| W | 204 | 1540 | 0.6043 | \$130,000 | 0.0074 |
| X | 101 | 1159 | 0.6043 | \$130,000 | 0.0074 |
| X | 102 | 967 | 0.4881 | \$105,000 | 0.0060 |
| X | 103 | 1016 | 0.5578 | \$120,000 | 0.0068 |
| X | 201 | 1159 | 0.6043 | \$130,000 | 0.0074 |
| X | 202 | 967 | 0.4881 | \$105,000 | 0.0060 |
| X | 203 | 1016 | 0.5578 | \$120,000 | 0.0068 |
| X | 301 | 1159 | 0.6043 | \$130,000 | 0.0074 |
| X | 302 | 967 | 0.4881 | \$105,000 | 0.0060 |
| Y | 101 | 1016 | 0.5578 | \$120,000 | 0.0068 |
| Y | 102 | 967 | 0.4881 | \$105,000 | 0.0060 |
| Y | 103 | 1159 | 0.6043 | \$130,000 | 0.0074 |
| Y | 201 | 1016 | 0.5578 | \$120,000 | 0.0068 |
| Y | 202 | 967 | 0.4881 | \$105,000 | 0.0060 |
| Y | 203 | 1159 | 0.6043 | \$130,000 | 0.0074 |
| Y | 302 | 967 | 0.5113 | \$110,000 | 0.0063 |
| Y | 303 | 1159 | 0.6043 | \$130,000 | 0.0074 |

9812280805

**GARDEN GROVE, A CONDOMINIUM
TWELFTH EXHIBIT B-1 TO THE DECLARATION (ALL PHASES COMPLETE)**

| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
|-----------------|-------------|-----------|-------------------------------------------------|----------------|-------------------------------------------|
| Z | 101 | 1159 | 0.6043 | \$130,000 | 0.0074 |
| Z | 102 | 967 | 0.4881 | \$105,000 | 0.0060 |
| Z | 103 | 1016 | 0.5578 | \$120,000 | 0.0068 |
| Z | 201 | 1159 | 0.6043 | \$130,000 | 0.0074 |
| Z | 202 | 967 | 0.4881 | \$105,000 | 0.0060 |
| Z | 203 | 1016 | 0.5578 | \$120,000 | 0.0068 |
| AA | 101 | 1140 | 0.5810 | \$125,000 | 0.0071 |
| AA | 102 | 1194 | 0.5578 | \$120,000 | 0.0068 |
| AA | 103 | 1194 | 0.0558 | \$12,000 | 0.0007 |
| AA | 104 | 1140 | 0.0581 | \$12,500 | 0.0007 |
| AA | 201 | 1540 | 0.6043 | \$130,000 | 0.0074 |
| AA | 202 | 1412 | 0.5810 | \$125,000 | 0.0071 |
| AA | 203 | 1412 | 0.5810 | \$125,000 | 0.0071 |
| AA | 204 | 1540 | 0.6043 | \$130,000 | 0.0074 |
| BB | 101 | 1140 | 0.5810 | \$125,000 | 0.0071 |
| BB | 102 | 1194 | 0.5578 | \$120,000 | 0.0068 |
| BB | 103 | 1194 | 0.5578 | \$120,000 | 0.0068 |
| BB | 104 | 1140 | 0.5810 | \$125,000 | 0.0071 |
| BB | 201 | 1540 | 0.6043 | \$130,000 | 0.0074 |
| BB | 202 | 1412 | 0.5810 | \$125,000 | 0.0071 |
| BB | 203 | 1412 | 0.5810 | \$125,000 | 0.0071 |

9812280005

| GARDEN GROVE, A CONDOMINIUM TWELFTH EXHIBIT B-1 TO THE DECLARATION (ALL PHASES COMPLETE) | | | | | |
|---------------------------------------------------------------------------------------------|----------------|--------------|----------------------------------------------------------------------------|-------------------|-------------------------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** <small>Common Expenses & Votes</small> | DECLARED VALUE | ALLOCATED INTERESTS*** <small>Common Elements</small> |
| BB | 204 | 1540 | 0.6043 | \$130,000 | 0.0074 |
| CC | 101 | 963 | 0.5346 | \$115,000 | 0.0065 |
| CC | 102 | 927 | 0.4648 | \$100,000 | 0.0057 |
| CC | 103 | 963 | 0.4881 | \$105,000 | 0.0060 |
| CC | 104 | 963 | 0.4881 | \$105,000 | 0.0060 |
| CC | 105 | 927 | 0.4648 | \$100,000 | 0.0057 |
| CC | 106 | 963 | 0.4881 | \$105,000 | 0.0060 |
| CC | 107 | 963 | 0.5346 | \$115,000 | 0.0065 |
| CC | 201 | 963 | 0.5346 | \$115,000 | 0.0065 |
| CC | 202 | 927 | 0.4648 | \$100,000 | 0.0057 |
| CC | 203 | 963 | 0.4881 | \$105,000 | 0.0060 |
| CC | 204 | 963 | 0.4881 | \$105,000 | 0.0060 |
| CC | 205 | 927 | 0.4648 | \$100,000 | 0.0057 |
| CC | 206 | 963 | 0.4881 | \$105,000 | 0.0060 |
| CC | 207 | 963 | 0.5346 | \$115,000 | 0.0065 |
| CC | 301 | 963 | 0.5346 | \$115,000 | 0.0065 |
| CC | 302 | 927 | 0.4648 | \$100,000 | 0.0057 |
| CC | 303 | 963 | 0.4881 | \$105,000 | 0.0060 |
| CC | 304 | 963 | 0.4881 | \$105,000 | 0.0060 |
| CC | 305 | 927 | 0.4648 | \$100,000 | 0.0057 |
| CC | 306 | 963 | 0.5346 | \$115,000 | 0.0064 |

9812280305

| GARDEN GROVE, A CONDOMINIUM TWELFTH EXHIBIT B-1 TO THE DECLARATION (ALL PHASES COMPLETE) | | | | | |
|---------------------------------------------------------------------------------------------|----------------|--------------|------------------------------------------------------|-------------------|----------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expense & Vote | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
| DD | 101 | 1140 | 0.5810 | \$125,000 | 0.0071 |
| DD | 102 | 1194 | 0.5578 | \$120,000 | 0.0068 |
| DD | 103 | 1194 | 0.5578 | \$120,000 | 0.0068 |
| DD | 104 | 1140 | 0.5810 | \$125,000 | 0.0071 |
| DD | 201 | 1540 | 0.6043 | \$130,000 | 0.0074 |
| DD | 202 | 1412 | 0.5810 | \$125,000 | 0.0071 |
| DD | 203 | 1412 | 0.5810 | \$125,000 | 0.0071 |
| DD | 204 | 1540 | 0.6043 | \$130,000 | 0.0074 |
| Totals | | | 81.8093 | 17,599,500 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.

9812280805

**GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number * | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|---------------------------------|-------------------------------|---------------------------------|
| | | | | | |
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |

9812280805

**GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| J | 1 | 2 | | | |
| J | 2 | 2 | | | |
| J | 3 | 2 | | | |
| J | 4 | 2 | | | |
| K | 1 | 2 | | | |
| K | 2 | 2 | | | |
| L | 1 | 2 | | | |
| L | 2 | 2 | | | |
| L | 3 | 2 | | | |
| L | 4 | 2 | | | |
| M | 1 | 2 | | | |
| M | 2 | 2 | | | |
| N | 1 | 2 | | | |
| N | 2 | 2 | | | |
| Q | 01 | | | | 184 |
| S | 1 | | | | 178 |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |

9812280805

**GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|------------------------|--------------------|---------------------------------------------------------------------|---------------------------------------|--------------------------------------|----------------------------------------|
| U | 4 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 14 | | 25 |
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |
| X | 101 | | 32 | | |
| X | 102 | | 50 | | |

9812280805

**GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| X | 103 | | 35 | | |
| X | 201 | | 33 | | |
| X | 202 | | 51 | | |
| X | 203 | | 34 | | |
| X | 301 | | 52 | | |
| X | 302 | | 49 | | |
| Y | 101 | | 37 | | |
| Y | 102 | | 39 | | |
| Y | 103 | | 46 | | |
| Y | 201 | | 38 | | |
| Y | 202 | | 43 | | |
| Y | 203 | | 44 | | |
| Y | 302 | | 40 | | |
| Y | 303 | | 45 | | |
| Z | 101 | | 61 | | |
| Z | 102 | | 58 | | |
| Z | 103 | | 64 | | |
| Z | 201 | | 62 | | |
| Z | 202 | | 59 | | |

9812280805

**GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| Z | 203 | | 63 | | |
| AA | 101 | | 76 | | |
| AA | 102 | | 77 | | 78 |
| AA | 103 | | 81 | | 82 |
| AA | 104 | | 83 | | 84 |
| AA | 201 | | 75 | | |
| AA | 202 | | 71 | | 79 |
| AA | 203 | | 70 | | 80 |
| AA | 204 | | 85 | | 86 |
| BB | 101 | | 92 | | 93 |
| BB | 102 | | 94 | | 95 |
| BB | 103 | | 98 | | 99 |
| BB | 104 | | 100 | | 101 |
| BB | 201 | | 90 | | 91 |
| BB | 202 | | 171 | | 96 |
| BB | 203 | | 170 | | 97 |
| BB | 204 | | 102 | | 103 |
| CC | 101 | | 133 | | |
| CC | 102 | | 134 | | |

9312280805

**GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| CC | 103 | | 137 | | |
| CC | 104 | | 138 | | |
| CC | 105 | | 143 | | |
| CC | 106 | | 144 | | |
| CC | 107 | | 146 | | |
| CC | 201 | | 136 | | |
| CC | 202 | | 129 | | |
| CC | 203 | | 127 | | |
| CC | 204 | | 128 | | |
| CC | 205 | | 153 | | |
| CC | 206 | | 154 | | |
| CC | 207 | | 145 | | |
| CC | 301 | | 135 | | |
| CC | 302 | | 130 | | |
| CC | 303 | | 124 | | |
| CC | 304 | | 125 | | |
| CC | 305 | | 122 | | |
| CC | 306 | | 123 | | |
| DD | 101 | | 108 | | 109 |

9812280805

**GARDEN GROVE, A CONDOMINIUM
EIGHTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Covered Parking Space Number* | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| DD | 102 | | 110 | | 111 |
| DD | 103 | | 114 | | 115 |
| DD | 104 | | 116 | | 117 |
| DD | 201 | | 106 | | 107 |
| DD | 202 | | 157 | | 112 |
| DD | 203 | | 156 | | 113 |
| DD | 204 | | 118 | | 119 |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

9812280805

THIRTEENTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 8th day of June, 1998.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004, 9805070136, 9806100100, 9808030048 and 9809230452; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001, 9805075002, 9806105001, 9808035009 and 9809235003; upon the real property more particularly described in said Declaration.

Whereas, it is desired to amend the Declaration in certain respects to incorporate Phase II as part of the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. PHASE AMENDMENT. Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:

(a) Phase II (including the land more particularly described as such Phase in Paragraph 1b of the Thirteenth Amended Exhibit A attached hereto and incorporated herein by reference, all Buildings and all Units located therein, and all Common Elements and Limited Common Elements located on said Phase land) is a part of the Condominium;

(b) the Floor Location, Unit Description and Unit Square Footage for Phase II are set forth in the Twelfth Amended Exhibit B attached hereto and incorporated herein by reference.

(c) the Allocated Interests appurtenant to all Units in Phase I through II which have been made a part of the Condominium shall be as set forth in the Twelfth Amended Exhibit B-1 attached hereto and incorporated herein by reference.

2. PARKING/STORAGE. In order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Eighth Amended Exhibit C attached hereto and incorporated herein by reference.

3. REFERENCE TO SURVEY MAP AND PLANS. The Amended Survey Map and Plans of the Condominium referred to herein consist of 7 sheets as prepared by Jeffrey T. Traiber, and were filed with the Recorder of Snohomish County Washington, simultaneously with the recording of this Amendment to the Declaration under File No. 9813-285002.

4. EFFECTIVE DATE. This Amendment shall take effect upon recording.

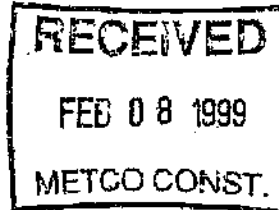
5. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above

9812280805



9903110636
03/11/99 16:25
p.0012 Recorded
Snohomish County



WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 First Avenue, #625
Seattle, Washington, 98101
(206) 748-0955

| | |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------|
| DOCUMENT TITLE(s): FOURTEENTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS | CHICAGO E 30402 19 |
| REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511 | |
| GRANTOR(S): (DECLARANT) METCO HOMES, L.L.C. | |
| GRANTEE(S): (PROJECT NAME) GARDEN GROVE, A CONDOMINIUM | |
| LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE) SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M. | |
| <input type="checkbox"/> Additional legal is on Exhibit A of the document | |
| ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 4429-002-045-0602, 4429-002-045-0404, 4429-002-045-0305 & 4429-002-046-0205 | |
| <input type="checkbox"/> Additional legal is on Exhibit A of the document | |

**FOURTEENTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 8th day of June, 1998.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004, 9805070136, 9806100100, 9808030048, 9809230452 and 9812280805; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001, 9805075002, 9806105001, 9808035009, 9809235003 and 9812285002; upon the real property more particularly described in said Declaration.

Whereas, it is desired to amend the Declaration in certain respects to incorporate Phase 11 as part of the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **PARKING/STORAGE** In order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Ninth Amended Exhibit C attached hereto and incorporated herein by reference.

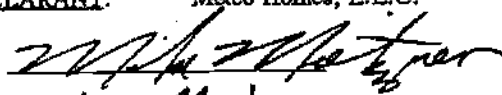
2. **EFFECTIVE DATE** This Amendment shall take effect upon recording.

3. **OTHER PROVISIONS** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metco Homes, L.L.C.

BY:


Mike Mictener, It's Member
(printed name)

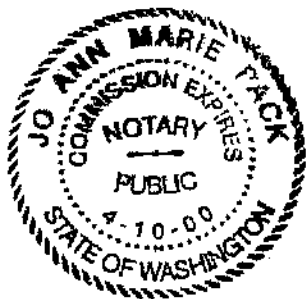
9903110636

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 9th day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael S. Mietzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Jo Ann Marie Pack
NOTARY PUBLIC in and for the State of
Washington, residing in Everett, WA Bothell, Wa
My commission expires: 4-10-00
Print Notary Name: Jo Ann Marie Pack

9903110636

**GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| | | | | | |
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |

9903110636

**GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| J | 1 | 2 | | | |
| J | 2 | 2 | | | |
| J | 3 | 2 | | | |
| J | 4 | 2 | | | |
| K | 1 | 2 | | | |
| K | 2 | 2 | | | |
| L | 1 | 2 | | | |
| L | 2 | 2 | | | |
| L | 3 | 2 | | | |
| L | 4 | 2 | | | |
| M | 1 | 2 | | | |
| M | 2 | 2 | | | |
| N | 1 | 2 | | | |
| N | 2 | 2 | | | |
| Q | 01 | | | | 184 |
| S | 1 | | | | 178 |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |

9903110636

**GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|------------------------|--------------------|---------------------------------------------------------------------|---------------------------------------|----------------------|----------------------------------------|
| U | 4 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 14 | | 25 |
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |
| X | 101 | | 32 | | |
| X | 102 | | 50 | | |

990811063R

**GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| X | 103 | | 35 | | |
| X | 201 | | 33 | | |
| X | 202 | | 51 | | |
| X | 203 | | 34 | | |
| X | 301 | | 52 | | |
| X | 302 | | 49 | | |
| Y | 101 | | 37 | | |
| Y | 102 | | 39 | | |
| Y | 103 | | 46 | | |
| Y | 201 | | 38 | | |
| Y | 202 | | 43 | | |
| Y | 203 | | 44 | | |
| Y | 302 | | 40 | | |
| Y | 303 | | 45 | | |
| Z | 101 | | 61 | | |
| Z | 102 | | 58 | | |
| Z | 103 | | 64 | | |
| Z | 201 | | 62 | | |
| Z | 202 | | 59 | | |

9903110638

**GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| Z | 203 | | 63 | | |
| AA | 101 | | 76 | | |
| AA | 102 | | 77 | | 78 |
| AA | 103 | | 81 | | 82 |
| AA | 104 | | 83 | | 84 |
| AA | 201 | | 75 | | |
| AA | 202 | | 71 | | 79 |
| AA | 203 | | 70 | | 80 |
| AA | 204 | | 85 | | 86 |
| BB | 101 | | 92 | | 93 |
| BB | 102 | | 94 | | 95 |
| BB | 103 | | 98 | | 99 |
| BB | 104 | | 100 | | 101 |
| BB | 201 | | 90 | H | 91 |
| BB | 202 | | 171 | | 96 |
| BB | 203 | | 170 | | 97 |
| BB | 204 | | 102 | | 103 |
| CC | 101 | | 133 | | |
| CC | 102 | | 134 | | |

9903110636

**GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| CC | 103 | | 137 | | |
| CC | 104 | | 138 | | |
| CC | 105 | | 143 | | |
| CC | 106 | | 144 | | |
| CC | 107 | | 146 | | |
| CC | 201 | | 136 | | |
| CC | 202 | | 129 | | |
| CC | 203 | | 127 | | |
| CC | 204 | | 128 | | |
| CC | 205 | | 153 | | |
| CC | 206 | | 154 | | |
| CC | 207 | | 145 | | |
| CC | 301 | | 135 | | |
| CC | 302 | | 130 | | |
| CC | 303 | | 124 | | |
| CC | 304 | | 125 | | |
| CC | 305 | | 122 | | |
| CC | 306 | | 123 | | |
| DD | 101 | | 108 | | 109 |

9903110636

**GARDEN GROVE, A CONDOMINIUM
NINTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| DD | 102 | | 110 | | 111 |
| DD | 103 | | 114 | | 115 |
| DD | 104 | | 116 | | 117 |
| DD | 201 | | 106 | F | 107 |
| DD | 202 | | 157 | | 112 |
| DD | 203 | | 156 | | 113 |
| DD | 204 | | 118 | | 119 |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

9903110636

UNIT OWNER/MORTGAGEE CONSENT

The undersigned, who holds either an ownership interest or security interest (by virtue of a recorded mortgage or deed of trust) in Unit BB201 of the Condominium more particularly described in the foregoing Declaration Amendment hereby consents to, ratifies and approves the foregoing Declaration Amendment.

Dated as of 02-26, 1997.

UNIT OWNER/MORTGAGEE

Norman L. Chaud
Anna G. Chaud

9903110636

UNIT OWNER/MORTGAGEE CONSENT

The undersigned, who holds either an ownership interest or security interest (by virtue of a recorded mortgage or deed of trust) in Unit DD201 of the Condominium more particularly described in the foregoing Declaration Amendment hereby consents to, ratifies and approves the foregoing Declaration Amendment.

Dated as of 2/26, 1999.

UNIT OWNER/MORTGAGEE



9903110636

9708265008
 9709225003
 9712045001
 9801155001
 9802125001
 9803095010
 9804085001
 9805075002
 9806105001
 9808035009
 9809235003
 9812285002



9903230133
 03/23/99 10:15
 p.0010 Recorded
 Snohomish County

9903230133

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
 ATTORNEY AT LAW
 1221 First Avenue, #625
 Seattle, Washington, 98101
 (206) 748-0955

DOCUMENT TITLE(S):
 FIFTEENTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
 RESTRICTIONS AND RESERVATIONS

CHICAGO - E 30 41A

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511

GRANTOR(S): (DECLARANT)
 METCO HOMES, L.L.C.

GRANTEE(S): (PROJECT NAME)
 GARDEN GROVE, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M.

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Additional legal is on Exhibit A of the document

THIS DOCUMENT IS A COPY OF THE ORIGINAL
 AND ACCEPTS NO LIABILITY
 FOR THE LOSS OR VALIDITY OF THE DOCUMENT

**FIFTEENTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 8th day of June, 1998.

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004, 9805070136, 9806100100, 9808030048, 9809230452, 9812280805 and 9903110636; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001, 9805075002, 9806105001, 9808035009, 9809235003 and 9812285002; upon the real property more particularly described in said Declaration.


Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **PHASE AMENDMENT.** Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:
 - (a) In order to correct an error in the Twelfth Amended Exhibit B-1 to the Declaration, said Twelfth Amended Exhibit B-1 is hereby amended and replaced by the Thirteenth Amended Exhibit B-1 to the Declaration attached hereto and incorporated herein by reference.
2. **EFFECTIVE DATE.** This Amendment shall take effect upon recording.
3. **OTHER PROVISIONS.** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metro Homes, L.L.C.

BY: _____

 It's Member
Mike Mielzner

9903230133

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 22 day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael Mitzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Motco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Jo Ann Marie Pack
NOTARY PUBLIC in and for the State of
Washington, residing in Everett, WA
My commission expires: 4-10-00
Print Notary Name: Jo Ann Marie Pack

9903230133

| GARDEN GROVE, A CONDOMINIUM THIRTEENTH EXHIBIT B-1 TO DECLARATION (ALL PHASES COMPLETE) | | | | | |
|--------------------------------------------------------------------------------------------|----------------|--------------|--------------------------------------------------------|-------------------|----------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expenses & Votes | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
| A | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| A | 2 | 1752 | 0.0098 | \$170,000 | 0.0097 |
| B | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| B | 2 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| C | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| C | 2 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| D | 1 | 2100 | 0.0118 | \$195,000 | 0.0111 |
| D | 2 | 2100 | 0.0118 | \$195,000 | 0.0111 |
| E | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| E | 2 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| F | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| F | 2 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| G | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| G | 2 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| H | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| H | 2 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| I | 1 | 1752 | 0.0098 | \$170,000 | 0.0097 |
| I | 2 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| J | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| J | 2 | 1540 | 0.0087 | \$145,000 | 0.0082 |
| J | 3 | 1540 | 0.0087 | \$145,000 | 0.0082 |

9903230133

| GARDEN GROVE, A CONDOMINIUM, THIRTEENTH EXHIBIT B-1 TO DECLARATION (ALL PHASES COMPLETE) | | | | | |
|---------------------------------------------------------------------------------------------|----------------|--------------|---------------------------------------------------------------------------|-------------------|-------------------------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** <small>Common Expense & Votes</small> | DECLARED VALUE | ALLOCATED INTERESTS*** <small>Common Elements</small> |
| J | 4 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| K | 1 | 2100 | 0.0118 | \$195,000 | 0.0111 |
| K | 2 | 2100 | 0.0118 | \$195,000 | 0.0111 |
| L | 1 | 1670 | 0.0094 | \$160,000 | 0.0091 |
| L | 2 | 1670 | 0.0094 | \$155,000 | 0.0088 |
| L | 3 | 1670 | 0.0094 | \$155,000 | 0.0088 |
| L | 4 | 1670 | 0.0094 | \$160,000 | 0.0091 |
| M | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| M | 2 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| N | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| N | 2 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| O | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| O | 2 | 1540 | 0.0087 | \$145,000 | 0.0082 |
| O | 3 | 1540 | 0.0087 | \$145,000 | 0.0082 |
| O | 4 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| P | 1 | 1670 | 0.0094 | \$160,000 | 0.0091 |
| P | 2 | 1670 | 0.0094 | \$155,000 | 0.0088 |
| P | 3 | 1670 | 0.0094 | \$155,000 | 0.0088 |
| P | 4 | 1670 | 0.0094 | \$160,000 | 0.0091 |
| Q | 1 | 1752 | 0.0098 | \$170,000 | 0.0097 |
| Q | 2 | 1540 | 0.0087 | \$150,000 | 0.0085 |

9903230133

| GARDEN GROVE, A CONDOMINIUM. THIRTEENTH EXHIBIT B-1 TO DECLARATION (ALL PHASES COMPLETE) | | | | | |
|---------------------------------------------------------------------------------------------|----------------|--------------|-------------------------------------------------------|-------------------|----------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
| R | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| R | 2 | 1752 | 0.0098 | \$170,000 | 0.0097 |
| S | 1 | 1752 | 0.0098 | \$170,000 | 0.0097 |
| S | 2 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| T | 1 | 2100 | 0.0118 | \$195,000 | 0.0111 |
| T | 2 | 2100 | 0.0118 | \$195,000 | 0.0111 |
| U | 1 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| U | 2 | 1540 | 0.0087 | \$145,000 | 0.0082 |
| U | 3 | 1540 | 0.0087 | \$145,000 | 0.0082 |
| U | 4 | 1540 | 0.0087 | \$150,000 | 0.0085 |
| V | 101 | 1159 | 0.0065 | \$125,000 | 0.0071 |
| V | 102 | 963 | 0.0054 | \$105,000 | 0.0060 |
| V | 103 | 927 | 0.0052 | \$100,000 | 0.0057 |
| V | 104 | 927 | 0.0052 | \$110,000 | 0.0063 |
| V | 201 | 1159 | 0.0065 | \$130,000 | 0.0074 |
| V | 202 | 963 | 0.0054 | \$105,000 | 0.0060 |
| V | 203 | 927 | 0.0052 | \$100,000 | 0.0057 |
| V | 204 | 927 | 0.0052 | \$110,000 | 0.0063 |
| W | 101 | 1140 | 0.0064 | \$125,000 | 0.0071 |
| W | 102 | 1194 | 0.0067 | \$120,000 | 0.0068 |
| W | 103 | 1194 | 0.0067 | \$120,000 | 0.0068 |

| GARDEN GROVE, A CONDOMINIUM THIRTEENTH EXHIBIT B-1 TO DECLARATION (ALL PHASES COMPLETE) | | | | | |
|--------------------------------------------------------------------------------------------|----------------|--------------|--------------------------------------------------------|-------------------|----------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expenses & Votes | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
| W | 104 | 1140 | 0.0064 | \$125,000 | 0.0071 |
| W | 201 | 1540 | 0.0087 | \$130,000 | 0.0074 |
| W | 202 | 1412 | 0.0079 | \$125,000 | 0.0071 |
| W | 203 | 1412 | 0.0079 | \$125,000 | 0.0071 |
| W | 204 | 1540 | 0.0087 | \$130,000 | 0.0074 |
| X | 101 | 1159 | 0.0065 | \$130,000 | 0.0074 |
| X | 102 | 967 | 0.0054 | \$105,000 | 0.0060 |
| X | 103 | 1016 | 0.0057 | \$120,000 | 0.0068 |
| X | 201 | 1159 | 0.0065 | \$130,000 | 0.0074 |
| X | 202 | 967 | 0.0054 | \$105,000 | 0.0060 |
| X | 203 | 1016 | 0.0057 | \$120,000 | 0.0068 |
| X | 301 | 1159 | 0.0065 | \$130,000 | 0.0074 |
| X | 302 | 967 | 0.0054 | \$105,000 | 0.0060 |
| Y | 101 | 1016 | 0.0057 | \$120,000 | 0.0068 |
| Y | 102 | 967 | 0.0054 | \$105,000 | 0.0060 |
| Y | 103 | 1159 | 0.0065 | \$130,000 | 0.0074 |
| Y | 201 | 1016 | 0.0057 | \$120,000 | 0.0068 |
| Y | 202 | 967 | 0.0054 | \$105,000 | 0.0060 |
| Y | 203 | 1159 | 0.0065 | \$130,000 | 0.0074 |
| Y | 302 | 967 | 0.0054 | \$110,000 | 0.0063 |
| Y | 303 | 1159 | 0.0065 | \$130,000 | 0.0074 |

9903230133

| GARDEN GROVE, A CONDOMINIUM THIRTEENTH EXHIBIT B-1 TO DECLARATION (ALL PHASES COMPLETE) | | | | | |
|--------------------------------------------------------------------------------------------|----------------|--------------|--------------------------------------------------------|-------------------|---------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expenses & Votes | DECLARED VALUE | ALLOCATED INTERESTS** Common Elements |
| Z | 101 | 1159 | 0.0065 | \$130,000 | 0.0074 |
| Z | 102 | 967 | 0.0054 | \$105,000 | 0.0060 |
| Z | 103 | 1016 | 0.0057 | \$120,000 | 0.0068 |
| Z | 201 | 1159 | 0.0065 | \$130,000 | 0.0074 |
| Z | 202 | 967 | 0.0054 | \$105,000 | 0.0060 |
| Z | 203 | 1016 | 0.0057 | \$120,000 | 0.0068 |
| AA | 101 | 1140 | 0.0064 | \$125,000 | 0.0071 |
| AA | 102 | 1194 | 0.0067 | \$120,000 | 0.0068 |
| AA | 103 | 1194 | 0.0067 | \$12,000 | 0.0007 |
| AA | 104 | 1140 | 0.0064 | \$12,500 | 0.0007 |
| AA | 201 | 1540 | 0.0087 | \$130,000 | 0.0074 |
| AA | 202 | 1412 | 0.0079 | \$125,000 | 0.0071 |
| AA | 203 | 1412 | 0.0079 | \$125,000 | 0.0071 |
| AA | 204 | 1540 | 0.0087 | \$130,000 | 0.0074 |
| BB | 101 | 1140 | 0.0064 | \$125,000 | 0.0071 |
| BB | 102 | 1194 | 0.0067 | \$120,000 | 0.0068 |
| BB | 103 | 1194 | 0.0067 | \$120,000 | 0.0068 |
| BB | 104 | 1140 | 0.0064 | \$125,000 | 0.0071 |
| BB | 201 | 1540 | 0.0087 | \$130,000 | 0.0074 |
| BB | 202 | 1412 | 0.0079 | \$125,000 | 0.0071 |
| BB | 203 | 1412 | 0.0079 | \$125,000 | 0.0071 |

9908230133

| GARDEN GROVE, A CONDOMINIUM THIRTEENTH EXHIBIT B-1 TO DECLARATION (ALL PHASES COMPLETE) | | | | | |
|--------------------------------------------------------------------------------------------|----------------|--------------|--------------------------------------------------------|-------------------|----------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expenses & Votes | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
| BB | 204 | 1540 | 0.0087 | \$130,000 | 0.0074 |
| CC | 101 | 963 | 0.0054 | \$115,000 | 0.0065 |
| CC | 102 | 927 | 0.0052 | \$100,000 | 0.0057 |
| CC | 103 | 963 | 0.0054 | \$105,000 | 0.0060 |
| CC | 104 | 963 | 0.0054 | \$105,000 | 0.0060 |
| CC | 105 | 927 | 0.0052 | \$100,000 | 0.0057 |
| CC | 106 | 963 | 0.0054 | \$105,000 | 0.0060 |
| CC | 107 | 963 | 0.0054 | \$115,000 | 0.0065 |
| CC | 201 | 963 | 0.0054 | \$115,000 | 0.0065 |
| CC | 202 | 927 | 0.0052 | \$100,000 | 0.0057 |
| CC | 203 | 963 | 0.0054 | \$105,000 | 0.0060 |
| CC | 204 | 963 | 0.0054 | \$105,000 | 0.0060 |
| CC | 205 | 927 | 0.0052 | \$100,000 | 0.0057 |
| CC | 206 | 963 | 0.0054 | \$105,000 | 0.0060 |
| CC | 207 | 963 | 0.0054 | \$115,000 | 0.0065 |
| CC | 301 | 963 | 0.0054 | \$115,000 | 0.0065 |
| CC | 302 | 927 | 0.0052 | \$100,000 | 0.0057 |
| CC | 303 | 963 | 0.0054 | \$105,000 | 0.0060 |
| CC | 304 | 963 | 0.0054 | \$105,000 | 0.0060 |
| CC | 305 | 927 | 0.0052 | \$100,000 | 0.0057 |
| CC | 306 | 963 | 0.0054 | \$115,000 | 0.0064 |

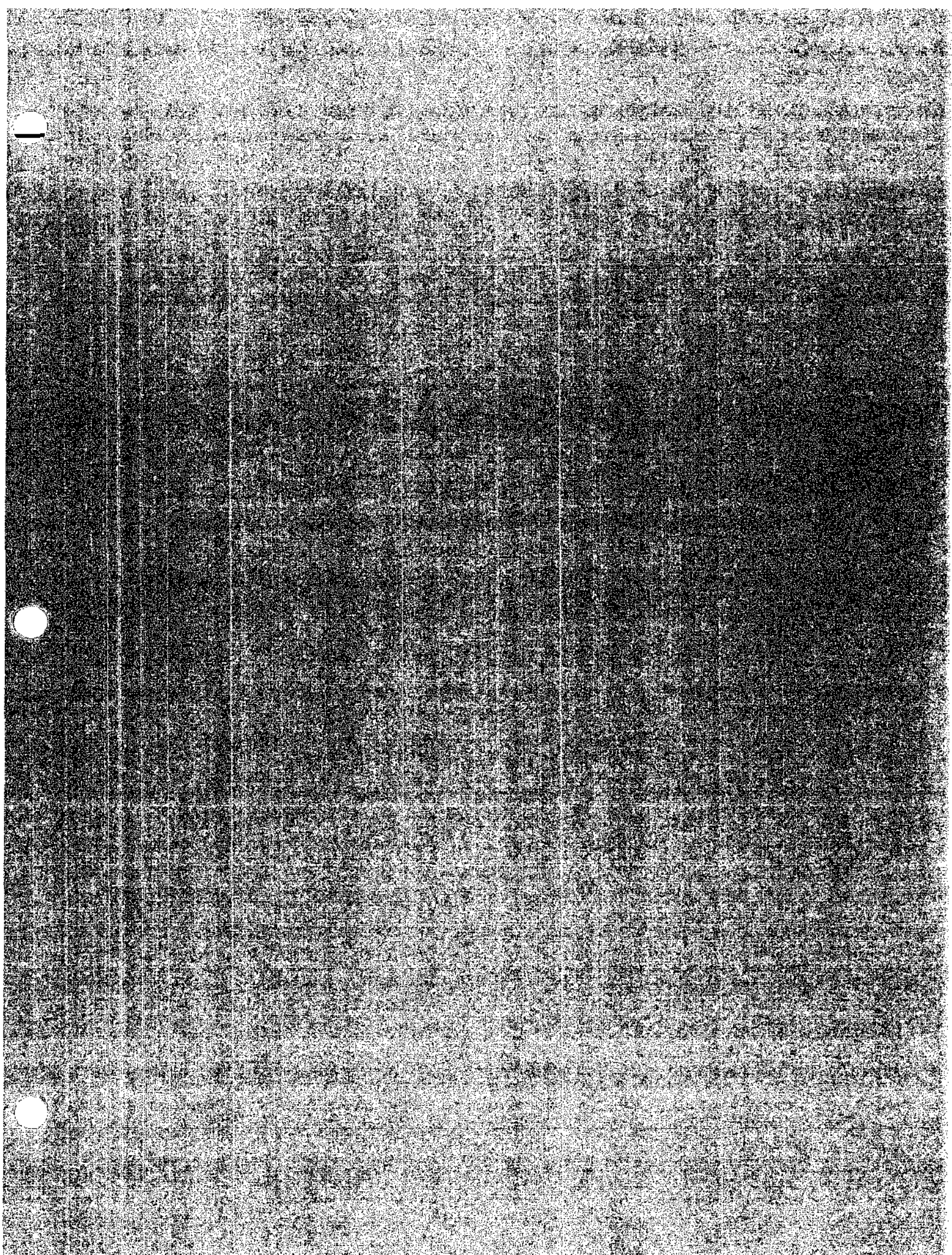
9903230133

| GARDEN GROVE, A CONDOMINIUM THIRTEENTH EXHIBIT B-1 TO DECLARATION (ALL PHASES COMPLETE) | | | | | |
|--------------------------------------------------------------------------------------------|----------------|--------------|-------------------------------------------------------|-------------------|----------------------------------------------|
| BUILDING LETTER | UNIT NUMBER | UNIT TYPE | ALLOCATED INTERESTS** Common Expense & Votes | DECLARED VALUE | ALLOCATED INTERESTS*** Common Elements |
| DD | 101 | 1140 | 0.0064 | \$125,000 | 0.0071 |
| DD | 102 | 1194 | 0.0067 | \$120,000 | 0.0068 |
| DD | 103 | 1194 | 0.0067 | \$120,000 | 0.0068 |
| DD | 104 | 1140 | 0.0063 | \$125,000 | 0.0071 |
| DD | 201 | 1540 | 0.0086 | \$130,000 | 0.0074 |
| DD | 202 | 1412 | 0.0078 | \$125,000 | 0.0071 |
| DD | 203 | 1412 | 0.0078 | \$125,000 | 0.0071 |
| DD | 204 | 1540 | 0.0086 | \$130,000 | 0.0074 |
| totals | | 177928 | 1.0000 | 17,599,500 | 1.0000 |

ALLOCATED INTERESTS NOTES

*The Allocated Interest of a Unit in Common Expense Liability and in Association votes was determined by: (1) assuming that all proposed Units and phases were completed; (2) dividing Units into categories based on the estimated average square footage (including dwelling portion of the Unit and the Unit's garage, and based on good faith architectural estimates and not "as-built" dimensions) of Units within each category;

** The Allocated Interest of a Unit in Common Elements was determined by dividing the Declared Value of the Unit by the aggregate Declared Values of all Units. The Declared Value of a Unit is used solely for the purpose of determining Allocated Interest and is not necessarily the price for which a Unit may be sold.



9904230492



9904230492
04/23/99 12:05
p.0011 Recorded
Snohomish County

WHEN RECORDED, RETURN TO:
CHICAGO E30574-85

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
1221 First Avenue, #625
Seattle, Washington, 98101
(206) 748-0955

18-

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DOCUMENT TITLE(S): SIXTEENTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS |
| REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511 |
| GRANTOR(S): (DECLARANT) METCO HOMES, L.L.C. |
| GRANTEE(S): (PROJECT NAME) GARDEN GROVE, A CONDOMINIUM |
| LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE) SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M. <input type="checkbox"/> Additional legal is on Exhibit A of the document |
| ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER <input type="checkbox"/> Additional legal is on Exhibit A of the document |

**SIXTEENTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 8th day of June, 1998.
RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004, 9805070136, 9806100100, 9808030048, 9809230452, 9812280805, 9903110636 and 9903230133; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001, 9805075002, 9806105001, 9808035009, 9809235003 and 9812285002; upon the real property more particularly described in said Declaration.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. PARKING/STORAGE In order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Tenth Amended Exhibit C attached hereto and incorporated herein by reference.
2. EFFECTIVE DATE. This Amendment shall take effect upon recording.
3. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metco Homes, L.L.C.

BY: _____

Jeff Metzner, R's Member
(printed name)

9904230492

**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |
| J | 1 | 2 | | | |

9904230492

STATE OF WASHINGTON

§
§
§

COUNTY OF SNOHOMISH

On this 22 day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JEFF MIETZNER to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Carolyn M. Swartz
NOTARY PUBLIC in and for the State of
Washington, residing in Everett, WA
My commission expires: 5-29-02
Print Notary Name: CAROLYN M. SWARTZ

9904230492

**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| J | 2 | 2 | | | |
| J | 3 | 2 | | | |
| J | 4 | 2 | | | |
| K | 1 | 2 | | | |
| K | 2 | 2 | | | |
| L | 1 | 2 | | | |
| L | 2 | 2 | | | |
| L | 3 | 2 | | | |
| L | 4 | 2 | | | |
| M | 1 | 2 | | | |
| M | 2 | 2 | | | |
| N | 1 | 2 | | | |
| N | 2 | 2 | | | |
| O | 1 | 2 | | | |
| O | 2 | 2 | | | |
| O | 3 | 2 | | | |
| O | 4 | 2 | | | |
| P | 1 | 2 | | | |
| P | 2 | 2 | | | |

9904230492

**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| P | 3 | 2 | | | |
| P | 4 | 2 | | | |
| Q | 1 | 2 | | | 184 |
| Q | 2 | 2 | | | |
| R | 1 | 2 | | | |
| R | 2 | 2 | | | |
| S | 1 | 2 | | | 187 |
| S | 2 | 2 | | | |
| T | 1 | 2 | | | |
| T | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |

9904230492

**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 24 | | 25 |
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |
| X | 101 | | 32 | | |
| X | 102 | | 50 | | |
| X | 103 | | 35 | | |
| X | 201 | | 33 | | |
| X | 202 | | 51 | | |
| X | 203 | | 34 | | |
| X | 301 | | 52 | | |
| X | 302 | | 49 | | |

9904230492

**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| Y | 101 | | 37 | | |
| Y | 102 | | 39 | | |
| Y | 103 | | 46 | | |
| Y | 201 | | 38 | | |
| Y | 202 | | 43 | | |
| Y | 203 | | 44 | | |
| Y | 302 | | 40 | | |
| Y | 303 | | 45 | | |
| Z | 101 | | 61 | | |
| Z | 102 | | 58 | | |
| Z | 103 | | 64 | | |
| Z | 201 | | 62 | | |
| Z | 202 | | 59 | | |
| Z | 203 | | 63 | | |
| AA | 101 | | 76 | | |
| AA | 102 | | 77 | | 78 |
| AA | 103 | | 81 | | 82 |
| AA | 104 | | 83 | | 84 |
| AA | 201 | | 75 | | |

9904230492

**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| AA | 202 | | 71 | | 79 |
| AA | 203 | | 70 | | 80 |
| AA | 204 | | 85 | | 86 |
| BB | 101 | | 92 | | 93 |
| BB | 102 | | 94 | | 95 |
| BB | 103 | | 98 | | 99 |
| BB | 104 | | 100 | | 101 |
| BB | 201 | | 90 | H | 91 |
| BB | 202 | | 171 | | 96 |
| BB | 203 | | 170 | D | 97 |
| BB | 204 | | 102 | | 103 |
| CC | 101 | | 133 | | |
| CC | 102 | | 134 | | |
| CC | 103 | | 137 | | |
| CC | 104 | | 138 | | |
| CC | 105 | | 143 | | |
| CC | 106 | | 144 | | |
| CC | 107 | | 146 | | |
| CC | 201 | | 136 | | |

9904230498

**GARDEN GROVE, A CONDOMINIUM
TENTH AMENDED EXHIBIT C TO THE DECLARATION**

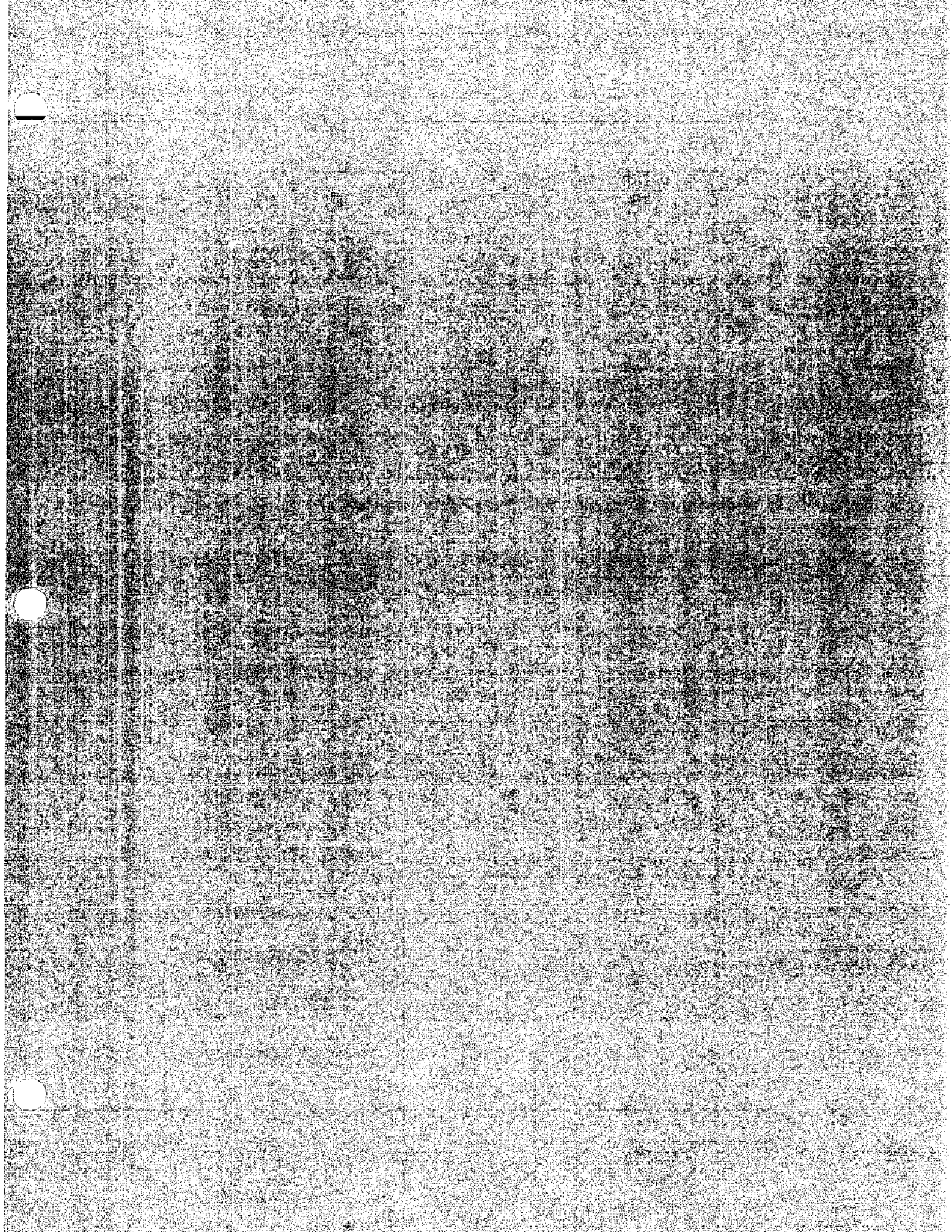
| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| CC | 202 | | 129 | | |
| CC | 203 | | 127 | | |
| CC | 204 | | 128 | | |
| CC | 205 | | 153 | | |
| CC | 206 | | 154 | | |
| CC | 207 | | 145 | | |
| CC | 301 | | 135 | | |
| CC | 302 | | 130 | | |
| CC | 303 | | 124 | | |
| CC | 304 | | 125 | | |
| CC | 305 | | 122 | | |
| CC | 306 | | 123 | | |
| DD | 101 | | 108 | | 109 |
| DD | 102 | | 110 | | 111 |
| DD | 103 | | 114 | | 115 |
| DD | 104 | | 116 | | 117 |
| DD | 201 | | 106 | F | 107 |
| DD | 202 | | 157 | | 112 |
| DD | 203 | | 156 | | 113 |

9904230492

| GARDEN GROVE, A CONDOMINIUM TENTH AMENDED EXHIBIT C TO THE DECLARATION | | | | | |
|-----------------------------------------------------------------------------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
| DD | 204 | | 118 | | 119 |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

9904230492



199906301250



199906301250
06/30/1999 04:50 PM Snohomish
P.0011 RECORDED County

WHEN RECORDED, RETURN TO

JAMES C MIDDLEBROOKS
ATTORNEY AT LAW
1221 First Avenue, #625
Seattle, Washington, 98101
(206) 748-0955

CHICAGO TITLE INSURANCE COMPANY HAS PLACED
THIS DOCUMENT OF RECORD AS A CUSTOMER
COURTESY AND ACCEPTS NO LIABILITY FOR THE
ACCURACY OR VALIDITY OF THE DOCUMENT

E 30762-55
DOCUMENT TITLE(S):

SEVENTEENTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS 18-

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511

GRANTOR(S): (DECLARANT)
METCO HOMES, L L C

GRANTEE(S): (PROJECT NAME)
GARDEN GROVE, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SECTION 24, TOWNSHIP 28N, RANGE 4E, W M

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

4429-002-046-0403
4429-002-047-0204

☐ Additional legal is on Exhibit A of the document

**SEVENTEENTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 8th day of June, 1998.

RECITALS

WHEREAS, a condominium previously has been established by the recording of that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004, 9805070136, 9806100100, 9808030048, 9809230452, 9812280805, 9903110636, 9903230133 and 9904230492, and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001, 9805075002, 9806105001, 9808035009, 9809235003 and 9812285002; upon the real property more particularly described in said Declaration

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **PARKING/STORAGE** In order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Eleventh Amended Exhibit C attached hereto and incorporated herein by reference

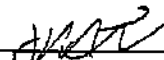
2. **EFFECTIVE DATE** This Amendment shall take effect upon recording

3. **OTHER PROVISIONS** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT Metco Homes, L.L.C.

BY


Jeff Metzner, It's Member
(printed name)

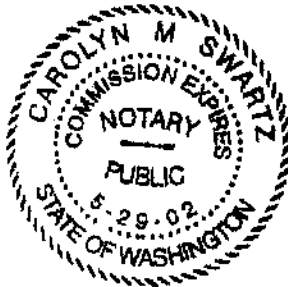
199906301250

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 23rd day of June, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Mietzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group

WITNESS my hand and seal hereto affixed the day and year in this certificate above written



Carolyn M. Swartz
NOTARY PUBLIC in and for the State of
Washington, residing in Everett, WA

My commission expires May 29, 2002

Print Notary Name Carolyn M. Swartz

199906301250

**GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | I | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |
| J | 1 | 2 | | | |

199906301250

**GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| J | 2 | 2 | | | |
| J | 3 | 2 | | | |
| J | 4 | 2 | | | 177 |
| K | 1 | 2 | | | |
| K | 2 | 2 | | | |
| L | 1 | 2 | | | |
| L | 2 | 2 | | | |
| L | 3 | 2 | | | |
| L | 4 | 2 | | | |
| M | 1 | 2 | | | |
| M | 2 | 2 | | | |
| N | 1 | 2 | | | |
| N | 2 | 2 | | | |
| O | 1 | 2 | | | |
| O | 2 | 2 | | | |
| O | 3 | 2 | | | |
| O | 4 | 2 | | | |
| P | 1 | 2 | | | |
| P | 2 | 2 | | | |

199906301250

**GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| P | 3 | 2 | | | |
| P | 4 | 2 | | | |
| Q | 1 | 2 | | | 184 |
| Q | 2 | 2 | | | |
| R | 1 | 2 | | | |
| R | 2 | 2 | | | |
| S | 1 | 2 | | | 187 |
| S | 2 | 2 | | | |
| T | 1 | 2 | 169 | | |
| T | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |

199906301250

**GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 24 | | 25 |
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |
| X | 101 | | 32 | | |
| X | 102 | | 50 | | |
| X | 103 | | 35 | | |
| X | 201 | | 33 | | |
| X | 202 | | 51 | | |
| X | 203 | | 34 | | |
| X | 301 | | 52 | | |
| X | 302 | | 49 | | |

199906301250

**GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| Y | 101 | | 37 | | |
| Y | 102 | | 39 | | |
| Y | 103 | | 46 | | |
| Y | 201 | | 38 | | |
| Y | 202 | | 43 | | |
| Y | 203 | | 44 | | |
| Y | 302 | | 40 | | |
| Y | 303 | | 45 | | |
| Z | 101 | | 61 | | |
| Z | 102 | | 58 | | |
| Z | 103 | | 64 | | |
| Z | 201 | | 62 | | |
| Z | 202 | | 59 | | |
| Z | 203 | | 63 | | |
| AA | 101 | | 76 | | |
| AA | 102 | | 77 | | 78 |
| AA | 103 | | 81 | | 82 |
| AA | 104 | | 83 | | 84 |
| AA | 201 | | 75 | | |

199906301250

**GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| AA | 202 | | 71 | | 79 |
| AA | 203 | | 70 | | 80 |
| AA | 204 | | 85 | | 86 |
| BB | 101 | | 92 | | 93 |
| BB | 102 | | 94 | | 95 |
| BB | 103 | | 98 | | 99 |
| BB | 104 | | 100 | | 101 |
| BB | 201 | | 90 | H | 91 |
| BB | 202 | | 171 | | 96 |
| BB | 203 | | 170 | D | 97 |
| BB | 204 | | 102 | | 103 |
| CC | 101 | | 133 | | |
| CC | 102 | | 134 | | |
| CC | 103 | | 137 | | |
| CC | 104 | | 129 | | |
| CC | 105 | | 122 | | |
| CC | 106 | | 144 | | |
| CC | 107 | | 146 | | |
| CC | 201 | | 136 | | |

199006301250

**GARDEN GROVE, A CONDOMINIUM
ELEVENTH AMENDED EXHIBIT C TO THE DECLARATION**

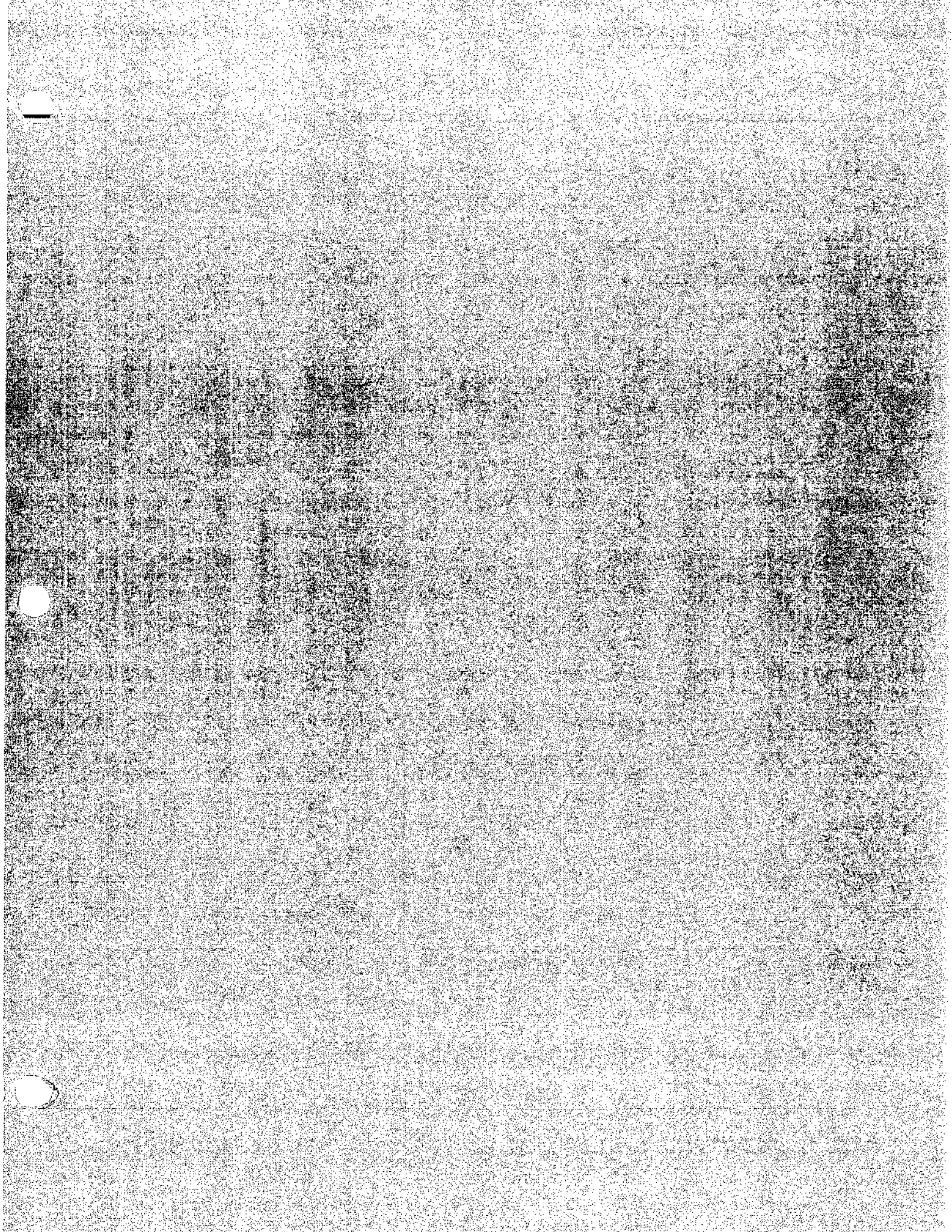
| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| CC | 202 | | 128 | | |
| CC | 203 | | 127 | | |
| CC | 204 | | 138 | | |
| CC | 205 | | 153 | | |
| CC | 206 | | 154 | | |
| CC | 207 | | 145 | | |
| CC | 301 | | 135 | | |
| CC | 302 | | 130 | | |
| CC | 303 | | 124 | | |
| CC | 304 | | 125 | | |
| CC | 305 | | 143 | | |
| CC | 306 | | 123 | | |
| DD | 101 | | 108 | | 109 |
| DD | 102 | | 110 | | 111 |
| DD | 103 | | 114 | | 115 |
| DD | 104 | | 116 | | 117 |
| DD | 201 | | 106 | F | 107 |
| DD | 202 | | 157 | | 112 |
| DD | 203 | | 156 | | 113 |

199906301250

| GARDEN GROVE, A CONDOMINIUM ELEVENTH AMENDED EXHIBIT C TO THE DECLARATION | | | | | |
|--------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------|-----------------------------------------|------------------|------------------------------------------|
| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
| DD | 204 | | 118 | | 119 |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

199906301250



199911030536



199911030536
11/03/1999 01:50 PM Snohomish
P.0011 RECORDED County

WHEN RECORDED, RETURN TO

JAMES C MIDDLEBROOKS
ATTORNEY AT LAW
1221 First Avenue, #625
Seattle, Washington, 98101
(206) 748-0955

DOCUMENT TITLE(S):
EIGHTEENTH AMENDMENT TO THE DECLARATION AND COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS

18.-

E30881

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511

GRANTOR(S): (DECLARANT)
METCO HOMES, L L C

GRANTEE(S): (PROJECT NAME)
GARDEN GROVE, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SECTION 24, TOWNSHIP 28N, RANGE 4E, W M

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

4429-002-046-0403

4429-002-047-0204

☐ Additional legal is on Exhibit A of the document

CHICAGO TITLE INSURANCE COMPANY HAS
THIS DOCUMENT OF RECORD AS A CUS
COURTESY AND ACCEPTS NO LIABILITY
FOR THE ACCURACY OR VALIDITY OF THE RECORD

**EIGHTEENTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 8th day of June, 1998

RECITALS

WHEREAS, a condominium previously has been established by the recording of that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004, 9805070136, 9806100100, 9808030048, 9809230452, 9812280805, 9903110636, 9903230133, 9904230492 and 9906301250, and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001, 9805075002, 9806105001, 9808035009, 9809235003 and 9812285002, upon the real property more particularly described in said Declaration

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows

1 **PARKING/STORAGE** In order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Eleventh Amended Exhibit C attached hereto and incorporated herein by reference

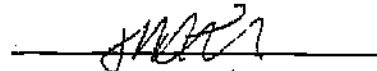
2 **EFFECTIVE DATE** This Amendment shall take effect upon recording

3 **OTHER PROVISIONS** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given

DECLARANT Metco Homes, L L C

BY


Jeff Metzger, It's Member
(printed name)

199911030536

**GARDEN GROVE, A CONDOMINIUM
TWELFTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | I | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |
| J | 1 | 2 | | | |

199911030536

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

§
§
§

November, 1999

On this 3rd day of ~~May, 1998~~, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jaff Metzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group

WITNESS my hand and seal hereto affixed the day and year in this certificate above written



Karen L. Misner
NOTARY PUBLIC in and for the State of
Washington, residing in ~~Everett, WA~~ Shoreline, WA
My commission expires 04-09-03
Print Notary Name Karen L. Misner

199911030536

**GARDEN GROVE, A CONDOMINIUM
TWELFTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| P | 3 | 2 | | | |
| P | 4 | 2 | | | |
| Q | 1 | 2 | | | 184 |
| Q | 2 | 2 | | | |
| R | 1 | 2 | | | |
| R | 2 | 2 | | | |
| S | 1 | 2 | | | 187 |
| S | 2 | 2 | | | |
| T | 1 | 2 | 169 | | |
| T | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |

199911030536

**GARDEN GROVE, A CONDOMINIUM
TWELFTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| J | 2 | 2 | | | |
| J | 3 | 2 | | | |
| J | 4 | 2 | | | |
| K | 1 | 2 | | | |
| K | 2 | 2 | | | |
| L | 1 | 2 | | | |
| L | 2 | 2 | | | |
| L | 3 | 2 | | | |
| L | 4 | 2 | | | |
| M | 1 | 2 | | | |
| M | 2 | 2 | | | |
| N | 1 | 2 | | | |
| N | 2 | 2 | | | |
| O | 1 | 2 | | | |
| O | 2 | 2 | | | |
| O | 3 | 2 | | | |
| O | 4 | 2 | | | |
| P | 1 | 2 | | | |
| P | 2 | 2 | | | |

199911030536

**GARDEN GROVE, A CONDOMINIUM
TWELFTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|------------------------|--------------------|--------------------------------------------------------------------|---------------------------------------|----------------------|----------------------------------------|
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 24 | | 25 |
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |
| X | 101 | | 32 | | |
| X | 102 | | 50 | | |
| X | 103 | | 35 | | |
| X | 201 | | 33 | | |
| X | 202 | | 51 | | |
| X | 203 | | 34 | | |
| X | 301 | | 52 | | |
| X | 302 | | 49 | | |

199911030536

**GARDEN GROVE, A CONDOMINIUM
TWELFTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| Y | 101 | | 37 | | |
| Y | 102 | | 39 | | |
| Y | 103 | | 46 | | |
| Y | 201 | | 38 | | |
| Y | 202 | | 43 | | |
| Y | 203 | | 44 | | |
| Y | 302 | | 40 | | |
| Y | 303 | | 45 | | |
| Z | 101 | | 61 | | |
| Z | 102 | | 58 | | |
| Z | 103 | | 64 | | |
| Z | 201 | | 62 | | |
| Z | 202 | | 59 | | |
| Z | 203 | | 63 | | |
| AA | 101 | | 76 | | |
| AA | 102 | | 77 | | 78 |
| AA | 103 | | 81 | | 82 |
| AA | 104 | | 83 | | 84 |
| AA | 201 | | 75 | | |

199911080536

**GARDEN GROVE, A CONDOMINIUM
TWELFTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| AA | 202 | | 71 | | 79 |
| AA | 203 | | 70 | | 80 |
| AA | 204 | | 85 | | 86 |
| BB | 101 | | 92 | | 93 |
| BB | 102 | | 94 | | 95 |
| BB | 103 | | 98 | | 99 |
| BB | 104 | | 100 | | 101 |
| BB | 201 | | 90 | H | 91 |
| BB | 202 | | 171 | | 96 |
| BB | 203 | | 170 | D | 97 |
| BB | 204 | | 102 | | 103 |
| CC | 101 | | 133 | | |
| CC | 102 | | 134 | | |
| CC | 103 | | 137 | | |
| CC | 104 | | 129 | A,B | |
| CC | 105 | | 122 | C,E | |
| CC | 106 | | 144 | | |
| CC | 107 | | 146 | | |
| CC | 201 | | 136 | | |

199911030536

**GARDEN GROVE, A CONDOMINIUM
TWELFTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|-------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| CC | 202 | | 128 | | |
| CC | 203 | | 127 | | |
| CC | 204 | | 138 | | |
| CC | 205 | | 153 | | |
| CC | 206 | | 154 | | |
| CC | 207 | | 145 | | |
| CC | 301 | | 135 | | |
| CC | 302 | | 130 | | |
| CC | 303 | | 124 | | |
| CC | 304 | | 125 | | |
| CC | 305 | | 143 | | |
| CC | 306 | | 123 | G,I | |
| DD | 101 | | 108 | | 109 |
| DD | 102 | | 110 | | 111 |
| DD | 103 | | 114 | | 115 |
| DD | 104 | | 116 | | 117 |
| DD | 201 | | 106 | F | 107 |
| DD | 202 | | 157 | | 112 |
| DD | 203 | | 156 | | 113 |

199911030536

| GARDEN GROVE, A CONDOMINIUM TWELFTH AMENDED EXHIBIT C TO THE DECLARATION | | | | | |
|-----------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------|-----------------------------------------|------------------|-------------------------------------------|
| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage-# of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovere d Parking Space Number* |
| DD | 204 | | 118 | | 119 |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

199911030536

200003160179



200003160179

03/16/2000 11:43 AM Snohomish
P.0010 RECORDED County

WHEN RECORDED, RETURN TO

JAMES C MIDDLEBROOKS
ATTORNEY AT LAW
315 NW 201st Place
Shoreline, Washington, 98177
(206)533-0805

DOCUMENT TITLE(S):
NINETEENTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511

GRANTOR(S): (DECLARANT)
METCO HOMES, L L C

GRANTEE(S): (PROJECT NAME)
GARDEN GROVE, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SECTION 24, TOWNSHIP 28N, RANGE 4E, W M

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

4429-002-046-0403

4429-002-047-0204

☐ Additional legal is on Exhibit A of the document

**EIGHTEENTH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 31st day of December, 1999

RECITALS

WHEREAS, a condominium previously has been established by the recording of that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004, 9805070136, 9806100100, 9808030048, 9809230452, 9812280805, 9903110636, 9903230133, 9904230492, 9906301250 and 9911030536, and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001, 9805075002, 9806105001, 9808035009, 9809235003 and 9812285002, upon the real property more particularly described in said Declaration

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows

1 **PARKING/STORAGE** In order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Eleventh Amended Exhibit C attached hereto and incorporated herein by reference

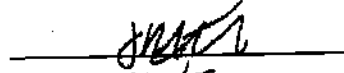

2 **EFFECTIVE DATE** This Amendment shall take effect upon recording

3 **OTHER PROVISIONS** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given

DECLARANT Metco Homes, L L C

BY

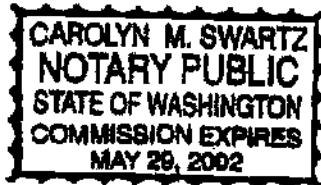

 , It's Member
(printed name)

200003160179

STATE OF WASHINGTON §
§
COUNTY OF SNOHOMISH §

On this 16 day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JEFF MIETZNER to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group

WITNESS my hand and seal hereto affixed the day and year in this certificate above written



Carolyn M. Swartz
NOTARY PUBLIC in and for the State of
Washington, residing in Everett, WA
My commission expires 5-29-02
Print Notary Name CAROLYN M. SWARTZ

200003160179

**GARDEN GROVE, A CONDOMINIUM
THIRTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | I | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |
| J | 1 | 2 | | | |
| J | 2 | 2 | | | |

200003160179

**GARDEN GROVE, A CONDOMINIUM
THIRTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| J | 3 | 2 | | | |
| J | 4 | 2 | | | |
| K | 1 | 2 | | | |
| K | 2 | 2 | | | |
| L | 1 | 2 | | | |
| L | 2 | 2 | | | |
| L | 3 | 2 | | | |
| L | 4 | 2 | | | |
| M | 1 | 2 | | | |
| M | 2 | 2 | | | |
| N | 1 | 2 | | | |
| N | 2 | 2 | | | |
| O | 1 | 2 | | | |
| O | 2 | 2 | | | |
| O | 3 | 2 | | | |
| O | 4 | 2 | | | |
| P | 1 | 2 | | | |
| P | 2 | 2 | | | |
| P | 3 | 2 | | | |
| P | 4 | 2 | | | |

200003160179

**GARDEN GROVE, A CONDOMINIUM
THIRTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| Q | 1 | 2 | | | 184 |
| Q | 2 | 2 | | | |
| R | 1 | 2 | | | |
| R | 2 | 2 | | | |
| S | 1 | 2 | | | 187 |
| S | 2 | 2 | | | |
| T | 1 | 2 | 169 | | |
| T | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |

200003160179

**GARDEN GROVE, A CONDOMINIUM
THIRTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 24 | | 25 |
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |
| X | 101 | | 32 | | |
| X | 102 | | 50 | | |
| X | 103 | | 35 | | |
| X | 201 | | 33 | | |
| X | 202 | | 51 | | |
| X | 203 | | 34 | | |
| X | 301 | | 52 | | |
| X | 302 | | 49 | | |
| Y | 101 | | 37 | | |
| Y | 102 | | 39 | | |
| Y | 103 | | 46 | | |
| Y | 201 | | 38 | | |

200003160179

**GARDEN GROVE, A CONDOMINIUM
THIRTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| Y | 202 | | 43 | | |
| Y | 203 | | 44 | | |
| Y | 302 | | 40 | | |
| Y | 303 | | 45 | | |
| Z | 101 | | 61 | | |
| Z | 102 | | 58 | | |
| Z | 103 | | 64 | | |
| Z | 201 | | 62 | | |
| Z | 202 | | 59 | | |
| Z | 203 | | 63 | | |
| AA | 101 | | 76 | | |
| AA | 102 | | 77 | | 78 |
| AA | 103 | | 81 | | 82 |
| AA | 104 | | 83 | | 84 |
| AA | 201 | | 75 | | |
| AA | 202 | | 71 | | 79 |
| AA | 203 | | 70 | | 80 |
| AA | 204 | | 85 | | 86 |
| BB | 101 | | 92 | | 93 |
| BB | 102 | | 94 | | 95 |

200003160179

**GARDEN GROVE, A CONDOMINIUM
THIRTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| BB | 103 | | 98 | | 99 |
| BB | 104 | | 100 | | 101 |
| BB | 201 | | 90 | H | 91 |
| BB | 202 | | 171 | | 96 |
| BB | 203 | | 170 | D | 97 |
| BB | 204 | | 102 | | 103 |
| CC | 101 | | 133 | | |
| CC | 102 | | 134 | | |
| CC | 103 | | 137 | | |
| CC | 104 | | 129 | A,B | |
| CC | 105 | | 155, 122 | C,E | |
| CC | 106 | | 144 | | |
| CC | 107 | | 146 | | |
| CC | 201 | | 136 | | |
| CC | 202 | | 128 | | |
| CC | 203 | | 127 | | |
| CC | 204 | | 138 | | |
| CC | 205 | | 153 | | |
| CC | 206 | | 154 | | |
| CC | 207 | | 145 | | |

200003160179

**GARDEN GROVE, A CONDOMINIUM
THIRTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| CC | 301 | | 135 | | |
| CC | 302 | | 130 | | |
| CC | 303 | | 124 | | |
| CC | 304 | | 125 | | |
| CC | 305 | | 143 | | |
| CC | 306 | | 123 | G,I | |
| DD | 101 | | 108 | | 109 |
| DD | 102 | | 110 | | 111 |
| DD | 103 | | 114 | | 115 |
| DD | 104 | | 116 | | 117 |
| DD | 201 | | 106 | F | 107 |
| DD | 202 | | 157 | | 112 |
| DD | 203 | | 156 | | 113 |
| DD | 204 | | 118 | | 119 |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

200003160179

200007170088



200007170088
07/17/2000 10:39 AM Snohomish
P.0011 RECORDED County

WHEN RECORDED, RETURN TO

JAMES C MIDDLEBROOKS
ATTORNEY AT LAW
315 NW 201st Place
Shoreline, Washington, 98177
(206)533-0805

DOCUMENT TITLE(S):

TWENTIETH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150511

GRANTOR(S): (DECLARANT)
METCO HOMES, L L C

GRANTEE(S): (PROJECT NAME)
GARDEN GROVE, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SECTION 24, TOWNSHIP 28N, RANGE 4E, W M

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

4429-002-046-0403

4429-002-047-0204

☐ Additional legal is on Exhibit A of the document

**TWENTIETH AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 27th day of June, 2000

RECITALS

WHEREAS, a condominium previously has been established by the recording of that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No 9707150511, 9707300169, 9708260534, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004, 9805070136, 9806100100, 9808030048, 9809230452, 9812280805, 9903110636, 9903230133, 9904230492, 9906301250, 9911030536 and 200003160179, and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001, 9805075002, 9806105001, 9808035009, 9809235003 and 9812285002, upon the real property more particularly described in said Declaration

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows

1 **PARKING/STORAGE** In order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Fourteenth Amended Exhibit C attached hereto and incorporated herein by reference

2 **EFFECTIVE DATE** This Amendment shall take effect upon recording

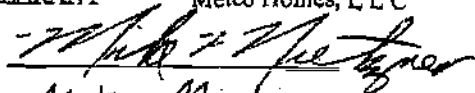
3 **OTHER PROVISIONS** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given

DECLARANT

Melco Homes, L L C

BY


Mike Mietner, It's Member
(printed name)

200007170088

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 14 day of July, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mike Mietzner to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Metco Homes, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group

WITNESS my hand and seal hereto affixed the day and year in this certificate above written



Kristy K. Kirpes
NOTARY PUBLIC in and for the State of
Washington, residing in Everett, WA
My commission expires April 9, 2003
Print Notary Name Kristy K Kirpes

200007170088

UNIT OWNER/MORTGAGEE CONSENT

The undersigned, who holds either an ownership interest or security interest (by virtue of a recorded mortgage or deed of trust) in Unit C105 of the Condominium more particularly described in the foregoing Declaration Amendment hereby consents to, ratifies and approves the foregoing Declaration Amendment

Dated as of 7-14 2000, 20__

200007170008

**GARDEN GROVE, A CONDOMINIUM
FOURTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | I | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |
| J | 1 | 2 | | | |
| J | 2 | 2 | | | |

200007170088

**GARDEN GROVE, A CONDOMINIUM
FOURTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| J | 3 | 2 | | | |
| J | 4 | 2 | | | |
| K | 1 | 2 | | | |
| K | 2 | 2 | | | |
| L | 1 | 2 | | | |
| L | 2 | 2 | | | |
| L | 3 | 2 | | | |
| L | 4 | 2 | | | |
| M | 1 | 2 | | | |
| M | 2 | 2 | | | |
| N | 1 | 2 | | | |
| N | 2 | 2 | | | |
| O | 1 | 2 | | | |
| O | 2 | 2 | | | |
| O | 3 | 2 | | | |
| O | 4 | 2 | | | |
| P | 1 | 2 | | | |
| P | 2 | 2 | | | |
| P | 3 | 2 | | | |
| P | 4 | 2 | | | |

200007170088

**GARDEN GROVE, A CONDOMINIUM
FOURTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| Q | 1 | 2 | | | 184 |
| Q | 2 | 2 | | | |
| R | 1 | 2 | | | |
| R | 2 | 2 | | | |
| S | 1 | 2 | | | 187 |
| S | 2 | 2 | | | |
| T | 1 | 2 | 169 | | |
| T | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |

200007170088

**GARDEN GROVE, A CONDOMINIUM
FOURTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 24 | | 25 |
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |
| X | 101 | | 32 | | |
| X | 102 | | 50 | | |
| X | 103 | | 35 | | |
| X | 201 | | 33 | | |
| X | 202 | | 51 | | |
| X | 203 | | 34 | | |
| X | 301 | | 52 | | |
| X | 302 | | 49 | | |
| Y | 101 | | 37 | | |
| Y | 102 | | 39 | | |
| Y | 103 | | 46 | | |
| Y | 201 | | 38 | | |

200007170088

**GARDEN GROVE, A CONDOMINIUM
FOURTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| Y | 202 | | 43 | | |
| Y | 203 | | 44 | | |
| Y | 302 | | 40 | | |
| Y | 303 | | 45 | | |
| Z | 101 | | 61 | | |
| Z | 102 | | 58 | | |
| Z | 103 | | 64 | | |
| Z | 201 | | 62 | | |
| Z | 202 | | 59 | | |
| Z | 203 | | 63 | | |
| AA | 101 | | 76 | | |
| AA | 102 | | 77 | | 78 |
| AA | 103 | | 81 | | 82 |
| AA | 104 | | 83 | | 84 |
| AA | 201 | | 75 | | |
| AA | 202 | | 71 | | 79 |
| AA | 203 | | 70 | | 80 |
| AA | 204 | | 85 | | 86 |
| BB | 101 | | 92 | | 93 |
| BB | 102 | | 94 | | 95 |

200007170088

**GARDEN GROVE, A CONDOMINIUM
FOURTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| BB | 103 | | 98 | | 99 |
| BB | 104 | | 100 | E | 101 |
| BB | 201 | | 90 | H | 91 |
| BB | 202 | | 171 | | 96 |
| BB | 203 | | 170 | D | 97 |
| BB | 204 | | 102 | | 103 |
| CC | 101 | | 133 | | |
| CC | 102 | | 134 | | |
| CC | 103 | | 137 | | |
| CC | 104 | | 129 | A,B | |
| CC | 105 | | 155, 122 | C | |
| CC | 106 | | 144 | | |
| CC | 107 | | 146 | | |
| CC | 201 | | 136 | | |
| CC | 202 | | 128 | | |
| CC | 203 | | 127 | | |
| CC | 204 | | 138 | | |
| CC | 205 | | 153 | | |
| CC | 206 | | 154 | | |
| CC | 207 | | 145 | | |

200007170088

**GARDEN GROVE, A CONDOMINIUM
FOURTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| CC | 301 | | 135 | | |
| CC | 302 | | 130 | | |
| CC | 303 | | 124 | | |
| CC | 304 | | 125 | | |
| CC | 305 | | 143 | | |
| CC | 306 | | 123 | G | |
| DD | 101 | | 108 | | 109 |
| DD | 102 | | 110 | | 111 |
| DD | 103 | | 114 | | 115 |
| DD | 104 | | 116 | | 117 |
| DD | 201 | | 106 | F | 107 |
| DD | 202 | | 157 | | 112 |
| DD | 203 | | 156 | | 113 |
| DD | 204 | | 118 | | 119 |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).

200007170088

970 715 501



200305150663 11 PGS
05-15-2003 12:56pm \$29.00
SNOHOMISH COUNTY, WASHINGTON

WHEN RECORDED, RETURN TO:

JAMES C. MIDDLEBROOKS
ATTORNEY AT LAW
315 NW 201st Place
Shoreline, Washington, 98177
(206)533-0805

RECORDER'S NOTE:
PORTIONS OF THIS DOCUMENT
ARE POOR QUALITY FOR SCANNING.

PNWT W - 16481

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DOCUMENT TITLE(S): TWENTY FIRST AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS |
| REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9707150311 |
| GRANTOR(S): (DECLARANT) METCO HOMES, L.L.C. |
| GRANTEE(S): (PROJECT NAME) GARDEN GROVE, A CONDOMINIUM |
| LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE) SECTION 24, TOWNSHIP 28N, RANGE 4E, W.M. <input type="checkbox"/> Additional legal is on Exhibit A of the document |
| ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 4429-002-046-0403 4429-002-047-0204 <input type="checkbox"/> Additional legal is on Exhibit A of the document |

Said document(s) were filed for
record by Pacific NW Title as accommodation
only. It has not been examined as to
proper execution or as to its effect
upon title.

TWENTY FIRST AMENDMENT TO DECLARATION OF
GARDEN GROVE, A CONDOMINIUM

THIS AMENDMENT in the Declaration of the above-named Condominium is made as of this 14th day of May, 2003

RECITALS

WHEREAS, a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Snohomish County Recording No. 9707150511, 9707300169, 9708260334, 9709220595, 9712040046, 9801150310, 9802120486, 9803090780, 980408004, 9805070136, 9806100100, 9808030048, 9809230452, 9812280805, 9903110636, 9903230133, 9904230492, 9906301250, 9911030536, 200003160179 and 200007170088; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 9707155002, 9708265008, 9709225003, 9712045001, 9801155001, 9802125001, 9803095010, 9804085001, 9805075002, 9806105001, 9808035009, 9809235003 and 9812285002; upon the real property more particularly described in said Declaration.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **PARKING/STORAGE** In order to modify the allocation of certain Parking Assignments to certain Units, the Exhibit C to said Declaration (and any previous amendments to said Exhibit C) is hereby entirely amended, superseded and replaced by the Fifteenth Amended Exhibit C attached hereto and incorporated herein by reference.

2. **EFFECTIVE DATE.** This Amendment shall take effect upon recording.

3. **OTHER PROVISIONS.** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Metco Homes, L.L.C.

BY: [Signature]

[Signature] It's Member
(Printed name)

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 14th day of May, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mr. Vincent to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Merco Homes, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said group.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



JoAnn Marie Pack
NOTARY PUBLIC in and for the State of
Washington, residing in Bremerton, WA
My commission expires: 4-10-04
Print Notary Name: JoAnn Marie Pack

**GARDEN GROVE, A CONDOMINIUM
FIFTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| A | 1 | 2 | | | |
| A | 2 | 2 | | | |
| B | 1 | 2 | | | |
| B | 2 | 2 | | | |
| C | 1 | 2 | | | |
| C | 2 | 2 | | | |
| D | 1 | 2 | | | |
| D | 2 | 2 | | I | |
| E | 1 | 2 | | | |
| E | 2 | 2 | | | |
| F | 1 | 2 | | | |
| F | 2 | 2 | | | |
| G | 1 | 2 | | | |
| G | 2 | 2 | | | |
| H | 1 | 2 | | | |
| H | 2 | 2 | | | |
| I | 1 | 2 | | | 179A |
| I | 2 | 2 | | | |
| J | 1 | 2 | | | |

**GARDEN GROVE, A CONDOMINIUM
FIFTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| J | 2 | 2 | | | |
| J | 3 | 2 | | | |
| J | 4 | 2 | 177 | | |
| K | 1 | 2 | | | |
| K | 2 | 2 | | | |
| L | 1 | 2 | 180 | | |
| L | 2 | 2 | | | |
| L | 3 | 2 | | | |
| L | 4 | 2 | | | |
| M | 1 | 2 | | | |
| M | 2 | 2 | | | |
| N | 1 | 2 | | | |
| N | 2 | 2 | | | |
| O | 1 | 2 | | | |
| O | 2 | 2 | | | |
| O | 3 | 2 | | | |
| O | 4 | 2 | | | |
| P | 1 | 2 | | | |
| P | 2 | 2 | | | |

**GARDEN GROVE, A CONDOMINIUM
FIFTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| P | 3 | 2 | | | |
| P | 4 | 2 | | | |
| Q | 1 | 2 | | | 184 |
| Q | 2 | 2 | | | |
| R | 1 | 2 | | | |
| R | 2 | 2 | | | |
| S | 1 | 2 | | | 187 |
| S | 2 | 2 | | | |
| T | 1 | 2 | 169 | | |
| T | 2 | 2 | | | |
| U | 1 | 2 | | | |
| U | 2 | 2 | | | |
| U | 3 | 2 | | | |
| U | 4 | 2 | | | |
| V | 101 | 0 | 1 | | |
| V | 102 | 0 | 2 | | |
| V | 103 | 0 | 10 | | |
| V | 104 | 0 | 11 | | |
| V | 201 | 0 | 4 | | |

**GARDEN GROVE, A CONDOMINIUM
FIFTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| V | 202 | 0 | 3 | | |
| V | 203 | 0 | 9 | | |
| V | 204 | 0 | 8 | | |
| W | 101 | | 16 | | 17 |
| W | 102 | | 18 | | 19 |
| W | 103 | | 22 | | 23 |
| W | 104 | | 24 | | 25 |
| W | 201 | | 14 | | 15 |
| W | 202 | | 57 | | 20 |
| W | 203 | | 56 | | 21 |
| W | 204 | | 26 | | 27 |
| X | 101 | | 32 | | |
| X | 102 | | 50 | | |
| X | 103 | | 35 | | |
| X | 201 | | 33 | | |
| X | 202 | | 51 | | |
| X | 203 | | 34 | | |
| X | 301 | | 52 | | |
| X | 302 | | 49 | | |

**GARDEN GROVE, A CONDOMINIUM
FIFTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| Y | 101 | | 37 | | |
| Y | 102 | | 39 | | |
| Y | 103 | | 46 | | |
| Y | 201 | | 38 | | |
| Y | 202 | | 43 | | |
| Y | 203 | | 44 | | |
| Y | 302 | | 40 | | |
| Y | 303 | | 45 | | |
| Z | 101 | | 61 | | |
| Z | 102 | | 58 | | |
| Z | 103 | | 64 | | |
| Z | 201 | | 62 | | |
| Z | 202 | | 59 | | |
| Z | 203 | | 63 | | |
| AA | 101 | | 76 | | |
| AA | 102 | | 77 | | 78 |
| AA | 103 | | 81 | | 82 |
| AA | 104 | | 83 | | 84 |
| AA | 201 | | 75 | | |

**GARDEN GROVE, A CONDOMINIUM
FIFTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|------------------------|--------------------|---------------------------------------------------------------------|---------------------------------------|----------------------|----------------------------------------|
| AA | 202 | | 71 | | 79 |
| AA | 203 | | 70 | | 80 |
| AA | 204 | | 85 | | 86 |
| BB | 101 | | 92 | | 93 |
| BB | 102 | | 94 | | 95 |
| BB | 103 | | 98 | | 99 |
| BB | 104 | | 100 | E | 101 |
| BB | 201 | | 90 | H | 91 |
| BB | 202 | | 171 | | 96 |
| BB | 203 | | 170 | D | 97 |
| BB | 204 | | 102 | | 103 |
| CC | 101 | | 133 | | |
| CC | 102 | | 134 | | |
| CC | 103 | | 137 | | |
| CC | 104 | | 129 | A,B | |
| CC | 105 | | 122 | C | |
| CC | 106 | | 144 | | |
| CC | 107 | | 146 | | |
| CC | 201 | | 136 | | |

**GARDEN GROVE, A CONDOMINIUM
FIFTEENTH AMENDED EXHIBIT C TO THE DECLARATION**

| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
|-----------------|-------------|--------------------------------------------------------------|--------------------------------|---------------|---------------------------------|
| CC | 202 | | 128 | | |
| CC | 203 | | 127 | | |
| CC | 204 | | 138 | | |
| CC | 205 | | 153 | | |
| CC | 206 | | 154 | | |
| CC | 207 | | 145 | | |
| CC | 301 | | 135 | | |
| CC | 302 | | 130 | | |
| CC | 303 | | 124 | | |
| CC | 304 | | 125 | | |
| CC | 305 | | 143 | | |
| CC | 306 | | 123 | G | |
| DD | 101 | | 108 | | 109 |
| DD | 102 | | 110, 155 | | 111 |
| DD | 103 | | 114 | | 115 |
| DD | 104 | | 116 | | 117 |
| DD | 201 | | 106 | F | 107 |
| DD | 202 | | 157 | | 112 |
| DD | 203 | | 156 | | 113 |

| GARDEN GROVE, A CONDOMINIUM FIFTEENTH AMENDED EXHIBIT C TO THE DECLARATION | | | | | |
|-------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------|-----------------------------------------|------------------|------------------------------------------|
| Building Letter | Unit Number | Parking Spaces - Part of Unit (Enclosed Garage- # of Spaces) | Enclosed Parking Space Number* | Storage Units | Uncovered Parking Space Number* |
| DD | 204 | | 118 | | 119 |

* Some parking spaces and storage areas may not have as yet been allocated to Units as Limited Common Elements, but remain subject to the Declarant's right to later allocate such parking spaces and storage areas as Limited Common Elements (such later allocation shall only be made if the general locations of such parking spaces and storage areas are then shown on the Survey Map and Plans and if such allocation is made by amendment to this Declaration).