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AMENDED AND RESTATED Declaration For THE 700 SEVENTH CONDOMINIUM ASSOCIATION

GRANTOR: THE 700 SEVENTH CONDOMINIUM ASSOCIATION

GRANTEE: THE 700 SEVENTH CONDOMINIUM ASSOCIATION

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Amended #9511300478

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AMENDED AND RESTATED Declaration For THE 700 SEVENTH CONDOMINIUM ASSOCIATION

RECITALS

A condominium Declaration submitting real estate to the Washington Condominium Act, Laws of 1989, Chapter 43 ([RCW 64.34.264](#)), as amended, entitled Declaration and Covenants, Conditions, Restrictions and Reservations for 700 Seventh, a Condominium, was recorded on March 15, 1994, under Recording No. 9403150508 in Spokane County, Washington (the "Original Declaration"). The Survey Map and Plans were recorded on March 15, 1994, in Spokane County, Washington under Recording No. 9403150513 amended survey Recording # 9403280042.

LIST OF AMENDMENTS

Along with other amendments to the Declaration, the Association has also voted to amend the statute that governs the community, by adopting the Washington Uniform Common Interest Ownership Act (WUCIOA), [RCW 64.90](#) et seq, as provided for in [RCW 64.90.095\(3\)\(d\)](#), in that at least 30% of the votes in the Association were cast, and 67% of those votes were in favor of the proposal to adopt WUCIOA.

The covenants, conditions, restrictions, and reservations in this Declaration and the provisions of WUCIOA, [Chapter 64.90](#), as indicated herein, shall be binding upon the Association and upon all owners of a Unit or an interest therein (e.g., a leasehold interest or security interest), even though a copy of this Declaration may not have been provided to the owner or this Declaration may not have been referenced in the deed to the Unit prior to the acquisition and regardless of the manner of acquisition (e.g., voluntary sale, foreclosure, inheritance, or gift).

Pursuant to Article 21 of the Original Declaration, not less than sixty-seven percent (67%) of the voting power in the Association approved this Amended and Restated Declaration.

Pursuant to Section 21.7 of the Original Declaration, there are no Eligible Mortgagees whose consent is required to amend the Declaration

To accomplish the foregoing purpose, the undersigned President and Secretary, respectively, of **The 700 Seventh Condominium Association**, the Association duly authorized to govern 700 Seventh, a Condominium, do hereby certify that the requirements of the Declaration have been complied with and therefore declare and adopt the following Amended and Restated Declaration:

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ARTICLE 1: DEFINITIONS & INTERPRETATION

Remedies to Be Liberally Administered. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of this Condominium under the provisions of Washington law. It is intended and covenanted that the provisions of applicable Washington statutes be liberally construed so as to effectuate the intent of this Declaration. The remedies provided under the Act must be liberally administered to the end that the aggrieved party is put in as good a position as if the other party had fully performed. However, consequential, special, or punitive damages may not be awarded except as specifically provided in the Act or by other rule of law.

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 the relevant Washington statutes. Unless a contrary meaning is clearly defined or demonstrated, all the words herein shall be given their ordinary meaning. The provisions of the Act and WUCIOA referenced herein under which this Declaration is operative shall be liberally construed to affect the intent of this Declaration. Any provision of the Act or WUCIOA specifically referenced shall be understood to be in force even if the complete text of such provision is not included herein.
2. **Supplemental General Principles of Law Applicable.** The principles of law and equity, including the law of corporations, the law of real estate, and the law relative to the capacity to contract, principal and agent, eminent domain, estoppel, fraud, misrepresentation, duress, coercion, mistake, receivership, substantial performance, or other validating or invalidating cause supplement this Declaration, except to the extent inconsistent with the Act.
3. **Obligation of Good Faith.** Every contract or duty governed under the Act imposes an obligation of good faith in its performance or enforcement.
4. **Construction and Validity of Governing Documents.**
 - 4.1. All provisions of the Governing Documents are severable. If any provision of a Governing Document, or its application to any person or circumstances, is held invalid, the remainder of the Governing Document or application to other persons or circumstances is not affected.
 - 4.2. If a conflict exists between the Declaration and the organizational Documents, the Declaration prevails except to the extent the Declaration is inconsistent with law. If any restriction stated in this, the Bylaws, and/or any other Governing Document conflicts with any applicable law, ordinance, decree, rule, regulation or other orders ("governmental mandates") of a governmental authority, then the offending restriction shall be enforced only to the extent permitted by any such mandates.

5. **Consistent with Act.** The terms used herein are intended to have the same meaning as given in the Washington Uniform Common Interest Ownership Act ([RCW 64.90 "WUCIOA"](#)) unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.
6. **Covenant Running with Land.** This Declaration shall operate as a set of covenants running with the land, or equitable servitudes, binding on all Owners of the Property or a Unit, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the Act, and operating independently of the Act, should the Act or any part thereof be, in any respect, inapplicable.
7. **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 substantive provisions of thisD. The various Exhibits referred to and attached shall be deemed incorporated herein.
8. **Inflationary Increase in Dollar Limits.** To adjust for changes in the value of US currency, any fixed dollar amounts specified in this, the Bylaws and any other written Governing Document in connection with any proposed action or decision of the Board or Association shall be increased proportionately by the increase in the [Consumer Price Index for the Western Region for All Urban Consumers \("CPI-U Index"\)](#), prepared by the United States Department of Labor over the base Index of January 1 of the calendar year after which the Restated Declaration is recorded. In the event the CPI-U Index is discontinued, the Board shall select a comparable Index for this purpose.
9. **Form of Words.** Each use of the masculine, neuter or feminine gender herein will be deemed to include the other genders, and each use of the plural will include the singular, and vice versa, in each case as the context requires.
10. **Definitions.** The definitions in WUCIOA and this section apply throughout this Declaration unless the context clearly requires otherwise.

"The Act" or "Act" means the Washington Uniform Common Interest Ownership Act ("WUCIOA"), Laws of July 1, 2018, [RCW Chapter 64.90 "and as amended"](#). All references to the Revised Code of Washington in this Declaration, that are amended, will be the prevailing governing law.

"Allocated interests" means the following interests allocated to each Unit: the undivided interest in the Common Elements, the common expense liability, and votes in the Association; (See Exhibit "C")

"Approve, confirm, consent, decide, designate, determine and vote" as related to the Board of Directors means the unanimous written consent of all Directors or the acts of a majority of a quorum of Directors at a meeting held pursuant to the Bylaws.

"Assessment" means all sums chargeable by the Association against a Unit, including any Assessments levied or imposed through the budget process; specially allocated expenses or any expense chargeable to an Owner or Unit as provided by the Declaration or law; fines or

fees levied or imposed by the Association pursuant to the Governing Documents; interest and late charges on any delinquent account, and all costs of collection incurred by the Association in connection with the collection of a delinquent Owner's account, including reasonable attorney's fees.

"Association" means the Unit Owners Association organized under this Declaration, known as **The 700 Seventh Condominium Association**.

"Ballot" means a Record designed to cast or register a vote or consent in a form provided or accepted by the Association.

"Board" or **"Board of Directors"** means the body designated in the Declaration with primary authority to manage the affairs of the Association, as further described in the Bylaws. "Directors" and "Board Members" are synonyms.

"Business" and **"Trade"** have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves the provision of goods or services for which the provider receives a fee, compensation or other form of consideration, regardless of whether (a) the activity is engaged in full-time or part-time; (b) the activity is intended to or does generate a profit; or (c) a license is required to engage in the activity.

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

"Capital Addition or Improvement" means additions to the existing Condominium Property. This shall not include making, in the ordinary course of operations, maintenance, repair and/or replacement to the Common Elements or Limited Common Elements with substantially similar items, subject to: (A) Availability of materials and products, (B) prevailing law, or (C) sound engineering and construction standards then prevailing.

"Common Elements" or **"CE"** mean all portions of the Condominium other than the Units. The Common Elements benefit all Units, and each Owner has an undivided interest in the Common Elements.

"Common Expense" means any expense of the Association, including allocations to reserves, allocated to all of the Unit Owners in accordance with common expense liability.

"Common Expense Liability" means the liability for common expenses assigned to each Unit based on the Allocated Interest assigned to each Unit pursuant to "Exhibit C."

"Declaration" means this Amended and Restated Declaration for The 700 Seventh Condominium Association, as it may be amended from time to time.

"Dispute" means a conflict or a controversy arising out of or related to the provisions of the Governing Documents and duly authorized decisions of the Board. "Dispute" does not include enforcement by the Board of any Violation of the Governing Documents, though enforcement of a Violation may evolve into a Dispute if the final decision of the Board regarding a Violation is challenged. "Dispute" does not include the collection of unpaid Assessments as provided in Article 13.

"Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

"Electronic Transmission" or **"Electronically Transmitted"** means any electronic communication (a) not directly involving the physical transfer of a record in a tangible medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient of the

communication, and that may be directly reproduced in a tangible medium by a sender and recipient.

"Eligible Mortgagee" means the holder of a security interest on a Unit 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.

"Emergency" means an event or condition or a state of emergency declared by a government for an area that includes the common interest community that constitutes an imminent: (a) Threat to the health or safety of the public or residents of the common interest community; (b) Threat to the habitability of units; or (c) Risk of substantial economic loss to the association. Emergency actions taken by the Board are further defined in [RCW 64.90.502](#).

"Furniture" means tables, chairs, umbrellas and other commonly recognizable items used to make a space suitable for the use and enjoyment of its occupants.

"Governing Documents" means the organizational Documents, Bylaws, survey maps and plans, Declaration, rules and regulations, or other written instruments by which the Association has the authority to exercise any of the powers provided for in the Act or to manage, maintain, or otherwise affect the property under its jurisdiction. In the event of, and only to the extent of a conflict between the following, applicable statutes control over the Declaration, the Declaration controls over the Bylaws, and the Bylaws control over the Rules, Regulations and policies adopted by the Board.

"Greenscaping" means natural and/or man-made features such as soil, groundcover, plants, shrubs, trees, and faux substitutes for the same and accouterments that support such elements.

"Hardscaping" means natural and/or man-made usually inorganic features used in landscape architecture such as glass, metal, pottery, stone, wood, etc., but not including outdoor furniture.

"Immediate Nuclear or Extended Family" refers to parents, grandparents, children, spouses or siblings for the purpose of leasing.

"Limited Common Elements" or **"LCEs"** means those portions of the Common Elements described in Articles 4 & 6 and Exhibit B.

"Managing Agent" means a professional manager retained by the Board as provided for in Article 9.

"Ministerial Actions" means act or duty carried out without exercise of personal judgment or discretion.

"Organizational Documents" means the instruments filed with the Secretary of State to create an entity and the instruments Governing the internal affairs of the entity including, but not limited to, any articles of incorporation, certificate of formation, and Bylaws (which need not be filed or recorded).

"Occupant" means a person who stays overnight in a Unit thirty (30) days within a three-month period.

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

"Personnel" includes individuals who are financially compensated by the Association for their service

"Record," when used as a noun, means information inscribed on a tangible medium or contained in an electronic transmission, as further defined in Article 9.

"Limited Common Elements" or "LCEs" means those Limited Common Elements allocated to the Residential Units. The LCEs are described in Declaration 3, Exhibit B and are shown on the Survey Map and Plans.

"Residential User" mean any Unit Owner or that Owner's agents, guests, invitees, licensees, occupants, pets, servants, and tenants.

"Rule" or "Regulation" means any guideline, restriction, procedure, or regulation of an Association, however denominated, that is not set forth in the Declaration or organizational Documents and governs the conduct of persons or the use or appearance of property.

"Specially Allocated Expense" means any expense of the Association, including allocations to reserves, allocated to some or all of the Unit Owners pursuant to Article 11.

"Structural alterations" are changes in the supporting members of the Buildings such as bearing walls or partitions, columns, beams or girders, or any substantial change to the roof or in the exterior load-bearing walls.

"Survey Map and Plans" means those certain Survey Map and Plans of the Condominium recorded in Spokane County, Spokane, WA, under recording number 9403150513 (Mar. 15, 1994, Vol.1570).

"Tangible Medium" means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

"Transfer of Ownership" means any conveyance of a Unit, whether by deed, gift, devise, inheritance, trust conveyance, foreclosure, or any other transfer, voluntary or involuntary, of legal or equitable title, excluding (i) a transfer between spouses or domestic partners incident to marriage, separation, divorce, or death; or (ii) a transfer solely for estate planning purposes where no change in beneficial use or occupancy occurs.

"Unit" means a physical portion of the condominium designated for separate Ownership or occupancy, the boundaries of which are described in Article 4.

"Unit Owner" or "Owner" means a person that owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation. It also means the vendee, not the vendor, of a Unit under a recorded real estate contract.

"Violation" means an infraction or breach of the Governing Documents, any duly authorized, lawful decision of the Board, or applicable local, state, or federal law and **"Violate"** means to commit such an infraction or breach.

"Voting Power" means the weight of a Unit Owner's vote and is equal to the Unit Owner's percentage of undivided Ownership interest in the Common Elements set forth in Exhibit C.

"Written" means embodied in a tangible medium. It includes communications by electronic transmission: 1) only for persons who have agreed to accept Notice by electronic transmission, and; 2) which can be printed by both the sender and recipient.

ARTICLE 2: DESCRIPTION OF LAND

1. **Legal Description.** The land on which the Buildings and improvements provided for in this Declaration are located is described in **Exhibit A**.
2. **Exhibit B** describes certain Limited Common Elements and the following data for each Unit as established at the time of construction: Approximate area; number of bathrooms, whole or partial; number of rooms designated primarily as bedrooms; level upon which the Unit is located; and Allocated Interests of the Unit .

ARTICLE 3: DESCRIPTION OF BUILDING

1. **Description of Buildings.** There is a single building in the Condominium. The Building may be further described on the Survey Map and Plans.

ARTICLE 4: DESCRIPTION OF UNITS

1. **Number and Location.** Each Unit is identified in this Declaration by a number. The Unit number of each Unit is described in Exhibit C and the Survey Map and Plans.
2. **Unit Boundaries.** The interior sides of the unit's concrete dividing walls, floors, or ceilings are designated as boundaries of a Unit; all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, or ceilings are a part of the Common Elements. Spaces, interior partitions, fixtures, betterments and improvements within the boundaries of each Unit which were installed by the Declarant or by an Owner and intended to be a permanent part of the Unit, other than Common Elements, are part of the Unit.
 - 2.1. 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 that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
 - 2.2. Subject to the above, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.
 - 2.3. Any fireplaces, awnings, shutters, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
 - 2.4. This definition of Unit Boundaries is materially similar to [RCW 64.90.210\(1\)\(a\)](#) and as follows:

3. **Items Included in the Units.** Each Unit includes:

- 3.1. The paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof.
- 3.2. The outlets of any utility service lines such as water, sewage, gas or electricity and ventilating ducts within the Unit;
- 3.3. Electrical panels, lights, fans, outlets, switches and any other electrical fixture in or connected to the Unit are part of the Unit. (Wires running from the Unit main electrical panel and between the interior side of the concrete walls, floors, ceilings, and behind finished surfaces serving only one Unit are Limited Common Elements assigned to the Unit.)
- 3.4. Valves, drains, traps, supply lines, wax rings, and other plumbing fixtures in or connected to the Unit are part of the Unit. (Water pipes inside the walls and floors originating at and including the Unit shut-off valves and serving only one Unit are Limited Common Elements assigned to the Unit.

4. **Vertical Boundaries.**

- 4.1. The vertical boundaries are at the following points in the walls forming the Unit: For boundary walls of the Unit that are also exterior walls of the building in which the Unit is located, the boundary is the interior concrete surface of the cladding of those exterior boundary walls. For boundary walls of the Unit that are not exterior walls of a building, and are common walls with another Unit, the boundary is the interior concrete surface on the Unit side of such walls. For boundary walls of the Unit that are not exterior walls of a building, and are walls adjoining an interior common element, the boundary is the exterior of the face of the studs forming an interior side of the concrete wall surface on the Unit side of such walls.

5. **Monuments as Boundaries.**

- 5.1. The physical boundaries of a Unit located in the building as constructed or reconstructed in substantial accordance with the Survey Maps and Plans, as it may be amended, are its boundaries rather than any boundaries shown on the maps and plans, regardless of settling or lateral movement of the Unit or of any building containing or comprising the Unit, or of any minor variance between boundaries of the Unit as constructed or as shown on the map.
- 5.2. This section does not relieve a Unit Owner from liability in case of the Unit Owner's willful conduct, or relieve any other person from liability for failure to adhere to the map, if the Owner modifies the boundary of the Unit.

ARTICLE 5: COMMON ELEMENTS

1. **Common Elements and Facilities.** The Common Elements consist of all parts of the Condominium and the real property described in Exhibit A other than the Units, and specifically include the Limited Common Elements. The COMMON ELEMENTS also include any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a Unit which serves more than one Unit or any portion of a Common Element. Common Elements include:
 - 1.1. The land referenced in Article 2.
 - 1.2. The roof, foundation, columns, girders, studding, joists, beams, supports, main walls (excluding only non-bearing interior partitions in Units) and all other structural parts of the Building to the interior surfaces of the Units' perimeter walls. The structural concrete walls, floors, and ceilings, and the windows and doors, form the boundaries of the Units as defined in this Declaration. The term "interior surfaces" shall not include paint, wallpaper, carpeting, tiles or other such decorative surface coverings or finishes, which are a part of the Unit.
 - 1.3. Installations of central services such as power, light, gas, water, pipes, conduits and wires which serve more than one Unit or the Common Elements, and in general all apparatus and installations existing for common use. To the extent that these central services support only one Unit, the Unit Owner of said Unit is responsible for the maintenance of the central services providing for their Unit. In instances where central services provide for only two Units, the Unit Owners possessing those two Units shall share joint responsibility for the maintenance requirements of the central service. More specifically, individual Owners maintain all water supply pipes, beginning at and including the Unit water shut off valve, which serves only their Unit, but drain pipes (after they have joined a common stack or main) shall be maintained as a Common Expense.
 - 1.4. The driving areas which provide access to the Limited Common Elements for parking.
 - 1.5. The landscaped areas and walkways which surround and provide access to the Building or are used for recreational purposes.
 - 1.6. The ground level area, halls and corridors not within individual Units, storage areas, stairways, and stairs and entrances and exits of the Building.
 - 1.7. The Recreational Facilities: Swimming Pool and adjoining deck and Recreation Room (Unit 108).
 - 1.8. The garage, refuse disposal, management facilities, equipment rooms and other spaces identified on the Survey Maps and Plans.

- 1.9. Certain items which could ordinarily be considered Common Elements such as, but not limited to: window screens, locks on doors and mailboxes, awnings, storm windows, and similar items, are designated as Limited Common Elements. Also see Exhibit B.
2. **Use of Common Elements.** Driveways, walkways, halls, corridors, stairways, and other portions of the Common Elements used for access shall be used exclusively for normal ingress and egress. No obstructions shall be placed therein unless permitted by the Board of Directors or the Association's rules and regulations.
3. **Conveyance or Encumbrance of Common Elements.** Portions of the Common Elements may be conveyed or subjected to a security interest by the Association pursuant to [RCW 64.90.465](#). Unless made pursuant to this section, any purported conveyance, encumbrance, judicial sale, or other voluntary transfer of Common Elements is void.

ARTICLE 6: LIMITED COMMON ELEMENTS

1. **Limited Common Elements.** Exhibit B and the Survey Maps and Plans describe the building areas and components that are assigned to types of Units by floor (consisting of Fireplaces and Decks). The Survey Maps and Plans provide additional information as to the location of each LCE. Responsibility for maintenance, repair and replacement of the LCE are described in Exhibit A of The 700 Seventh Condominium Bylaws. The Board's authority to regulate use of Common Elements extends to Limited Common Elements.
2. **Use of Limited Common Elements.** Subject to easement rights described herein, each Unit Owner shall have the exclusive right to use the Limited Common Elements allocated or assigned solely to the Owner's Unit. The right to use the Limited Common Elements extends not only to each Unit Owner, but also to the Unit Owner's Residential Users. The Board may adopt rules and regulations Governing the use of the Limited Common Elements.
3. **Reallocation of Limited Common Elements.** Pursuant to [RCW 64.90.240\(2\)\(a\)](#), a Limited Common Element may be reallocated between Units only with the approval of the Board and by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation is made. The Board must approve a request to reallocate within thirty (30) days and pursuant to [RCW 64.90.240\(2\)\(b\)](#). Such amendments shall be executed pursuant to [RCW 64.90.240\(2\)\(c\)](#).
 - 3.1. A common element not previously allocated as a limited common element may be reallocated pursuant to [RCW 64.90.240\(3\) through \(4\)](#).
4. **Parking Boundaries.** The boundaries of parking spaces are defined by the walls or striping separating the spaces, and are the pavement and ceiling (if any) enclosing said parking space. The parking area is shown on the Survey Map and Plans.

5. **Use of Garage Parking Spaces.** Garage parking spaces are reserved for the parking of operative, properly licensed automobiles, motorcycles and bicycles. Any other items and equipment including, but not limited to boats, trailers, campers, recreational vehicles, tools and supplies may only be kept in parking spaces in accordance with such permissive rules and regulations as may be adopted by the Association. Any inoperable vehicles, other disallowed items and equipment, and/or improperly parked or stored items that do not remain within the boundaries of a garage parking space may be removed at the Owner's expense after Notice and Opportunity to be Heard.
 - 5.1. If directed by the Board, Units using the parking spaces shall remove all items for the purpose of cleaning, maintenance, or repair of such area or any surrounding common areas. The Board may direct that any vehicle or other thing parked or kept in a parking space in contravention of this Declaration and/or the Bylaws or Rules be removed, and if it is not removed, the Board may cause it to be removed at the risk and expense of the owner thereof.
6. **Rental of Parking.** A Unit Owner may rent or lease the parking space assigned to that Unit to any other occupant of a Unit whether or not that party is a Unit Owner; provided, that the rental or lease term shall automatically expire on the date the lessor/Unit Owner disposes of his interest in the Unit (whether such disposition is by deed, contract or otherwise); and provided further, that the Association shall be notified in writing of the existence of any such rental or lease arrangement and provided a copy thereof.
7. **Storage Lockers.** All storage areas are designated as Limited Common storage areas on the Survey Map and Plans. The boundaries of the storage lockers are defined by the interior surfaces of the top, bottom, door and sides of the storage locker;
 - 7.1. A Unit Owner may rent or lease the storage locker assigned to that Unit (See Exhibit C) to any other Owner or occupant; provided that the rental lease term shall automatically expire on the date the Lessor/Unit Owner disposes of their interest in the Unit (whether such disposition is by deed, contract or otherwise); and provided further, that the Association shall be notified in writing of the existence of any such rental or lease arrangement and provided a copy thereof.
8. **Fireplaces.** Fireplaces shown on the Survey Map and Plans as being outside the perimeter wall constituting boundaries of the Unit shall be a Limited Common Element of such Unit. Fireplaces within the boundaries of a Unit are part of the Unit.
 - 8.1. Flues, pipes, chimneys, and other equipment and apparatus associated with the use of a fireplace are a limited common element for the Unit in which the fireplace is located; provided, 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.

9. **Deck / Balcony Boundaries.** The boundaries of which are defined by the walls, railings, floor and ceiling (if any) enclosing said deck / balcony. Concrete surfaces and fluid applied deck/balcony coatings are a Limited Common Elements and any decorative surfaces or finishes, like pavers, tile, carpet or wood on top of the concrete surface are within the Limited Common Element. See Bylaws Exhibit A for information about maintenance, repair and replacement.
10. **Building components that serve only one Unit.** Pursuant to [RCW 64.90.210\(1\)\(b\) and \(3\)](#) and in the description of Unit Boundaries in this Declaration.
11. **Personal Property within Common Elements.** HVAC equipment located within a Common Element or Limited Common Element, serving individual Units, including conduits, pipes, wires, padding, and framing appurtenant thereto. Does not include waterproof membrane or roofing below.

ARTICLE 7: ALLOCATED INTEREST & FORM

1. **Percentage Interest of Each Unit.** The schedule attached hereto as Exhibit C sets forth the original Allocated Interests and Votes of each Unit, and the percentage of undivided interest in the Common Elements appertaining to each Unit and its Owner for all purposes, including voting and sharing of Common Expenses. The Declarant established Allocated Interests and voting rights in its reasonable discretion, and those values do not correspond to the initial sales prices or fair market value of the Units. Declarant rounded some of the Allocated Interests and votes so the allocations for all Units would total 100.
2. **Percentage of Unit Owners or Mortgagees.** For purposes of determining the percentage Ownership interest herein, where a Unit Owner owns, or a Mortgagee holds a first mortgage on, more than one Unit, they shall be deemed a separate Unit Owner or Mortgagee for each Unit.
3. **Form of Association.** The Condominium shall be administered by The 700 Seventh Condominium Association, a non-profit corporation formed pursuant to those certain Articles of Incorporation of **The 700 Seventh Condominium Association**, filed for record with the Office of the Secretary of State, State of Washington. The rights and duties of the members of such corporation shall be governed by the provisions of this Declaration, the other Governing Documents and applicable Washington statutes.
4. **Membership Qualification.** The membership of the Association at all times consists exclusively of all Unit Owners or, following termination of the common interest community, of all former Unit Owners entitled to distributions of proceeds under the Act, or their heirs, successors, or assigns.
5. **Association Owned Units.** In any vote of the unit owners, votes allocated to a unit owned by the association must be cast in the same proportion as the votes cast on the matter by unit owners other than the association.

6. **Bylaws.** The governance of the Association shall be as provided in the organizational Documents, including the Bylaws, to deal with meetings, voting and election and removal of Board members.
7. **Meetings.** Meetings of the Association and the Board shall be held at the time and in the manner provided in the Bylaws.

ARTICLE 8: EASEMENTS

1. **In General.** Unit Owners have an easement in the Common Elements for access to their Units. Subject to the Declaration and rules, the Unit Owners have a right to use the Common Elements, that are not Limited Common Elements, for the purposes for which the Common Elements were intended. Each Owner shall have the right to use the Common Elements in common with all of the other Owners, and each Owner has a right of access from his Unit over the Common Elements to a public street. The right to use the Common Elements extends not only to each Owner, but also to Residential Users. The Board may suspend any right or privilege of use for an Owner who fails to pay an assessment, but may not:
 - 1.1. Deny a Unit Owner or other occupant access to the owner's Unit; Suspend a Unit Owner's right to vote;
 - 1.2. or Withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any person.
2. **Right of Entry for Maintenance, Repairs, Emergencies or Improvements.** The Association shall have the right to have access to each Unit, Storage locker or closet from time to time as may reasonably be necessary for inspection, routine maintenance, repair, or replacement or improvement of any of the Common Elements accessible therefrom, or for making repairs necessary to prevent damage to the Common Elements or to other Units, or for any emergency situations.
3. **Easement through Units and Limited Common Elements.** The Association, its vendors and agents, have easements through all Units, Storage areas, and Limited Common Elements to allow for the inspection, maintenance, and repair of the property.
4. **Easements Benefiting Owners.** In addition to the rights and easements reserved or provided for by law, each Unit is granted easements as required through Common Elements and other Units for the location and maintenance of all pipes, wiring and plumbing and for all structural or service elements necessary or convenient for the occupation of the Unit for its intended use. All such easements shall be located as such features are located in the buildings as built, or as they may become located due to settling, repair, or reconstruction. The easements extend to reasonable access for purposes of repair, replacement or maintenance so long as the areas where they are located are restored after completion of such work. The easements here created are intended for implementing and maintaining the original building as built, but not to

authorize features not contemplated in the original Plans unless such new features are authorized by Board action and do not materially and adversely affect the Common Elements or any Unit.

5. **Utility Easements.** The Board, on behalf of the Association and all members thereof, shall have the authority to grant utility, road and similar easements, licenses and permits under, through or over the Common Elements, the roadways and the areas shown as easements on the Survey Map and Plans, which easements the Board determines are reasonably necessary to the ongoing development and operation of the property and which would not materially interfere with the use and enjoyment of the easements.
6. **Encroachments.** Each Unit and all Common and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Common and Limited Common Elements, 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.

ARTICLE 9: MANAGEMENT & POWERS

1. **Management by Board.** The Association shall be administered and managed by a Board of Directors consisting of five (5) members subject to provisions for vacancies and as otherwise provided in the Bylaws. Except as provided otherwise in the Governing Documents or law, the Board acts on behalf of the Association. The Board of Directors shall have all powers and authority permitted and restricted pursuant to [RCW 64.90.405](#) and by this Declaration and shall arrange for all goods and services necessary for the proper functioning of the Condominium, the cost of which shall be shared by the Unit Owners pursuant to Article 11. Goods and services may include, but not be limited to the following:
 - 1.1. **Utilities.** All necessary utility services for the Common Elements and all such services for the Limited Common Elements and the Units if not separately metered or charged, in which case, the Board of Directors may by reasonable formula allocate a portion of such expense to each such Unit involved as part of its common expenses and pursuant to Article Subsection 11.3.6, Equally Assessed Expenses.
 - 1.2. **Insurance.** Policies of insurance or bonds providing coverage for fire and other hazards, liability for personal injury and property damage, and for fidelity of Association officers and other employees, as the same are more fully required hereafter.

- 1.3. **Additions to Common Elements.** Additions or improvements to the Common Elements not provided by the Declarant.
- 1.4. **Managing Agent or Manager.** The services of a person or firm to manage the building (herein called the "Managing Agent" or "manager") to the extent it deems advisable as well as such other personnel as are necessary in its opinion for the proper operation of the Condominium. The Board of Directors may delegate any of its duties, powers or functions to the Managing Agent, except that the Board of Directors shall have the exclusive right to execute all agreements, contracts, deeds, leases and other instruments (the "Instruments") on behalf of the Association for all goods and services.
- 1.5. **Professional Services.** The legal and accounting services necessary or proper for the operation of the project or enforcement of this Declaration, the Bylaws and the Association rules and regulations.
- 1.6. **Maintenance.** The resurfacing, re-striping, maintenance, repair and replacement of the Common Elements including the Limited Common Elements (such as the parking areas, landscaping, and common utility facilities).
- 1.7. **Furnishings.** Such furnishings and equipment (and maintenance of such items) for the Common Elements, as it shall select.
- 1.8. **Other Necessary Expenditures.** Any other materials, supplies, structural alterations, furniture, labor, services, insurance, taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of this Declaration, the Bylaws, or under law, or which, in its opinion, is necessary or proper for the operation of the Condominium, or for the enforcement of this Declaration or the Bylaws; provided that if any such services are provided for particular Units, the cost thereof shall be specially assessed to the owners of such Units and shall be immediately due and payable to the Association.
- 1.9. **Liens.** The Board of Directors may also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which may or is claimed, in the opinion of the Board of Directors, to 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 expense incurred by the Board of Directors by reason of such lien or liens shall be assessed against the owners and the Units responsible to the extent of their responsibility and shall be immediately due and payable to the Association.
- 1.10. **Repair of Unit.** The maintenance and repair of any Unit if:

- 1.10.1. such maintenance or repair is necessary, in the discretion of the Board of Directors, to protect or preserve the appearance and value of the Common Elements or any other portion of the property, and
- 1.10.2. the owner of said Unit has failed or refused to perform the maintenance or repair within a reasonable time after written Notice of the necessity of the maintenance or repair is delivered to the owner by the Board of Directors. The Board of Directors shall provide an opportunity to be heard prior to any special assessment levy against such Unit and the owner thereof for the cost of the maintenance or repair. The same shall be immediately due and payable to the Association.

2. Authority of the Association

- 2.1. **Duties:** The Association Must act pursuant to the requirements of [RCW 64.90.405\(1\)](#) and pursuant to requirements of this Declaration.
- 2.2. **Powers:** The Board (or the Managing Agent to the extent delegated by the Board) shall exercise all powers of the Association except as provided and restricted by the Act, the Declaration or the Bylaws; shall enforce the provisions of this Declaration and of the Bylaws; and shall have all powers and authority permitted to the Board under applicable Washington statutes and the Declaration. The Association shall have all powers included or allowed in [RCW 64.90.405](#), except as noted here:
 - 2.2.1. Except as otherwise limited by this Declaration, the Association may institute, defend, or intervene in litigation or in arbitration, mediation, or administrative proceedings or any other legal proceeding in its own name on behalf of itself or two or more Unit Owners on matters affecting the common interest community;
 - 2.2.2. Except as otherwise limited by this Declaration, or by policies or resolutions adopted by the Board, the Association may make contracts and incur liabilities, including:
 - 2.2.3. To contract for all goods and services, including painting, maintenance, repair and all landscaping and gardening work, for the Common Elements and such furnishings and equipment for the Common Elements as the Board shall determine are necessary or proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements, including Limited Common Elements;
 - 2.2.4. To employ legal and accounting services as may be reasonably necessary or proper in the operation of the Association affairs, administration of the Common Elements, or the enforcement of this Declaration and other Governing Documents

- 2.2.5. To perform maintenance and repair of any Unit, its appurtenances and appliances, if standards for such maintenance or repair reasonably necessary to protect the Common Elements or to preserve the appearance and value of the Condominium are provided in this Declaration or by a duly adopted rule, and the Owner of said Unit has failed or refused to perform such maintenance or repair within a reasonable time after written Notice to the Owner, and provided the owner an opportunity to be heard prior to assessing the cost of such maintenance or repair exclusively against the Unit of such Owner.
3. **Board Exercises Control.** The Board shall have the exclusive right to contract for all goods and services, payment of which is to be a Common Expense pursuant to Section Common Expenses Shall Include. The Board may delegate such powers to the Managing Agent or others, subject to the terms hereof.
4. **High Risk Components.** In addition to the other rights of the Association as set forth herein, the Board may from time to time determine, by rule, that certain portions of the Units and/or Limited Common Elements and certain components within the Units and/or Limited Common Elements pose a heightened risk of damage to persons and/or to the other Units and to the Common Elements if they are not properly inspected, maintained, monitored, repaired or replaced. The Board will determine the responsibility for the cost of any repair, replacement, or maintenance of a designated "High Risk" component at the time of designation. By way of example, but not of limitation, these portions, objects or appliances might include bathtubs, dishwashers, fireplaces, hot water heaters, ice makers, showers, sinks, toilets, washing machines and certain other plumbing fixtures, pipes, electrical fixtures and wiring. Such items designated by the Board to pose such a particular risk are referred to as "High Risk Components." The Board may, concurrent with the designation of a "High Risk Component" or at a later time, require one or more of the following with regard to each High Risk Component:
- 4.1. That it be inspected at specified intervals by the Association or an inspector or inspectors designated by the Association, if a damage, defect, or failure of a High Risk Component in the Association comes to the attention of the Board;
- 4.2. That it be maintained, repaired or replaced at the time of inspection, at specified intervals or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective;
- 4.3. That it be maintained, repaired or replaced by the Association and the cost be specially assessed to the Unit Owner as a Common Expense attributable to the Unit, be a lien upon the Unit and upon any appurtenant Common Elements, and be collectable as are other Assessments without the need for ratification;
- 4.4. That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board;

- 4.5. That when it is repaired or replaced, the installation includes additional components or installations specified by the Board;
 - 4.6. That it be replaced or repaired by contractors having particular licenses, training or professional certification that have been approved by the Association;
 - 4.7. If the replacement or repair is completed by an Owner with the consent of the Board, that it be inspected by a person designated by the Association;
 - 4.8. That maintenance, repair and replacement work is performed by a duly licensed, bonded and insured professional.
 - 4.9. If a Unit Owner fails to accomplish any necessary maintenance, repair, or replacement of High Risk Components, or fails to take any other measures required of the Unit Owner under this subsection, the Association may, after Notice and an Opportunity to be Heard, enter the Unit to perform such maintenance, repair, replacement, or measure and assess the expense to that Unit. If a Unit Owner fails to permit access to the Unit for inspection, repair, maintenance or replacement, the Association may exercise any and all other enforcement remedies available to the Association under the Governing Documents and applicable law.
 - 4.10. The imposition of requirements by the Board under this Article shall not relieve an Owner of his or her obligations under the Governing Documents, including but not limited to those set forth elsewhere in this Declaration, and any other obligation to perform and pay for repairs, maintenance and replacement set forth therein.
 - 4.11. The Association shall have no liability with respect to any damage or injury caused by the failure of any High Risk Component within a Unit. Additionally, notwithstanding any coverage that may be available from any insurance obtained by the Association or Owner, no acts or omissions by the Board under this Article, including but not limited to any failure to designate a particular component as a High Risk Component or to require maintenance, repair or replacement of a particular component at shorter intervals, shall make the Association liable for any damage from the failure of any such components. By way of example only, if the Association designates High Risk Components and the High Risk Components still fail for any reason whatsoever, whether or not inspected by the Association, this shall not make the Association liable.
5. **Entry for Inspection and Repairs.** Upon prior Notice posted on the door to the Unit not less than five (5) business days in advance, except in case of an emergency or 1 day notice for stoppage of unauthorized work, each Unit must afford to the Association, and its agents or employees, access into and through that Owner's Unit and Limited Common Elements reasonably necessary for maintenance and repair of the property, including activity for which the Unit Owner is responsible but has failed to perform and necessary inspections by the Association, including inspections related to determining if

violations have been cured, but the Association may not proactively conduct inspections seeking out violations without probable cause of an imminent risk of substantial property damage and/or to the health or safety of any owner, resident, invitee or visitor within any Unit. If damage is inflicted on the Common Elements or on any Unit through which access is taken, the Unit responsible for the damage, or the Association if it is responsible, is liable for the prompt repair of the damage within ninety (90) days.

- 5.1. In furtherance of the foregoing, the Association shall have the right at all times to possess such keys, lock combinations, alarm codes and/or instruments of access as are necessary to gain immediate access to all Units or Storage areas. Owners must provide keys or other means of access within ten (10) business days of a request by the Association or its Managing Agent. Such entry shall be made with as little inconvenience to the Owner and/or Occupant as practicable.
- 5.2. The Association shall maintain records of inspections, maintenance, repairs and replacements done by it or its agents or contractors with respect to the Common Elements, Limited Common Elements or Units. Any damage caused to a Unit or Limited Common Element due to the aforementioned activities shall be repaired by the Association as a Common Expense.
- 5.3. Each Owner shall provide the Association access into their Unit or Storage area for compliance with this Section. Common expenses incurred due to an Owner's failure to provide access will be assessed to the Unit.
- 5.4. If an Owner or other occupant is displaced due to fire, damage, or necessary repairs to the condominium, the Association has no liability for the cost of moving, storage, or alternative housing. These are risks that each owner can insure themselves for. If an Owner refuses to remove the occupants or contents of a Unit when necessary for the Association to perform its work, any costs incurred by the Association for the removal or protection of persons or contents shall be assessed against the Owner and the Unit.
6. **Association as Authority to Act.** Each Owner, by the mere act of becoming an Owner or contract purchaser of a Unit, shall irrevocably appoint the Association as their attorney-in-fact, with full power of substitution, to take such action as is reasonably necessary to promptly perform the duties of the Association and the Board hereunder, including but not limited to the duties to maintain, repair, or improve the Property, to deal with the Owner's Unit upon condemnation, damage, or destruction, and to secure any and all insurance proceeds.
7. **Specific Limitations on Association's Authority**
 - 7.1. **Loan Ratification.** Any borrowing by the Association that is to be secured by an assignment of the Association's right to receive future income requires ratification pursuant to [RCW 64.90.405\(4\)](#).

- 7.2. **Flags.** Unit Owners may erect flagpoles and display the flag of the United States, or the flag of Washington state pursuant to [RCW 64.90.510](#).
- 7.3. **Signs.** Except as provided below for signage for Units, and by [RCW 64.90.510](#) for displaying political signs, no signs of any kind shall be displayed to the public view on or from any Unit or from the Common Elements (including the Limited Common Elements) without the consent of the Board of Directors or in accordance with such rules and regulations as may be adopted by the Association.
- 7.3.1. The Board of Directors shall, by appropriate rule designating appearance, placement, and size, permit temporary signage indicating that a Unit is for sale or lease. Political signs shall include candidates for political office, candidates for election to the Association's Board, and expressions supporting or opposing government action or inaction.
8. **Capital Additions and Improvements.** The Board of Directors may not undertake any capital additions or improvements to the Common Elements in any one (1) calendar year costing in excess of one percent (1%), but less than three percent (3%) of the Association's ratified annual budget, unless such expenses are approved by a majority of the total voting power of the Association. Any additions, alterations, or improvements costing in excess of three percent (3%) of the Association's ratified annual budget require approval of sixty-seven percent (67%) of the total voting power of the Association.
- 8.1. Any additions, alterations, or improvements costing less than one percent (1%) may be made by the Board of Directors without approval of the Unit Owners, and the cost thereof shall constitute a common expense. Any amounts not spent in one (1) calendar year may NOT be carried forward and/or combined with any subsequent spending.
9. **Operating a Business.** Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them. Rental of the Guest Suite or other Common Elements to offset Association expenses is not conducting a business for profit.
10. **Management Contracts.** With the exception of control of the Replacement Reserve Fund and provisions of this Section, the Board of Directors may delegate any of its duties, powers or functions to the Managing Agent, provided that any such duties, powers or functions so delegated are explicitly defined within a written contract and do not conflict with any required clauses enumerated in the Declaration. Managing Agents must deliver the Association's records as provided in [RCW 64.90.495\(9\)](#). All contracts with a Managing Agent must:
- 10.1. permit termination by the Association, for cause, upon thirty (30) days written Notice

- 10.2. permit termination by the Association without cause or payment of a termination fee on ninety (90) days written notice.
 - 10.3. not exceed a term of one (1) year, renewable by agreement of the parties for successive one (1) year periods. Automatic renewal may only be on a month-to-month basis.
 - 10.4. Except for emergencies, the authority to enter into contracts in excess of one percent (1%) of the Association's budget may not be delegated to the Managing Agent.
 - 10.5. Contracts to retain a Managing Agent must be signed by a majority of the Board Members.
- 11. **Limitation on Rules.** Rules are limited pursuant to [RCW 64.90.510\(9\)](#) in addition to other requirements of this Declaration and the law.
 - 12. **Electric Vehicle (EV) Charging.** The Association may impose reasonable restrictions on electric vehicle charging stations pursuant to [RCW 64.90.513](#).
 - 13. **Heat Pumps.** The Association may impose reasonable restrictions on heat pumps pursuant to [RCW 64.90.580](#).
 - 14. **Limitations on Board of Directors' Authority.** In addition to restrictions imposed by [RCW 64.90.410\(4\)](#), the Board of Directors shall NOT have the authority to:
 - 14.1. Make structural alterations to the Common Elements without obtaining the written consent of Unit Owners or their designated representatives representing at least eighty percent (80%) of the total allocated interest of Units of the Association. In addition, the Board of Directors shall not make any structural alteration which affects a Unit except with the approval of the affected Unit Owner and any first Mortgagee of the affected Unit.
 - 14.2. Act on behalf of the Association for those specific circumstances that require Unit Owner approval pursuant to the Governing Documents
 - 14.3. Create and/or enforce rules, regulations, policies, procedures or resolutions that govern the use, aesthetic, architecture and/or design within the exterior boundaries of Residential Units other than to the extent specifically outlined in this Declaration and pursuant to [RCW 64.90.510\(9\)](#)
 - 14.4. Enforce any claim, demand or provision of the Association's Governing Documents in an arbitrary or capricious manner
 - 15. **Other Limitations.** The Association's regulatory authority is subject to all other prohibitions and restrictions imposed by the Act and applicable law.

16. **Rules and Regulations.** Pursuant to [RCW 64.90.405](#), the Board of Directors may adopt rules, regulations, policies, procedures and resolutions Governing the Condominium, but only to the extent that every rule, regulation, policy, procedure and resolution is reasonable, impartial, and does not conflict with this Declaration or the Bylaws. All Unit Owners shall recognize and be bound by properly adopted Rules Governing the details of the operation of Condominium, as the Board of Directors may from time to time adopt and amend. Each Unit Owner shall fully observe and perform the same and be responsible for their strict observance and performance by the Unit Owner's lessees, tenants, invitees, guests, under-tenants and agents of said Unit Owner.
- 16.1. The Board must provide notice pursuant to [RCW 64.90.505](#) before adopting, amending, or repealing any rule and before adopting and amending any schedule of fines.
- 16.2. The Association's internal business operating procedures need not be adopted as rules.
- 16.3. The Board may adopt rules regarding reasonable hours and conditions for performance (scheduling, storage of materials, cleanup and prevention of dust and debris, etc.) of maintenance, repair, replacement and alteration work within Units and Common Elements (including the Limited Common Elements) and reasonable deadlines for the completion of these activities.
17. **Registration of Occupants, Animals and Vehicles.** Owners shall provide information requested by the Board about the Owners and Occupants of the Units, which shall include, but not be limited to: names, addresses, phone numbers and email addresses of owners; names, phone numbers, email addresses and approximate age of all occupants and; names and descriptions of all animals; year, make, model and color of all vehicles associated with the Unit; name, phone number and emails for local Managing Agents for rented Units; copies of lease agreements, and any other information reasonably requested by the Board in relation to the ownership or occupancy of the Unit.
18. **RECORDS AND DISCLOSURE**
- 18.1. **Records to be Retained.** The Board shall cause complete and accurate books and records to be kept pursuant to [RCW 64.90.495](#) and pursuant to the Records Retention Table in Article Subsection 9.4.
- 18.2. **Owners Right to Review Records.** Subject to restrictions imposed by [RCW 64.90.495](#), all records required to be retained by the Association must be made reasonably available for examination and copying by all Unit Owners, holders of mortgages on the Units, and their respective authorized agents as follows:
- 18.2.1. Disclosure deadlines pursuant to [RCW 64.90.495\(2\)\(a\)\(ii\)](#);

- 18.2.2. For any records that cannot be transmitted electronically, such records shall be made available for in person inspection and copying at the offices of the Association or its managing agent, or at a mutually convenient location;
- 18.2.3. and Reasonable business hours are defined as 0900 to 1700 Monday through Friday and exclude holidays
19. **Costs of Records Production and Review.** Pursuant to [RCW 64.90.495](#), the Association may charge a reasonable fee for collecting, producing and providing copies of any records under this section and for supervising the Unit Owner's inspection of the same, but such charge may not exceed the actual expense incurred by the Association for such goods and services. Notwithstanding the foregoing, the Association may not charge owners for electronic disclosure of records which must not be redacted or otherwise removed prior to disclosure and which are already stored in a digital format and required to be kept pursuant to [RCW 64.90.495\(1\)](#). An electronic copy of all Governing Documents, including rules, regulations, policies, procedures and resolutions shall be made available at no cost to every Unit Owner that so requests such disclosures.
20. **Transfer of Records.** Transfer of records by a Managing Agent to the Association is governed by [RCW 64.90.495\(9\)](#).
21. **Applicability.** This section applies to records in the possession of the Association as of the recording date of this Declaration, and to records created or maintained after the recording date of this Declaration.
22. **Records Table.** See below

<u>Record Type</u>	<u>Examples</u>	<u>Retention Period</u>
Alteration (ACC) Applications	Applications, communications and materials provided to the Board or Committee by owners to support or contest approval or disapproval of an Alteration (ACC) request and any other materials relied upon by the Board to make decision	Permanent
Annual Report	Annual report of Association delivered to Secretary of State	Current + 1 year
Board Actions	Records of resolutions; board meeting	Permanent
Budgets	Budgets, budget summaries and Budget Ratification Notices	7 Years

Building Infrastructure	Architectural and engineering drawings, schematics and other Documentation relating to the construction and alteration of the physical property of the Association	Permanent
Contracts	All contracts and any related amendments and exhibits, except employment contracts	7 Years after completion of contracted services
Electronic Messages	Electronic mail (email) and electronic messages (SMS / text messages, etc.) in a tangible medium that: (1) authorize actions of the Association outside of a Board meeting (2) provide directives to the Managing Agent or any vendor (3) directly form the basis of materials relied upon by the Board or any committee in preparation for meetings	1) Actions of the Association outside of a Board meeting: Permanent 2) Directives to the Managing Agent or any vendor: for so long as such directives impact operations and for not less than 2 years 3) See 'Meeting Materials'
Employment Records	Employment contracts, personnel files, human resource records, accident reports, payroll records, employment tax records, etc.	Length of employment + the longer of 3 Years or as required by RCW 4.16.040 , 4.16.080 or by RCW 49.60.230
Enforcement Actions	Warnings, violation notices, fines and penalties, etc.	7 Years after decision -OR- 2 Years following Owner's sale of Unit
Enforcement Records	Materials relied upon by the Board or Committee to make a decision to enforce the Governing Documents	7 Years after decision -OR- 2 Years following Owner's sale of Unit
Executive Session Records	All materials necessary to conduct effective discussion during an executive session.	For so long as such records are relied upon by the Association unless categorized elsewhere in this table.
<u>Record Type</u>	<u>Examples</u>	<u>Retention Period</u>
Estimates, Bids, and Reports	Materials relied upon by the Board or a Committee to make decisions about maintenance, repair or replacement of the property and all professional reports related to the Association (engineering, envelope, etc.)	7 Years
Financial Records	Accounting records, financial audits and accompanying Documentation (if any), bank statements and bank reconciliation ledgers, financial statements (balance sheet, income and expense ledger, general ledger, etc.) and copies of all invoices	7 Years

Formal Notices Sent to Owners	Includes Notice records required by the Governing Documents such as meeting notices, meeting schedules, entry for inspection, maintenance and repair, Rules updates, etc.	2 Years
Governing Documents	Articles of Incorporation, Declaration, Bylaws, Survey Map, Rules & Regulations, Fee Schedules, Policies, Procedures and Resolutions and all current amendments thereto	Current version + 1 Prior Version
Governmental Authority Records	Findings and records related to the Association from any governmental authority including any City, County, State, or Federal government and all public agencies and individual agents thereof	7 Years
Informal Notices Sent to Owners	Includes informal notices typically disseminated via electronic mail	The lesser of: 1 Year -OR- the duration of actions or information periods in the notice
Insurance Records	Copies of insurance policies benefiting the Association	7 Years
Legal Opinions	All opinions expressed in a tangible medium by legal counsel retained by the Association	For as long as such Opinions are relied upon by the Association
Litigation Records	Anything pertaining to a matter that is the subject of actual or pending litigation	7 Years
Maintenance Records	Records relating to purchase or service of equipment, building repairs	For the Life of the Equipment until Replaced
Meeting Materials	Materials distributed to the Board and any Committee in preparation for any meeting	As categorized herein -OR- if not categorized, 2 Years
Meeting Minutes	Annual Meeting minutes, Board meeting minutes, Committee meeting minutes, Special meeting minutes	Permanent
Other Records	Formal and informal Documents created and/or maintained by the Association and its agents and employees which are relied upon by the board or any committee, employee or agent of the Association	The greater of: 1 Year -OR- for so long as such records are relied upon by the Association unless categorized elsewhere in this table.

<u>Record Type</u>	<u>Examples</u>	<u>Retention Period</u>
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Owner Records	Correspondence, accommodation requests	Current + 2 Years following Owner's sale of Unit
Resale Certificates	Certificates provided to sellers or buyers, Finance forms to banks, records about Condo rentals.	2 Years
Reserve Studies	Current and past reserve studies regardless of who prepared them	Current + Past 5 Studies
Roster of Board	Names and Mailing Addresses of current Board members and Officers	Current + 2 Years
Roster of Owners	Name, mailing addresses, email addresses used to communicate with all current owners and the allocated interest of each Unit	Current + 1 Year A Current List must be Maintained at all times
Taxes and Assessments	All records pertaining to taxes and assessments levied on the Association excluding employee-specific items (see <u>Employment Records</u>)	7 Years
Tenant Records	Records related to non-owner residents, changes in occupancy, Unit leases, etc.	Current + 1 Year
Unit Records	Any records pertaining to individual Units, remodel plans, modification requests	Permanent
Voting Related	Ballots, proxies and any other voting material	1 Year after Vote -OR- 1 Year after recording of a Document that requires recording
Warranties		7 Years

ARTICLE 10: USE OF UNITS

1. **Types of Units.** All Units within the Association are designated for Residential use.
2. **Units.** The Units shall be used for and restricted to use as single family residences only, on an Ownership, rental or lease basis, and for social, recreational, or other reasonable activities normally incident to such use not inconsistent with the provisions of this Declaration nor applicable zoning and for the purposes of operating the Association and managing the Condominium if required. The foregoing restrictions as to residence shall not, however, be construed in such a manner as to prohibit a Unit Owner from maintaining their personal professional library therein; keeping their personal business and professional records or accounts therein; or handling their personal business or professional telephone calls or correspondence therefrom; home offices may. Use of a Unit for hotel or transient purposes is not consistent with residential use. Use of a Unit

for short term guests, such as through services like Airbnb, are prohibited, even if the Unit is concurrently occupied by the Owner.

3. **Trade or Business Use of Residential Units.** No Trade or Business of any kind may be conducted in or from any Residential Unit, except that an Owner or Occupant may conduct a Business activity within the Unit only if:

- 3.1. the existence or operation of the Business activity within the Unit is not apparent or detectable by sight, sound, or smell from the exterior of the Unit and does not create circumstances that violate provisions of this Declaration including, but not limited to quiet enjoyment, nuisances, etc.
- 3.2. the Business activity conforms to all zoning and land-use requirements for the Property;
- 3.3. the Business activity does not involve persons who do not reside in the Condominium coming onto the Property, does not involve visits by nonresident employees, or regular visits by customers or clients; and
- 3.4. the Business activity does not increase the liability or casualty insurance obligation or premium of the Association

4. **Occupancy Restrictions.** The maximum occupancy of a single Unit is limited by the City of Spokane Municipal Code.

5. **LEASES**

Leasing Defined and Regulated.

- 5.1. Leasing or renting is defined as occupancy of a Unit by someone other than the Owner or the Owner's immediate nuclear or extended family (parents, grandparents, children, spouse or siblings) whether or not money is paid to the Owner. Leasing does not include occupancy of a Unit, whether or not rent is paid, by Occupants residing in a Unit with the Unit Owner. (Article I, Pg 7)
- 5.2. The Leasing of a Unit shall be governed by the provisions of this Declaration. Notwithstanding anything herein to the contrary, this Section shall not be applicable to (a) the Lease of a residential Unit acquired by the Association following a Foreclosure of the Association's lien for Assessments; (b) the Lease of a residential Unit by a receiver appointed on the motion of the Association in connection with a lien Foreclosure action filed by the Association; or (c) a Mortgagee, institutional holder or loan servicer in possession of a residential Unit following default on a mortgage or deed of trust (or Foreclosure of the same).
- 5.3. Timesharing (as defined in [RCW 64.36.010\(11\)](#)) is prohibited.

- 5.4. Other than as provided in this Article, there shall be no limitation on an Owner's right to lease his Unit.
6. **Restriction on Leasing.** Except as otherwise provided in this Article, Units may be leased or rented to any person who is not a member of the Association. Such right to rent will be terminated with the sale or ownership transfer of the Unit, or change of occupancy other than an Immediate Family member as defined in Article I Sec 10.
7. **Owner Occupied Units.** An Owner Occupied Unit at the effective date of this Declaration shall retain the right to lease such Unit, subject to compliance with all provisions of this Article and Declaration. Such right is personal to the Owner of record as of the Effective Date and shall not run with Title to the Unit.
8. **Termination Upon Transfer.** Upon any Transfer of Unit Ownership, all rights to lease or rent a Unit shall automatically terminate, and the Unit shall thereafter be permanently restricted to owner occupancy only.
9. **Disclosure to Purchasers** - All Owners selling or transferring their Unit shall have the sole responsibility to disclose in writing to prospective purchasers that, upon Transfer of Ownership, the Unit shall be subject to a permanent prohibition on leasing, except as expressly provided herein.
10. **Family Occupancy Exception.**
- 10.1 The unit may be occupied without violation of this Article when the Occupants are members of the Owner's Immediate Nuclear Family or Extended Family, even if the Owner does not reside in the Unit.
- 10.2 Such occupancy shall not be deemed a "lease" or "rental" under this Declaration.
- 10.3 Upon the cessation of such family occupancy, the Unit shall thereafter be restricted to owner occupancy and may not be leased or rented to non-family Occupants.
11. **No Subleasing.** Subleasing by tenants or assignment of leases is prohibited.
12. **Minimum Lease Terms Required.** Every Residential Unit Lease Agreement shall be for a fixed term of not less than three hundred sixty-five (365) days (one year). No Owner or Tenant shall cause or allow the overnight accommodation of employees or business invitees in any Unit on a temporary or transient basis, which shall be defined as the lease, rental occupancy or use by a Tenant or other non-Owner Occupant for an occupancy period of less than three hundred sixty-five (365) days (one year). No lease of a Unit shall be on a time-share basis. [RCW 64.36.010\(11\)](#)
13. **Written Leases.** No Lease of a Unit shall be valid or enforceable unless it shall be by means of a written Lease Agreement between the Owner of the Unit and the Tenant(s). A copy of each Lease Agreement shall be provided by the Owner to the Board or its designated agent promptly after execution by the parties thereto, and before the tenancy

commences. The Association has the right, but not the obligation to collect and monitor lease agreements.

14. **Lease Requirements.** Any lease or rental agreement must provide that:
 - all leases of Units must provide that the Association shall be deemed a third-party beneficiary of the lease with the right, but not the obligation, to enforce the terms of the lease related to compliance with the Declaration, Bylaws, Rules and Regulations;
 - any failure by the tenant to comply with the terms of the Declaration, Bylaws, and Rules and Regulations shall be a default under the lease or rental agreement; and
 - the Owner grants to the Board and the managing agent the authority to evict the tenant on Owner's behalf for any default under the Lease, upon only such Notice as is required by law.
15. **Tenant Screening.** Pursuant to [RCW 64.90.565](#) and unless it will affect FHA certification for the condominium, the Board may adopt a rule that requires any Owner desiring to Lease a Residential Unit to have any prospective Tenant screened or a credit report obtained, at the Owner's sole cost and expense. The Board may also require proof that the tenant screening requirement has been fulfilled or that the background information on a prospective tenant has been obtained by the owner intending to lease the owner's real property before approval of any lease. The Board of Directors may approve a list of acceptable screening services and, if so, such list will be published and made readily available to all Residential Owners. The Board may not require that a copy of the tenant screening report or any background information pertaining to a tenant be furnished to the Association.
16. **Governing Documents.** The Unit Owner shall provide a copy of all Rules and Regulations to the Tenant(s) prior to the signing of the Lease Agreement by the Tenant(s). The Unit Owner shall provide the Board with a signed statement from each Tenant that they have received and read the Association's Rules and Regulations and will abide by the same.
17. **Association's Right to Evict and Levy Fines.** Each Unit Owner shall have the responsibility to ensure compliance by their Tenant(s) with the Condominium's Governing Documents and with all applicable state and federal laws. A Unit Owner may be assessed fines by the Association in accordance with the Rules and Regulations if any Tenant of the Owner fails to comply with the Governing Documents.
 - 17.1. Subject to the limitations of [RCW 64.90.405\(5\(c\)\)](#), if a Tenant continues to fail to comply with the Governing Documents or applicable local, state and federal law and after a written Notice of a Violation has been given to the Unit Owner, the Association, after 10 days of non-compliance, shall have the power and authority to evict the Tenant. Neither the Association nor the Managing Agent shall be liable in any way to the Unit Owner or any Tenant for any exercise of its right to evict made in good faith. The Unit Owner shall be responsible for all costs of eviction, including legal fees, which costs shall be levied against the

Unit as an Assessment, and which may be collected and foreclosed by the Association in the same manner as other Assessments.

18. **Limitation of Association's Liability.** The Association shall not be liable in any way to any Unit Owner, Tenant or other Occupant, to any greater extent than it would be to an Owner for any accident or injury occurring in, on, around, or caused by the Common Elements, the Unit, or the Limited Common Elements, except as covered by insurance and according to the Association's standard policy. Each Owner who Leases a Unit hereby agrees to indemnify the Association and to hold the Association harmless for any claims brought against the Association by the Unit's Tenants, Occupants, guests, invitees or agents.
19. **Insurance Carried by Tenants.** Tenants must obtain and provide proof of insurance for the contents of the Unit they are Leasing, liability insurance, and insurance for loss of use.
20. **Incorporation of Governing Documents.** If any lease does not contain the foregoing provisions, such provisions are nevertheless deemed to be a part of the lease and binding upon the Owner and the tenant by reason of their being stated in the Declaration.
21. **Rules related to Rentals.** The Board is authorized to establish Rules and Regulations affecting Tenants and Landlord Owners.
22. **Rental Processing Fees.** Pursuant to [RCW 64.90.405\(2\)\(j\)](#), the Board is authorized to establish and charge reasonable fees for services provided in connection with the Leasing of Units such as moving in and out and for maintaining Tenant information. Such fees shall be collectible as an Assessment against the Unit that is Leased. Owners must remit to the Association all applicable move-related fees specified in the Association's Fee Schedule and/or Rules & Regulations before the effective start date of any lease.
23. **Nuisances.** No noxious or undesirable thing, nor noxious or undesirable use, shall be permitted or maintained in any Unit or in any other portion of the Property. No Person shall cause any unreasonably loud noise anywhere in the Property. If the Board of Directors determines that a thing or use is undesirable or noxious, or that a noise is unreasonably loud, that determination shall be conclusive.
24. **Quiet Enjoyment.** No Unit Owner or Residential User shall permit anything to be done or kept within any Unit or Common Element (including the Limited Common Elements) which will induce, breed or harbor infectious diseases, noxious insects or vermin and/or which may be or become an annoyance or nuisance and/or interfere with the quiet enjoyment of other residents. Examples include, but are not limited to the production of fumes, vapors and odors, ongoing noise, the introduction of recurring vibrations through Unit floors, walls, ceilings, and any actions or conditions that violate any applicable governmental mandate.

- 24.1. In recognition of the nature of the Condominium, the foregoing restrictions shall not prohibit time-limited odors, sounds and vibration which may be generated during the course of alterations, required maintenance, repair and replacement activities, cooking odors, and similar unavoidable occurrences; however, all actions must be conducted to reasonably minimize impacts to other Units and Residential Users.
25. **Offensive Activity.** The Board ultimately determines whether an activity is offensive under the terms of the Governing Documents. In making such a determination, the Board must rely on objective information, and make adequate inquiry to establish if the activity is unreasonable or offensive to a reasonable person, given the circumstances involved, and in consideration that the Condominium is a multi-family housing community.
26. **Smoking.** The Association has determined that smoking of tobacco, marijuana or any other substance constitutes an offensive activity that is harmful to the members of the community. Smoking shall include vaping, or any other airborne means of distributing nicotine or other substances. Smoking is prohibited throughout the entire property, whether indoors or outdoors. Each Owner shall be responsible for the compliance with this prohibition by all Residential Users.
- 26.1. Residential Owners that currently smoke at the effective date of this Declaration will be granted an exemption from enforcement of this provision until such time as occupancy of an Owner's Unit changes through a Transfer of Unit Ownership or a new lease transaction. Smoking within a Unit may also constitute an offensive activity if any resident files a complaint about smoke and/or odors caused by smoking.
- 26.2. It is the sole responsibility of the Unit Owner to disclose the terms of the "No Smoking" policy described in this Declaration prior to Transfer of Unit Ownership or a new lease transaction.
27. **Misconduct and Gross Negligence.** Pursuant to [RCW 64.90.480](#), to the extent that any expense of the Association is caused by willful misconduct or gross negligence of any Unit Owner, Residential User, Occupant or a tenant, guest, or invitee of any of them, the Association may assess that expense against the Unit after Notice and an opportunity to be Heard and only to the extent of the Association's deductible and any expenses not covered under an insurance policy issued to the Association. Such assessment shall only be made by relying on objective information and after reasonable inquiry.
28. **Ordinary Negligence.** Pursuant to [RCW 64.90.480](#), to the extent that any expense of the Association is caused by the negligence of any Unit Owner, Residential User, Occupant or a tenant, guest, or invitee of any of them, the Association **may** assess that expense against the Unit after Notice and an opportunity to be Heard and only to the extent of the Association's deductible and any expenses not covered under an insurance policy issued to the Association. Such assessment shall only be made by relying on objective information and after reasonable inquiry.

29. **Maintenance Standards.** Pursuant to [RCW 64.90.480](#), to the extent that any expense of the Association is caused by the failure of a Unit to comply with a maintenance standard prescribed by this Declaration or a duly adopted rule, the Association may assess that expense against the Unit after Notice and an opportunity to be Heard and only to the extent of the Association's deductible and any expenses not covered under an insurance policy issued to the Association. Such assessment shall only be made by relying on objective information and after reasonable inquiry.
30. **Damages to Property.** If, due to the act or neglect of a Unit Owner or Residential User, damage shall be caused to the Common Elements and facilities or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, the Association shall assess that expense against the responsible Unit and proportionally if against multiple Units after Notice and an Opportunity to be Heard and only to the extent of the Association's deductible and any expenses not covered under an insurance policy issued to the Association. Such assessment shall only be made by relying on objective information and after reasonable inquiry.
31. **Animals.** No animals shall be raised, bred or kept in any Unit, except in strict accordance with the Rules and Regulations relating to household pets from time to time adopted or approved by the Board of Directors, and provided that they shall not in the judgment of the Board of Directors constitute a nuisance to others.
- 31.1. Owners are responsible for any damage to person or property caused by their own animals and the animals of any Residential User that they invite into the Condominium (and the invitees of their Residential Users) and shall indemnify and hold the Association and the Board harmless from any and all liability arising from or caused by the Animal. In addition to the foregoing, the following shall also apply:
- 31.1.1. Animals may not be kept for any commercial purposes.
 - 31.1.2. No Residential User may keep more than three animals, such as dogs or cats in a Unit.
 - 31.1.3. Animals will not be allowed on any Common Elements unless they are on a leash, in a crate or other container and accompanied by a person who has control of the animal at all times.
 - 31.1.4. The Association may establish reasonable fees associated with costs incurred by the Association related to animals within the Condominium.
 - 31.1.5. The Board may adopt other reasonable rules and regulations regarding animals, including establishing a fee schedule related to Pets.

- 31.2. After Notice and an Opportunity to be Heard, the Board may require the removal of any animal that it finds is a nuisance or is disturbing residents, even though the Board may allow other animals to remain in the Condominium. In addition, the Board may adopt rules and regulations prohibiting Pets over a particular size or weight, or Pets wholly or partially of breeds which the Board deems inappropriate for condominium living.
32. **Security.** The Association has no obligation to provide for the safety or security of persons or property at the condominium. The Provision of equipment or services, such as locks, cameras, lighting, or staff of any kind, shall not create such a duty, nor shall the failure of or absence of such equipment or services be a breach of any duty by the Association.
33. **Antenna.** Pursuant to 47 C.F.R. Section 1.4000, as it may be amended ("FCC Rule"), Unit Owners may install an antenna within a Limited Common Element allocated to the Owner's Unit that meets the criteria, including antenna size limitations, prescribed by the FCC Rule. The Board of Directors may prohibit such installation if it determines that the installation itself, the location and/or the maintenance of such antenna unreasonably affects the safety of any human being or pet, or for any other reasonable safety-related reason. Unit Owners who desire to install an antenna other than as described above may do so with prior written approval of the Board of Directors. The right to install an antenna does not allow for the penetration of the building envelope for wires or attachment to or through any Common Element.
34. **UNIT MAINTENANCE**
- 34.1. **Code Compliance.** Any maintenance, repair, replacement and alteration activity within a Unit or Common Element (including the Limited Common Elements) must comply with all applicable laws, codes and ordinances and must obtain all permits and inspections of the same and must be performed with due diligence and in a respectable and workmanlike manner in accordance with standard construction practices. Applicable city, county, state and federal departments and resources will be the final authority for all government-mandated requirements.
- 34.1.1. The Association does not permit any maintenance, repair, replacement and alteration activity that adversely impacts structural walls or overall structural integrity, acoustical properties, plumbing, mechanical or electrical systems serving more than one Unit or the Common Elements.
- 34.2. **Owner Responsibility.** Each Unit Owner shall, at their sole expense, have the right and the duty to keep the interior of their Unit and its equipment, appliances, and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting, and finishing which may at any time be necessary to maintain the good appearance and condition of their Unit. Reference Bylaws Exhibit A, for responsibility for maintenance, repair and replacement obligations.

- 34.3. **Maintenance as required by The 700 Seventh Bylaws - Exhibit A.** The cleaning, maintenance, repair and replacement obligations of the Association and Owners are outlined in the Bylaws of The 700 Seventh Condominiums, Exhibit A. The ownership of a building component does not always match the obligation to perform or pay for such work. The Association may permit and/or require Owners to perform or cause to be performed certain maintenance, repair and replacement of those Limited Common Elements identified in Exhibit B and Bylaws Exhibit A that are allocated to their respective Units. The Board may adopt maintenance and repair schedules for building components that may affect Common Elements or other Units, and may require that particular equipment, services or contractors be used.
35. **Visual Noise.** Except as otherwise enumerated in this Declaration, each Unit Owner shall not display, hang, store or use any signs, clothing, sheets, blankets, laundry, or other articles within or outside their Unit, or which may be easily viewed through their windows from outside (other than draperies, curtains or shades of a customary nature and appearance, subject to the Rules and Regulations of the Board of Directors). These provisions are not intended to limit an owner's right to paint or decorate their Unit interior, or regulate the furnishings within a Unit.
36. **Fixtures.** Each Unit Owner shall be responsible for the maintenance, repair or replacement of plumbing lines, hoses and fixtures, water heaters, fans, heating, cooling, or other equipment, fireplace flues, pipes, chimneys and other related equipment and apparatus (including required inspections and cleaning) and electrical fixtures or appliances which may be in, or are part of, or serve only the Unit (including HVAC condensers located outside the boundaries of a Unit).
- 36.1. Owners are responsible for the maintenance and repair of water pipes, drains, and wires which are within or serve only their Unit. Unit Owner's responsibility also includes shower valves; shutoff valves; toilet wax rings; supply lines and drains under sinks; and shower and tub drains and overflows, including the traps. See Bylaws, Exhibit A for more detail Owner responsibility for maintenance, repair and replacement of building components.
- 36.2. If a clogged pipe only affects one Unit, it is assumed to serve only that Unit, and the cost to clear the pipe is either a Limited Common Expense for the Unit, or an expense that only benefits that Unit. Water supply pipes downstream from the shutoff valve serving the Unit are Limited Common Elements and the responsibility of the Owner as further described in the Bylaws, Exhibit A.
37. **Windows and Doors.** Unit Owners shall be responsible for glass of all exterior doors and windows serving their Unit. Each Owner of a Unit shall be responsible for the maintenance, repair or replacement of any damaged components, frames, locks, weatherstripping, and glass, including any failed thermal seals, but excluding exterior perimeter flashing or caulking at the interface of the building structure, which shall be the responsibility of the Association.

38. **Minimum Heat Required.** Each Unit Owner shall maintain a minimum temperature of fifty-five (55) degrees in their Unit at all times.
39. **Uses Affecting Insurance.** Unit Owners and Residential Users shall not permit anything to be done or kept in the Units or Common Elements (including the Limited Common Elements) which will result in the cancellation of insurance on any part of the Condominium, or would be in violation of any applicable governmental or insurance mandate. A Unit Owner may use their Unit and/or the Limited Common Elements allocated to it in a manner that may increase the insurance premiums for the Condominium, but the Board of Directors may, in its reasonable discretion, allocate the cost of such insurance premium increase to the Unit Owner.
40. **Moisture Control.** Each Owner must:
keep all window, wall or ceiling vents and exhaust fans for the Owner's Unit (including bathroom and kitchen fans and dryer vents) in good working order and must use the exhaust vents and fans to prevent undue moisture in the Unit;
clean and dry all liquid spills or leaks within the Unit immediately upon discovery;
immediately stop any water leaks, and repair any leaking plumbing fixtures (including pipes, hoses, drains, toilets, showers, tubs, dishwashers, faucets, garbage disposals, and shower heads) water heaters, or hot water tanks; and
within seventy-two (72) hours of discovery, notify the Association of any suspected water leak, water infiltration or excessive moisture in the Unit or Common Elements within the building, any water damage, or any evidence of mold or fungus growth in the building.
promptly and properly remove any mold from the Unit.
- 40.1. Unit Owners hereby indemnify the Association for any damages suffered or expenses incurred by the Association for maintenance, repair, cleaning or remediation to the Unit or Common Elements in the building caused by the failure of the Owner to properly or promptly comply with this Section. Except to the extent covered by insurance, the Association has no liability for damage to property or injury to persons related to water leaks, mold, fungi, viruses or any other organic matter.
41. **Reasonable Use of Units.** No Unit Owner shall overload the electrical wiring in the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others. No Owner shall connect any machines, appliances, accessories or equipment to the heating, or air-conditioning system or plumbing system, without the prior written consent of the Board of Directors or Managing Agent. This is not intended to limit an Owner's right or ability to replace light fixtures, faucets, shower heads, or other components that do not require permits, and are not likely to impact the building systems or result in any damage to the property.
42. **Association Repair Responsibility.** The Association shall be responsible for certain in-Unit components and/or systems relating to the Association's insurance and fire/life safety systems and other components including:

- 42.1. Cleaning dryer vents; painting exterior surfaces of window sills and doors on the Southside exterior boundaries of the Residential Units and for painting balcony railings surrounding the unit Limited Common Elements; the replacement of smoke detectors and fire alarm speakers connected to the Common Element systems at the end of their useful life; maintenance and repair of the common area-facing surface of Unit entry doors (the replacement of exterior windows and doors, including broken glass or failed seals shall be at the owners expense).
- 42.2. The Association shall assess the cost of the same against the Owners of all Units in proportion to their Allocated Interests, except that certain costs shall be assessed as follows:
- 42.3. Dryer vent maintenance and replacement shall be assessed equally among all Units.
- 42.4. Smoke detector replacement shall be assessed to each Unit according to the number of detectors requiring replacement in that Unit.
- 43. **Common Elements and Facilities.** The Common Elements and facilities shall be used only for access, ingress and egress to and from the respective Units by the occupants, and their guests, household help, and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; and in special areas shall be used for the purposes approved by the Board of Directors. The use, maintenance and operation of the Common Elements and facilities shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner or Residential User.
- 44. **Contractor Insurance.** All contractors and vendors who perform services that require prior approval on the Association premises must be appropriately licensed for their scope of work in the City and carry a minimum of \$1M general liability insurance per incident, with no exclusions for work on condominiums. Owners must provide proof that their vendor's have insurance, and that there are no exclusions for work on condominiums or for the work they will perform at the Association.
- 45. **Maintenance and Alteration of Limited Common Elements.** Unit Owners shall keep the Limited Common Elements (LCEs) allocated to their respective Units in a neat and clean condition and may, at any time and without obtaining Board approval, alter the cosmetic appearance of Decks, Patios, and Balconies by implementing updates and improvements of a non-permanent nature that are not intended as appurtenances including furniture, greenscaping, and hardscaping in accordance with such rules and regulations as may be adopted by the Association and in accordance with this Declaration.
 - 45.1. Permanent cosmetic alterations (e.g. applying paint to surfaces, etc.), infrastructure alterations (updating surface material, enlarging or decreasing areas demarcated for greenscaping and/or hardscaping, etc.), the addition of appurtenances, and any other alterations that may materially impact the uniform appearance or Association's ability to perform maintenance may only be made

with prior approval of the Board of Directors as outlined in Section 10.21 and related subsections.

- 45.2. Unless otherwise specified in this Declaration or Bylaws, the Association shall perform or cause to be performed maintenance, repair and replacement of the Limited Common Elements. Unless otherwise specified in this Declaration, the cost of these activities and restoration of both the function and cosmetic appearance of any impacted Limited Common Elements shall be an Owner expense to the unit(s) designated to the Limited Common Element.
46. **Additional Costs Caused by Owners.** If an Owner improves their Unit or Limited Common Elements in a way that costs the Association more money, the Owner is to bear that additional cost, but the Association is not relieved of its normal repair costs for those components.
- 46.1. Any extraordinary Common Expenses incurred by the Association as a result of Owner-initiated improvements that impact maintenance, repair and/or replacement of Common Elements and/or Limited Common Elements shall be levied as a special assessment against the Unit(s) related to such expenses. Improvements may include: alterations which increase costs for repairs and maintenance, such as HVAC units, skylights, fireplaces and/or other roof or common and limited common element alterations. Extraordinary costs will be calculated by subtracting the actual costs (or estimated costs if actuals are unavailable) of current maintenance, repair and replacement of the Limited Common Elements as originally developed from the actual cost of current maintenance, repair and replacement as improved.
47. **Alterations of Units.** Subject to the provisions of the Declaration and other provisions of law, a Unit Owner may make any improvements or alterations to the Owner's Unit that do not affect the Common Elements, uniform appearance, structural integrity, acoustical characteristics, or mechanical or electrical systems of the property or lessen the support of any portion of the condominium. Owners must notify the Board of any improvement to their Unit in order to coordinate contractor services and access to the building.
48. **Unit Alterations – No Approval Required.** The following alterations and improvements within the exterior boundaries of a Unit may be affected by any Owner or Residential User without obtaining prior approval so long as these alterations and improvements do not change any structural walls (including any penetrations of concrete walls, ceilings or floors) or affect the overall structural integrity, acoustical properties, plumbing, mechanical or electrical systems, or uniform appearance of the Condominium:
- 48.1.1. Decoration (e.g. applying paint, wall coverings, etc.
 - 48.1.2. installation and removal of carpet.
 - 48.1.3. installation and removal of furniture, including built-in furniture and cabinetry installations where no permitting is required and/or the original footprint remains unchanged.

- 48.1.4. updates to the cosmetic appearance of surfaces within the exterior boundaries of a Unit, but decoration and/or alteration of components located on the exterior boundaries of Residential Units visible from the outside of the Building including screens, doors, awnings, rails, and the color of window coverings must be of a neutral white or off-white color that does not detract from the uniform appearance of the building and in accordance with such additional rules and regulations as may be adopted by the Association.
 - 48.1.5. replacement of appliances, appurtenances, equipment, and fixtures in place:
 - 48.1.6. sinks, faucets, shower heads, lighting and electrical switches and outlets
 - 48.1.7. appliances that do not require permitting need to be installed by a licensed electrician or plumber. (dishwashers, laundry equipment, water heaters, ovens, cooktops)
 - 48.1.8. interior doors and their related hardware where there are not material changes to ingress and egress
49. **Advance Notice of Alterations and Improvements.** Owners must notify the Association in writing no less than forty-eight (48) hours in advance for any alterations or improvements that may potentially create scheduling considerations such as use of an elevator, excessive or prolonged noise or vibrations, the movement of extraordinarily sized items through any Common Element, or the use of vehicles that may need to occupy loading/unloading areas.
50. **Alterations – Prior Approval Required.** The following alterations and improvements within the exterior boundaries of a Unit and within Decks may be affected by any Owner or Residential User only after obtaining the written approval of the Board of Directors: installation of hard surface flooring above another Unit, which must meet sound reduction standards between Units established by the Department of Housing and Urban Development for Grade I dwellings (A Guide to Airborne, Impact, and Structure Borne Noise-control in Multifamily Dwellings, page 153), using testing as prescribed by the Building Code, for both airborne (STC) and Impact Sound Insulation (IIC) sound. The Board may adopt rules and procedures for approval and installation of flooring above other living spaces, and for determination of compliance with these standards, and enforcement.;
- construction or demolition of walls and soffits;
 - penetration of concrete walls, ceilings or floors (any holes or fasteners into these);
 - addition of and/or updates to core systems (electrical, plumbing, HVAC, etc.);
 - addition and removal of appurtenances (excluding replacements in place and components that require no permitting);
 - alterations that impact fire and life safety systems, i.e. fire detectors, fire alarm speakers, and fire sprinklers;
 - alterations that impact the function of windows and/or doors on the exterior boundaries of a Unit;
 - alterations that require permitting from a governmental authority
 - alterations to Decks according to the requirements of Section 10.19.

51. **Approval Procedures for Alterations.** Alterations (“Work”) requiring prior approval must be initiated by the Owner(s) of a Unit by written application (“Alteration Request”) to the Board of Directors that contains all of the following as applicable:
- scope of work;
 - plans and specifications, including drawings, measurements, photos, renderings, annotations, etc.;
 - permit and inspection requirements (including those already obtained or that will be obtained);
 - contractor details including licensing, insurance, etc.;
 - requirements of the section Relocation of Unit Boundaries for relocation and reallocation.
 -
52. The Board shall approve an Owner’s Alteration Request unless it lacks satisfactory evidence that:
- 52.1. the implementation and/or final Work will comply with this Declaration;
 - 52.2. the application is complete as described above; and
 - 52.3. if altering a Limited Common Element, such work does not detract from the aesthetic appearance of the building nor unreasonably inhibit view corridors.
 - 52.4. Failure of the Board of Directors to act upon such Alteration Request within 60 calendar days shall be deemed approval thereof, except that a failure to act cannot authorize any work that would otherwise be prohibited by this Declaration.
 - 52.5. The Board of Directors may elect to provide preliminary and/or conditional approval subject to the timely receipt of additional information and/or evidence related to the Alteration Request.
 - 52.6. In the course of making a determination for the Alteration Request, the Board of Directors may retain, at the Owner’s expense, architects, engineers and other professional and/or expert resources to review the application.
 - 52.7. The Board of Directors, in its sole discretion, may elect to conduct a hearing for the Alteration Request at such reasonable place and time as is suitable and provide details to the Owner(s) who shall be entitled to be heard and to be accompanied by professionals such as architects, engineers, contractors, etc.
 - 52.8. If additional information is required to approve the Alteration Request, the Board of Directors shall have 60 calendar days to act based on the last date such information is received.
53. **Performance of Work.** Owners who have obtained approval of their Alteration Request shall ensure all Work is performed: 1) in accordance with the plans and specifications

provided, 2) in compliance with this section Approval Procedures for Alterations and 3) in compliance with any express conditions of approval provided in writing by the Board of Directors.

- 53.1. Several factors including, but not limited to contractor and subcontractor availability, selection and skill, due diligence of architects and designers, existing construction and product availability may lead to deviations from the originally approved plans and specifications. Such deviations will be considered acceptable unless they:
 - 1) contravene requirements 2 or 3 of this Section;
 - 2) violate other requirements of this Declaration;
 - 3) materially increase the scope and/or scale of the Alteration Request or, if altering a Limited Common Element;
 - 4) detract from the aesthetic appearance of the building; or
 - 5) unreasonably inhibit view corridors of adjoining units.
54. **Unauthorized Work.** If there is credible evidence that work requiring approval from the Board is being conducted without such approval, the Board may enter a Unit to inspect by providing one (1) business day's advance Notice posted on the door of the Unit. Unauthorized work must stop until approval is obtained.
 - 54.1. Any expenses incurred by the Association for investigation and enforcement related to unauthorized work shall be assessed against the Unit.
 - 54.2. Damage to any Common Element or Limited Common Element may be restored by the Board and the cost thereof assessed to the Unit following notice of such assessment and opportunity to be heard.
 - 54.3. Refusal by an Owner to allow inspection shall be prima facie evidence that unauthorized work is being performed.
55. **Inspection and Correction of Work.** During the course of Work related to any approved Alteration Request, the Association and its agents and representatives may enter upon any Unit or Limited Common Element for the purpose of inspecting the Work by providing at least one business day's advance Notice posted to the door of the Unit. Inspection may be made at any time during working hours or when work is being performed. The Association shall not damage or interfere with work in progress.
 - 55.1. If, at any time during the course of Work, the Board of Directors determines that requirements set forth in this Section have been violated, it shall cause written Notice of specific violations to be sent to the Owner(s). The Association shall provide the Owner(s) Notice and Opportunity to be Heard. Owners shall have ten (10) days to cure the violation, or to confirm a plan with the Board or its Managing Agent to do so. Any expenses incurred by the Association for investigation and enforcement related to such violations shall be assessed against the Unit.

- 55.2. Violations that put the plumbing, mechanical, life safety or electrical systems of the property at risk may be corrected by the Association at Owner's expense if not cured within three (3) days. If other violations continue to exist after such hearing as may be scheduled, the Association shall provide the Owner(s) no less than ten (10) days to remedy or remove the Work. If the Work fails to be remedied within such time provided or within any extension thereof, the Board of Directors may remove the Work or otherwise remedy the violations and levy a special assessment for cost of the same against the related Unit.
56. **Completion of Work.** Owners shall, promptly upon completion of all Work related to the Alteration Request, notify the Association of such completion. Within thirty (30) days after receiving Notice of completion, the Association's Board and its agents and representatives shall have the right to enter the Unit or Limited Common Element to inspect the Work and determine if the alterations comply with the requirements of this Section addressing Alterations of Units.
- 56.1. If the Board of Directors determines that any completed Work violates the requirements of this Section addressing Alterations of Units, it shall cause written Notice of specific violations to be sent to the Owner(s) and include a request to promptly remedy the same. If, upon the expiration of thirty (30) days from the date of such notification, the Owner(s) shall have failed to remedy the violations, the Association shall provide the Owner(s) Notice and Opportunity to be Heard.
- 56.2. If violations continue to exist after such hearing as may be scheduled, the Association shall provide the Owner(s) no less than thirty (30) days to remedy or remove the Work. If the Work fails to be remedied within such time provided or within any extension thereof, the Board of Directors may remove the Work or otherwise remedy the violations and levy a special assessment for cost of the same against the related Unit.
57. **Failure to Notify.** If, for any reason, the Association fails to notify an Owner of any Work deviation within sixty (60) days after receipt of Notice of completion from the Owner(s), the Work related to such Alteration Request shall be deemed to be in accordance with approved plans and specifications, except that such failure cannot authorize or approve work that is otherwise prohibited by the Declaration.
58. **No Obligation to Conduct Inspections.** Nothing contained in this Section shall be construed to require the Association to conduct inspections. Any determination not to conduct an inspection shall not be construed as a waiver of any of the local building code or Declaration requirements set forth with respect to the Alteration Request.
59. **Waiver.** The approval by the Board of Directors of any plans, drawings, specifications, or other Documentation for any Alteration Request performed or proposed, shall not be deemed to constitute a waiver of any right to withhold approval of any similar Alteration Request subsequently submitted for approval.

60. **RELOCATION OF Unit BOUNDARIES**

60.1. **Relocation of Unit Boundaries.** The boundaries between adjoining Units may be relocated upon application to the Board by the Unit Owners of those Units and upon approval by the Board pursuant to [RCW 64.90.260](#). Owners of affected Units shall bear all costs associated with the relocation in the percentages agreed upon by those Owners. In the absence of an agreement, the Owners shall share the costs equally.

60.1.1. Pursuant to [RCW 64.90.260](#), a Unit Owner may request that the Board amend the Declaration to include all or part of a common element within the Unit Owner's Unit.

61. **Subdivision and Combination of Units.** A Unit may be subdivided into two or more Units only if it was the combination of previously existing Units. Two or more Units may be combined into a lesser number of Units. Procedures for such combination or subdivision are pursuant to [RCW 64.90.265](#). The Owner(s) of the Units to be combined shall bear all costs related to such combination.

62. **Adjacent Units.** Owners may, after acquiring an adjoining Unit or an adjoining part of an adjoining Unit, pursuant to requirements Unit Alterations in this Declaration, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element. Removal of partitions or creation of apertures under this subsection is not a relocation of boundaries.

62.1. The Board of Directors shall approve a Unit Owner's request pursuant to requirements for Unit Alterations in this Declaration. All costs incurred by the Association for such alteration must be assessed to the Unit.

ARTICLE 11: BUDGETS, ASSESSMENTS, RESERVE STUDIES

1. **Common Expense Assessments.** Assessments for common expenses and those specially allocated expenses that are subject to inclusion in a budget shall be made at least annually based on a budget adopted by the Association in the manner provided in herein.

2. **Allocation of Common Expenses.** Except as provided otherwise in this Article, all common expenses must be assessed against all the Units in accordance with their common expense liabilities. Except as otherwise stated in the Declaration, all Common Expenses shall be assessed against all of the Units based on such budgets as may be adopted by the Association for each fiscal/calendar year. The assessments for Common Expenses for each Unit shall be the sum of 1) the Common Expenses allocated to that Unit pursuant to the Common Expense liability of that Unit (Exhibit C) and 2) any

Specially Allocated expenses allocated to that Unit further clarifies Owners' obligations to pay expenses. To the extent that those expenses can be predicted and included in a budget, they may be collected in advance from the Owners.

2.1. Common Expenses Shall Include:

- a) Expenses of administration, management and professional fees;
- b) Expenses of maintenance, repair or replacement of Common Elements and facilities;
- c) Costs of insurance and bonds required by the Act, this Declaration and/or the Bylaws;
- d) Costs for any utility services furnished to the Common Elements or for utility services furnished to Units that are not separately metered;
- e) General operating funds;
- f) Reserve funds for maintenance, repair and replacement of Common Elements pursuant to this Declaration;
- g) Any deficit in common expenses for any prior period.
- h) Any other items properly chargeable as expenses of the Association, including but not limited to enforcement costs and expenses incurred as a result of unforeseen events or circumstances that benefit all Units;
- i) Any other materials, supplies, structural alterations, furniture, labor, services, insurance, taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of this Declaration, the Bylaws, or by governmental authority, or which, in its opinion, is necessary or proper for the operation of the Condominium, or for the enforcement of this Declaration or the Bylaws; provided that if any such services are rendered for specific Units related to components scheduled as Owner obligations in The 700 Seventh Condominium Bylaws, Exhibit A, the cost thereof shall be specially assessed to the owners of such Units and shall be immediately due and payable to the Association.

3. **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 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.

- Except for discretion specifically granted to the Board with regard to fines, interest, and/or late fees, neither the Board nor any Owner may exercise discretion to exempt any Unit 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.
- Any expenses Specially Allocated and/or Specially Assessed to a Unit and that are not included with the Association's annual budget are added to the monthly assessment as a lump sum and are due and payable immediately.

4. **Specially Allocated Expenses.** The following expenses of the Association must be assessed against the individual Units on some basis other than common expense liability. The Association may assess:
5. **Units Benefited.** Pursuant to [RCW 64.90.480\(4\)](#), expenses benefiting fewer than all of the Units or their Unit Owners shall be exclusively assessed against the Units benefited. Examples of expenses that benefit fewer than all the Units are costs to remediate damage to a Unit, even if the dividing walls and ceiling are involved, the cost of providing any service of any kind to an individual Unit or its Owner or any occupant, the cost of clearing a clogged pipe reported as affecting only one Unit, the costs of accessing, repairing and/or replacing a pipe inside the walls, ceilings and floor boundary if damaged by activity to clear a clog reported as affecting only one Unit, and maintenance of building components serving only one Unit;
 - 5.1. The Association shall, to the extent reasonably practicable and in a reasonable and non-discriminatory manner, Specially Allocate any Common Expenses benefiting fewer than all of the Units to those Units benefited in proportion to the benefit received. To the extent reasonably practicable, the Association shall separately contract for services to be billed to selected Units as Special Allocations. All expenses related to the maintenance, repair, and function of a unit, such as HVAC or plumbing, shall be charged to the unit.
 - 5.1.1. In determining whether making a Special Allocation is practicable, the Association shall consider whether a certain Unit or Units benefit more than other Units with regard to the Common Elements involved in each particular case, and shall take into account the practical feasibility of making the Special Allocation in light of the amount of the liability or expense involved.
 - 5.2. Expenses for routine maintenance of Unit Owned HVAC equipment placed in Common Elements shall be assessed to the Owners of that equipment (8th Floor Rooftop Units).
6. **Equally Assessed Expenses.** Pursuant to [RCW 64.90.480\(4\)](#), if the Association provides all Units services or utilities such as broadband / internet access, cable television, or cloud-based intercom and/or security hardware that are billed based on the number of Units, such expenses shall be assessed equally (instead of by Unit allocation) to each Unit unless separately metered. Failure to use such services do not relieve any Owner for such assessments.
7. **Expenses Related to Limited Common Elements.** Except for those components of Limited Common Elements that are scheduled as an Association responsibility in The 700 Seventh Condominium Bylaws, Exhibit A, any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element as identified in this Declaration or the Survey Map and Plans shall be assessed against the Unit or Units to which that Limited Common Element is allocated.

8. **The Insurance Deductible.** As provided in 14 and pursuant to [RCW 64.90.480\(8\)](#).
9. **Late Fees, Interest.** Late fees, interest and costs of collection for delinquent accounts;
10. **Fines and Expenses.** Fines and costs for enforcement are assessed against individual Owners in accordance with this Declaration or law.
11. **Special Charges for Services Provided to Unit Owners.** Pursuant to the authority granted the Association under [RCW 64.90.405\(2\)\(j\)\(ii\)](#), a Unit Owner shall reimburse the Association for expenses incurred or amounts paid by the Association for services provided to such Unit Owner, including, but not limited to:
 - 11.1. Review of a request for the lease of any Unit; preparation of a Resale Certificate;
 - 11.2. review of a request for approval by the Board for any architectural, structural, or related alteration to the interior or exterior of any Unit or Unit Structure or Limited Common Element allocated to a Unit;
 - 11.3. certain inspections and Work performed within the boundaries of a Unit
12. **Move-In / Move-Out / Change of Occupancy Fees.** Pursuant to [RCW 64.90.405\(2\)\(j\)](#), the Association may establish, by Rule, non-refundable move-in/move-out/change of occupancy fees and, also pursuant to [RCW 64.60.010](#), transfer fees of not more than one-twelfth of the annual regular assessment of the Unit (excluding any specially assessed costs and/or special assessment(s)) to recover expenses associated with changes in occupancy, and once per lease or monthly fees to recover actual expenses associated with Units rented by their Owners, and;
13. **Other as provided by law or this Declaration.** Any other expense that can be assessed to a Unit under the Act or provisions of this Declaration, including, but not limited to misconduct and negligence.
14. **Adoption of Budgets.** Not less than fifty (50) calendar days prior to the beginning of each new fiscal/calendar year, the Board shall approve a proposed draft operating budget subject to ratification of the Unit Owners. In preparing the draft budget, the Board shall estimate the Common Expenses and Special Allocations of the Association to be paid during the year, make suitable provision for accumulation of reserves, including amounts reasonably anticipated to be required for the operation, maintenance, repair and replacement of the Common Elements (including the Limited Common Elements), and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association.
15. **Budgets; Notice and Ratification.** Budgets shall be ratified by the members as set forth in [RCW 64.90.525](#). In addition to the requirements of [RCW 64.90.525](#), budgets shall include applicable disclosures from [RCW 64.90.540](#). Within thirty days after adoption of any proposed budget for the common interest community, the board must provide a copy of the budget to all the Unit owners and set a date for a meeting of the Unit owners to consider ratification of the budget not less than fourteen nor more than

fifty days after providing the budget. Unless at that meeting the Unit owners of Units to which a majority of the votes in the Association are allocated or any larger percentage specified in the Declaration reject the budget, the budget and the assessments against the Units included in the budget are ratified, whether or not a quorum is present.

16. If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit owners continues until the Unit owners ratify a subsequent budget proposed by the board. The budget must include:
 - 16.1. The projected income to the Association by category;
 - 16.2. The projected common expenses and those specially allocated expenses that are subject to being budgeted, both by category;
 - 16.3. The amount of the assessments per Unit and the date the assessments are due;
 - 16.4. The current amount of regular assessments budgeted for contribution to the reserve account;
 - 16.5. A statement of whether the Association has a reserve study that meets the requirements of [RCW 64.90.550](#) and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and
 - 16.6. The current deficiency or surplus in reserve funding expressed on a per Unit basis.
17. **Supplemental Budgets.** If the most current ratified budget at any time proves inadequate for any reason (including non-payment for any reason of any Owner's Assessment), the Board may adopt a new budget which shall be ratified in the same manner as the annual budget. If the amounts budgeted and being collected at any time are estimated to result in a surplus $\geq 5\%$, the Board may vote to reduce the amount being assessed. Notice of reduction in assessments must be provided to all Units within fourteen (14) days of such decision by the Board.
18. **Special Assessments.** The Board, at any time, may propose a special assessment pursuant to [RCW 64.90.525](#). If an emergency so requires, the Board may approve a special assessment by two-thirds vote pursuant to the Act.
19. **Reserve Study Preparation.** The Association must annually prepare and update a reserve study in accordance with [RCW 64.90.545](#) and [RCW 64.90.550](#).
 - 19.1. A Unit Owner's duty to pay Assessments and the validity of budgets ratified by the Unit owners with regard to reserve studies are subject to [RCW 64.90.555\(3\)](#).
 - 19.2. One or more owners may bring an action to enforce reserve study requirements pursuant to [RCW 64.90.555\(1\) through \(2\)](#).

20. **Financial Audit.** The financial statements of the Condominium shall be audited on an annual basis by a Certified Public Accountant pursuant to [RCW 64.90.530](#). Such audit shall be completed not later than two-hundred (275) days after the Association's fiscal/ calendar year ends.
- 20.1. The Board at any time, or by written request of not less than a Quorum of Owners, may require that an audit of the Association's financial books and records be performed and presented at a Special Meeting of owners.
- 20.2. A Unit Owner, at their own expense, may at any reasonable time prepare or cause to be prepared an audit of the Association's books and records which shall be made available by the Association pursuant to [RCW 64.90.495](#).
21. **Statement of Amounts Owed.** The Association, upon written request, must furnish to a Unit Owner or a mortgagee a statement pursuant to [RCW 64.90.485\(11\)](#). If the Association is charged a fee for preparation of such a statement, the Association may assess that fee without any markup against the applicable Unit.

ARTICLE 12: ACCOUNTS & FUNDS

1. **Funds.** All funds of the Association must be kept in the name of the Association with one or more qualified FDIC-insured financial institutions and must not be commingled pursuant to [RCW 64.90.530](#).
2. **Accounts.** The Association must establish and maintain its accounts and records pursuant to [RCW 64.90.475](#) and in accordance with this Declaration.
3. **Account Authorized Individuals.** Not less than 3 Board members shall be listed as Authorized Individuals with full authority to complete transactions necessary to fulfill Association business in any and all financial accounts held in the name of the Association including, but not limited to the Master Insurance Fund, Operating Fund and Replacement Reserve Fund.
4. **Account Maintenance.** Every time there is a change in Authorized Individuals, updated authorization forms must be submitted to appropriate financial institutions within forty-five (45) calendar days. These forms may include, but are not limited to: corporate resolutions, check writing forms and bank signature cards.
5. **Master Insurance Account.** The Board may establish an income-earning account known as the Master Insurance Account eligible for FDIC insurance to accumulate funds to pay for:
- 5.1. the Association's annual insurance premium; and
- 5.2. at the Board's discretion, insurance claim costs payable by the Association that may arise from time to time.

- 5.2.1. The Treasurer may cause an amount equal to at least one-twelfth (1/12) of the total expected cost of all insurance premiums required by the Declaration to be deposited in the account every month.
 - 5.2.2. The Board must authorize all debits from the account with the exception of debits to pay the Association's insurance premium(s).
 - 5.2.3. Funds deposited in the Master Insurance Account shall be placed in a qualified financial institution : consist of cash, money-market funds, and investments in Treasury Bills ("T-Bills") and Certificates of Deposit ("CDs") with investment maturities allowing for timely master insurance premium payments.
 - 5.2.3.1. Should the Master Insurance Account balance fail to meet the required premium amount, the Managing Agent or Treasurer shall notify the Board in writing within five (5) business days of identifying such condition and the topic must be discussed in the next regular meeting as part of the Treasurer's Report and/or New Business.
 - 5.2.3.2. If, for any reason, the Treasurer does not fulfill their duties with regard to these requirements within ten (10) business days or in case there is no assigned Treasurer, any Director may notify the Board in writing and subsequently convene a meeting of the Board to take action in accordance with this section.
6. **Replacement Reserve Account.** Pursuant to [RCW 64.90.535](#), the Board may establish at least one income-earning account to pay for the Association's replacement reserve expenses known as the Replacement Reserve Account. Reserve accounts must be maintained under the direct control and administration of the Board.
- 6.1. The Treasurer shall cause an amount equal to at least one-twelfth (1/12) of the annual replacement reserve contribution identified by the most recently ratified budget then in effect to be deposited in the RRF as determined by the Board.
7. **Replacement Reserve Account; Withdrawals.** The Board may withdraw funds from the RRF pursuant to [RCW 64.90.540](#). The Board may also expend funds from the RRF for reasonable costs of action required to address an emergency as strictly limited by the Act. Use of Reserve Funds for emergency use requires notification to all owners as to the withdrawal of funds and the plan for repayment of funds to the account.
- 7.1. In addition to approval of the Board, transactions disbursing reserve funds require the signature of at least two Board members. Electronic signatures satisfy this requirement. Transfers between separate

Replacement Reserve Accounts held by the Association do not require such signatures.

- 7.2. All reserve accounts must be maintained under the direct control of the Board pursuant to [RCW 64.90.535](#).

8. **Operating Account.** The Board shall establish at least one account eligible for FDIC insurance to manage the Association's general operating funds. This Operating Fund will normally receive all assessments, income and other funds accepted by the Association. Checks and electronic debits shall be issued from this account for all management, maintenance and other operations expenditures necessary for the Condominium.
- 8.1. The Operating Account cash equivalent balance on the last calendar day of every month (as reflect on financial statement balances) shall:
- 1) consist entirely of cash and/or money-market securities available for withdrawal and/or redemption within twenty-four (24) hours
 - 2) provide sufficient capital to pay expected liabilities for the next thirty (30) days
 - 3) not exceed the FDIC deposit insurance limit within a single financial institution
- 8.1.1. Should the Operating Account balance fail to meet requirement #3, the Managing Agent, Treasurer or other designated Director will cause funds in excess of the FDIC deposit insurance to be distributed to another financial institution within five (5) business days of identifying the excess funds.
- 8.1.2. Should the Operating Account balance fail to meet requirements #'s 1 and/or 2, the Managing Agent and any Director will, after identifying the discrepancy, notify the Board within five (5) business days and the Board will discuss the situation at its next regular meeting as part of the Treasurer's Report and/or New Business.
9. **Capital Improvement Account.** The Board may establish at least one account eligible for FDIC insurance to house the Association's funds to improve the Condominium. This Capital Improvement Account will be supplied by both regular and/or special contributions from the Operating Account as ratified in the Association's annual operating budget. Expenditure of these funds will be determined by the Board of Directors and governed by this Declaration as per Capital Project Improvements requirements contained in Article Subsection 9.8.
10. **Investment of Association Funds.** No individual volunteer shall control investment decisions of any Association funds, except for investment durations less than or equal to one hundred (100) days and, in that case, only investments in principal-guaranteed securities consisting of US Treasuries (Treasury Bills, Notes and Bonds) and/or Certificates of Deposit (CDs) and/or money-market funds, and then only by adhering to a duly adopted policy or resolution approved by the Board that complies with the requirements of this Declaration.

11. **Investment Policy.** If any funds are to be invested in securities other than principal-guaranteed securities, the Board may adopt a reasonable and prudent investment policy consistent with the standards below that has been ratified by the Owners as provided herein. The investment policy may include bank investments (checking accounts, savings accounts, money market accounts and CDs), US Government debt securities (Treasury Bills, Notes and Bonds) and/or publicly traded securities (limited to mutual funds, money market funds, exchange traded funds, stocks and bonds, partnership Units and equity options).
- 11.1. The Investment Policy shall provide that:
- 1) cash accounts eligible for FDIC insurance shall be so insured and that securities be held by a qualified custodian;
 - 2) at least sixty-seven percent (67%) of Replacement Reserve funds will remain invested in cash, money market, CD and US Treasury instruments at all times; and
 - 3) the Board should engage a registered investment advisor to assist in the execution and overall management of funds as directed by the Investment Policy;
- 11.1.2. The Investment Policy shall contemplate:
- 1) cash flow / funding needs identified by the most current Reserve Study and other relevant information to satisfy expenditures necessary to maintain, repair, replace and properly care for components of the buildings and premises of the Association
 - 2) inflation and interest rate expectations identified by the most current Reserve Study
 - 3) asset diversification
 - 4) monetary policy / interest rate risk
 - 5) liquidity
 - 6) expected investment yields over a period of not less than thirty (30) years
- 11.1.3. Upon adoption by the Board, the Association shall provide a copy of the Investment Policy to the Members along with a notice of a meeting of Members to consider the policy. Unless, at that meeting, the Owners to which a majority of the total voting power is allocated vote to reject the Investment Policy, the Investment Policy is approved whether or not a quorum is present, and the Board may invest reserve funds consistent with such policy, provided that the Board may revoke the policy at any time and direct investments subject to this Declaration.

ARTICLE 13: LIENS AND COLLECTIONS

1. **Lien.** The Association has a statutory lien on each Unit for any unpaid assessment pursuant to [RCW 64.90.485](#). Assessments are defined by [RCW 64.90.010](#).

- 1.1. Except for proceeds of a foreclosure sale, a payment on an Owner's Assessment account shall be applied in the following order, beginning with the oldest assessments first.
2. **Lien Priority.** A lien under this section has priority over all other liens and encumbrances on a Unit except as provided by [RCW 64.90.485\(2\)](#).
3. **Super Priority Lien.** A lien under this section has priority over the security interests described in the Lien section subject to [RCW 64.90.485\(2\)\(b\)](#) and shall adhere to the requirements of [RCW 64.90.485\(3\)\(a\)](#) through [RCW 64.90.485\(3\)\(c\)](#).
 - 3.1. Pursuant to [RCW 64.90.485\(4\)](#), Article Subsections [13.2](#) and [13.3](#) do not affect the priority of mechanics' or material suppliers' liens to the extent that law of this state other than as [RCW 64.90](#) gives priority to such liens, or the priority of liens for other assessments made by the Association.

- 3.2. A lien under this section is not subject to [Chapter 6.13.10](#).

This Declaration and the following actions are governed by [RCW 64.90.485](#). The following actions are subject to the statute:

- Foreclosure of liens by the Association
 - Action by an Association to collect assessments or to foreclose a lien on a unit
 - Joint and several obligations, voluntary conveyances, and suits to recover personal judgments
 - Late charges ("late fees") and interest determinations may only be assessed if a schedule of such fees has been adopted and furnished to the owners pursuant to the requirements for notice in [RCW 64.90.505](#) and for which payment has not been received within twenty (20) business days of the date due. The Association may assess a single late fee for nonpayment of each amount separately assessed. Late fees, if adopted, shall be subject to a minimum amount of \$5 notwithstanding any single late fee may not exceed \$100 or 3% of the amount of the assessment the nonpayment of which triggered the fee, whichever is less. Late fees are subject to inflationary adjustments according to the United States Bureau of Labor and Statistics' Consumer Price Index CPI-U figures for the most specific geography matching the Association's physical premises.
 - Recovery of attorneys' fees and costs related to collections and related proceedings
 - The Association may not commence an action to foreclose a lien on a unit without Board approval and follow all requirements of [RCW 64.90.485](#) (22) through (23).
4. **Acceleration of Assessments.** In the event any regular Assessment or special assessment attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days notice, delivered via any methods allowed by [RCW 64.90.515](#), 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.

5. **Delinquent Assessment Deposit.** A Unit subject to Acceleration of Assessments may be required by the Association to make and maintain a deposit 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 account, be credited to the Unit, and used for the purpose of establishing a reserve for delinquent Assessments.
 - 5.1. Deposits shall not be considered advance payments of regular Assessments. In the event the Association should draw upon the deposit as a result of a Unit's delinquency, the Unit shall continue to be responsible for the immediate and full payment of the delinquent Assessment(s) as well as the full restoration of the deposit. 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. Any deposit credit balance remaining after twelve (12) months of consecutive non-delinquency period shall be credited to the Unit within thirty (30) calendar days.
6. **Remedies Cumulative.** The rights and remedies set forth in this Article are not exclusive, and the exercise of any right or remedy does not preclude the exercise of any other rights or remedies in this Section, or that may now or subsequently exist in law or in equity or by statute or otherwise.

ARTICLE 14: INSURANCE

1. **Association Insurance.** The Association shall maintain, to the extent reasonably available, insurance that complies with the requirements of [RCW 64.90.470](#) and Fannie Mac and/or Freddie Mac and the secondary mortgage market, including:
 - a) Insurance on the property of the condominium, which shall 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 be not less than the replacement cost of the Common Elements and the Units, exclusive of land, excavations, foundations, and other items normally excluded from property policies. At the discretion of the Board, the Association may obtain insurance for earthquake, flood and terrorism;
 - b) Insurance for general liability, including medical payments insurance, in an amount determined by the Board, but not less than one million dollars (\$1 million), covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements;
 - c) Fidelity insurance naming the members of the Board, the Managing Agent and such other Persons as may be designated by the Board in amount equal

to at least the amount of all bank accounts, plus three months estimated cash to be collected as Assessments each year;

- d) Insurance for liability of Directors and Officers; such insurance shall also cover the Managing Agent (if applicable);
- e) Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable;
- f) Insurance against loss due to cyber-attacks as the Board deems advisable;
- g) If the Association is an employer, Insurance against losses due to employee dishonesty; and
- h) Such other insurance as the Board deems advisable.

2. **Unavailability of Insurance.** If the insurance required herein is not reasonably available, or is modified, canceled, or not renewed, the Association promptly shall cause Notice of the circumstances to be delivered to all Unit Owners and to each Eligible Mortgagee pursuant to [RCW 64.90.470\(3\)](#).

3. **Insurance Required.** Insurance policies carried pursuant to [RCW 64.90.470\(1\)](#) must comply with the requirements of [RCW 64.90.470\(4\)](#).

4. **Loss Adjustment through Association.** Owners may not make a claim upon the Association's property insurance directly and any loss covered by the Association's property insurance must be handled pursuant to [RCW 64.90.470\(5\)](#).

5. **Certificate of Insurance.** An insurer that has issued an insurance policy to the Association pursuant to this section shall issue certificates of insurance pursuant to [RCW 64.90.470\(7\)](#).

6. **Policy Requirements.** The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance policies shall be obtained from insurance carriers that are generally acceptable for similar projects, licensed to do business in the state of Washington, and meet the specific requirements of Fannie Mae and/or Freddie Mac, VA and HUD regarding the qualifications for insurance carriers. All such policies shall meet the specific requirements of FNMA, FHLMC, VA, and HUD for condominium projects. All such insurance policies and fidelity bonds shall provide that coverage shall not lapse and may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written Notice to any and all insureds named therein.

7. **Unit Owner Insurance**

7.1. **Owner's Additional Insurance.** Each Unit Owner must obtain and maintain an individual insurance policy that provides coverage for the Owner's Unit (in an amount at least equal to the Association's deductible) and personal belongings therein, and, to the extent reasonably available:

- a) Loss of use, loss of rental income, and loss Assessment exposures;

- b) Comprehensive Personal Liability coverage for any damage to other Units or Common or Limited Common Elements arising or resulting from the Owner's negligence, carelessness, or acts or omissions, or from damage caused by fixtures or appliances maintained by the Owner; and
 - c) The minimum Real Property coverage for an Owner policy shall not be less than the amount of the deductible for the Association's policy of Property insurance, or any greater amounts as may be established by the Board.
 - d) The minimum Loss Assessment coverage shall be the amount of the deductible for the Association's policy of Property insurance.
 - e) The Association may choose to purchase earthquake insurance for the Condominium. If it does, the Board may choose to require all owner's to purchase earthquake insurance to cover the deductible under the Association's policy that relates to their Unit.
 - f) The failure of an Owner to purchase insurance required under the Declaration does not reduce that Owner's obligation to pay for amounts within the Association's policy's deductible, or any other amount for which the Owner is responsible under the Declaration.
8. **Proof of Coverage.** Unit Owners shall file a certificate of insurance for such individual policy or policies with the Board within thirty (30) days of any request by the Board. The Association shall have the right but not the obligation to monitor the maintenance of such insurance by Owners, and shall further have the right, but not the obligation, to obtain such insurance if the Owner or User fails to obtain or maintain the same and to levy a special assessment for the expense against the Unit(s) of the Owner(s) related to such Common Expense.
9. **Unit Owner Obligations.** The Association's obligation to insure shall not relieve Unit Owners of their obligations under any other Article of the Declaration, including, but not limited to, the obligation to obtain adequate insurance, perform and pay for repairs, maintenance, care and replacement of the Unit and/or Limited Common Elements for which the Owner is responsible.
10. **Tenant or Occupant Insurance.** Unit Owners shall require any Tenants or other Occupants to obtain Renter's Insurance to protect their personal property, provide for loss of use, and to provide general liability insurance for acts and omissions by Unit Owners or Residential Users.
11. **Owner's or Occupant's Insurance Deductible.** Under no circumstances shall the Association pay any insurance deductible due under a Unit Owner's individual insurance policy or any Tenant's or Occupant's insurance policy.
- 11.1. The Board may require a Unit Owner to file a claim under the Owner's policy if the Owner is responsible for damage and has not otherwise paid their obligations for the necessary repairs.

12. **Allocation of Repair Costs for Property Damage.** In accordance with the provisions of this Declaration, including but not limited to the subparagraphs of this section, the costs for repair or damage events are apportioned as follows:

12.1. **Damage Covered by Association Insurance.** Pursuant to [RCW 64.90.470\(1\)\(a\)](#) and [RCW 64.90.480\(6\)\(7\)\(8\)](#), costs that are covered by the Association's insurance in excess of the Association's standard insurance deductible for a corresponding loss are paid for by Association insurance, or by the Association if the Board decides not to file a claim. Costs in excess of the Association's standard insurance deductible that is not covered by insurance proceeds AND costs within the Association's standard insurance deductible for a corresponding loss are the responsibility of the Unit Owner and are allocated:

- a) to a Unit if the damage resulted from willful misconduct or gross negligence of the Unit's Owner or any of the Occupants, Tenants, guests, invitees, visitors, agents, or pets of any Unit owner or Residential User of the Owner;
- b) if there is no willful misconduct or gross negligence, then to a Unit if the damage resulted from failure to comply with a maintenance standard prescribed by this Declaration or by a Rule.
- c) if neither (a) nor (b) apply, then to a Unit, if the damage resulted from ordinary negligence of the Unit's Owner, tenant, guest, invitee, or occupant (and their animals and pets), or from any vehicle, equipment, appliance or fixture (or wiring or pipes related thereto) within the Unit or belonging to any of the same.
- d) if neither (a) nor (b) nor (c) apply, then to a Unit whose property and/or Limited Common Elements were damaged or benefited by the repairs;
- e) if the damage is to more than one Unit and/or the Common or Limited Common Elements, and neither (a) nor (b) nor (c) apply, both costs in excess of the Association's standard insurance deductible that are not covered by insurance proceeds AND costs within the Association's standard insurance deductible are prorated between the Unit(s) and/or Common or Limited Common Elements based on the total benefit to each, as follows:

- 12.2. repairs to Units and Limited Common Elements that benefit only one Unit will be assessed solely to the individual Unit Owners;
repairs to Units and Limited Common Elements that benefit more than one Unit will be assessed to the Unit Owners benefitted in proportion to the total benefit received by each Unit;
and repairs to Common Elements will be assessed as Common Expenses, divided among Owners in accordance with the formula specified for other Common Expenses.

13. **Damage Not Covered by Association Insurance.** Costs to repair and replace damage and destruction for losses that are not covered by an Association insurance policy or that are not paid from insurance proceeds are a common expense pursuant to [RCW 64.90.470\(9\)](#), except that costs shall be assessed pursuant to [RCW 64.90.480\(6\)\(7\)\(8\)](#) and are allocated:
- 13.1. to a Unit if the damage resulted from willful misconduct or gross negligence of the Unit's Owner or any of the Occupants, Tenants, guests, invitees, visitors, agents, or pets of any Unit Owner or Residential User of the Owner;
 - 13.2. if there is no willful misconduct or gross negligence, then to a Unit if the damage resulted from failure to comply with a maintenance standard prescribed by this Declaration or by a Rule
 - 13.3. if neither (a) nor (b) apply, then to a Unit, if the damage resulted from ordinary negligence of the Unit's Owner, tenant, guest, invitee, or occupant (and their animals and pets), or from any vehicle, equipment, appliance or fixture (or wiring or pipes related thereto) within the Unit or belonging to any of the same.
 - 13.4. if neither (a) nor (b) nor (c) apply, then to a Unit whose property and/or Limited Common Elements were damaged or benefited by the repairs;
 - 13.5. to the extent that the damage to the Property is not insured, and not the responsibility of an individual as noted above, then the Association shall restore all Common Elements and Limited Common Elements as a common expense, and Owners shall restore their Units at their own expense.
14. **Maximum Damage Assessment.** Pursuant to [RCW 64.90.480\(7\)](#), the maximum one Unit can be assessed for any one loss is limited to the expense the Association incurred less any insured proceeds received by the Association, whether the difference results from the application of a deductible or otherwise.
- 14.1. Uninsured amounts within deductibles for earthquake or flood damage, [but in](#) excess of the standard Property deductible, combined with contributions required of Owners as provided for in this Declaration, shall be a common expense.
15. **Opportunity to be Heard before Assessment.** Pursuant to [RCW 64.90.480\(7\)](#), the Association must provide Notice and opportunity to be heard before assessing a Unit to recover expenses relating to willful misconduct or gross negligence, failure to comply with a maintenance standard and/or ordinary negligence.

ARTICLE 15: DAMAGE AND DESTRUCTION

1. **Application.** Any portion of the condominium for which insurance is required that is damaged or destroyed must be repaired or replaced promptly unless excepted pursuant

to [RCW 64.90.470\(8\)](#) or if the loss is within a single Unit, and the cost of repair is less than the deductible amount under the Association's insurance.

2. **Failure to Restore Common Elements.** [RCW 64.90.470\(9\)](#) applies when all of the damaged or destroyed portions of the common interest community are not repaired or replaced:
3. **Failure to Restore Units.** [RCW 64.90.470\(10\)](#) applies if the Unit Owners vote not to rebuild any Unit. Notwithstanding the provisions of this subsection, [RCW 64.90.290](#) governs the distribution of insurance proceeds if the condominium is terminated.
4. **Board of Directors Determination for Repair.** For any damage event that might trigger an insurance claim, the Board shall meet with its Managing Agent and appropriate contractors to determine whether to file an insurance claim, and how best to proceed with repairs and insurance claims. The Board may permit and/or require the owner to complete necessary repairs notwithstanding any insurance claim determination.
 - 4.1. In all cases where the costs to restore and/or rebuild exceed the Association's primary insurance deductible, a decision, preliminary or otherwise, related to the determination for repair shall be recorded in minute books of the Association.
5. **Reporting of Damage Events.** Unit Owners must report events that may require filing an insurance claim to the Association or Managing Agent as soon as practicable, but in no case later than three (3) days following an occurrence or discovery of the damage. Failure of an Owner to report damage may result in a loss of coverage under the Association policy.

ARTICLE 16: ENFORCEMENT AND OPPORTUNITY TO BE HEARD

1. **Strict Compliance.** Each Owner, Residential User, the Board, and the Association shall comply strictly with this Declaration, the Bylaws, and the Rules and Regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and with all appropriately enacted policies, procedures, resolutions, and documented decisions of the Board.
 - 1.1. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Unit Owners, or in a proper case, by any aggrieved Unit Owner. Failure to comply shall also entitle the Board of Directors or any aggrieved Unit Owner to recover any costs and reasonable attorneys' fees incurred by reason of such failure whether or not such activities result in the suit being commenced or prosecuted to judgment. In addition, the Board of Directors or any aggrieved Unit Owner shall be entitled to recover costs and reasonable attorneys' fees upon prevailing appeal and in the enforcement of a judgment.

- 1.2. Compliance with the Governing Documents is enforced through two distinct processes: Enforcement of Violations, and Disputes. The process for enforcement of Violations is outlined in Sections Enforcement of Governing Documents and Opportunity to be Heard. The process for Disputes is outlined in Article and Subsection [16.11](#), Dispute Resolution Procedure.
 - 1.2.1. Failure of Board to Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or Rules and Regulations of the Association, or to exercise any right contained in such Documents, or to serve any Notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing signed on behalf of the Board.
2. **Enforcement of Governing Documents.** In determining whether a violation of the Governing Documents has occurred, the Board shall conduct a reasonable inquiry and base its decision on objective information. The Board may, in its discretion, establish a committee to adjudicate suspected violations. If such a committee is established, it shall serve as the initial body to conduct hearings pursuant thereto. The Board may determine what action to take for a violation as provided in section Enforcement by Board.
 - 2.1. Enforcement of a Violation is not a Dispute; however, Enforcement of a Violation can evolve into a Dispute if the final decision of the Board regarding a Violation is challenged. Unpaid Assessments are collected as provided in Article 13 Liens and Collection and are not subject to requirements for Dispute Resolution.
 - 2.2. If the Board finds that a Person has committed a violation of the Governing Documents, the Board is also authorized to, after Notice and Opportunity to be Heard, assess reasonable violation penalties pursuant to [RCW 64.90.405\(l\)](#) and prohibit the use of one or more Common Elements pursuant to [RCW 64.90.405\(x\)](#). If an Owner's or Occupant's conduct is repeatedly offensive to the community, and is not corrected, following an Opportunity to be Heard and the Dispute Resolution Process, the Association may evict the Owner or Occupant from living in or visiting the Condominium.
3. **Opportunity to be Heard.** Whenever this Declaration requires that an action of the Board be taken after Notice and "Opportunity to be Heard," the following procedure shall be observed: The Board shall give Notice, in accordance with the Board Adopted Rules regarding violations and Due Process Rights, of the proposed action to all Owners or Occupants whose interest would be significantly affected by the proposed action. The Notice shall include a general statement of the proposed action and a statement that the affected Person may request a hearing, which request shall not be made more than ten

(10) business days from the date the Notice is confirmed to be delivered by the Board or may respond in writing.

- 3.1. The Board may conduct the hearing or may delegate its hearing authority to the Managing Agent or to a committee or hearing panel for adjudication. At the hearing, the affected Person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, and to present evidence subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. If the affected person does not request a hearing or fails to attend a scheduled hearing, the Board or its delegate may base its decision (including, but not limited to, the decision to assess a fine or prohibit the use of one or more Common Elements) on the information it possesses. The affected Person shall be notified of the decision in the same manner in which the Notice was given. The Board may establish additional procedures in the Rules and Regulations.
4. **Challenge to Board's Decision.** If an Owner challenges any Board decision, including a decision to: (1) find that a violation has been committed, or (2) to assess a fine or prohibit the use of one or more Common Elements, the Owner may use the Dispute Resolution process in CC&Rs Section 16.11. International Dispute Resolution (IDR).
5. **Enforcement by Board.** The Board may determine whether to take enforcement action pursuant to [RCW 64.90.405\(7\) through \(9\)](#) and may delegate initial determinations to its Managing Agent, staff, and/or other representatives.
6. **Enforcement against Tenants.** If a Tenant of a Unit Owner violates the Governing Documents, enforcement is pursuant to [RCW 64.90.405\(5\) through \(6\)](#).
7. **Dispute Resolution; Policy.** The parties hope there will be no Disputes arising out of their relationship. To that end, each commits to cooperate in good faith and to deal fairly in performing its duties under this Declaration in order to accomplish its mutual objectives and avoid Disputes. All Owners have the right to initiate the Dispute Resolution process.
8. **Disputes Between Owners.** The Board has the discretion but not the obligation to initiate the Dispute Resolution process in response to a Dispute between or among Owners and/or Occupants. In deciding whether to do so, the Board shall consider whether it is in the best interests of the Association.
9. **Settlements.** Notwithstanding any other conditions of this Declaration, parties may agree to settle a dispute at any time.
10. **Emergency Enforcement Action Exception.** For violations of the Governing Documents that create safety hazards, affect the insurance coverage afforded to the Association, or otherwise constitute an emergency as defined by the Act, the parties may seek injunctive relief from the courts. Such actions may include the removal of Owners or Tenants, access to Units, the prohibition of specific activities, and restraining orders. If

the parties have agreed to binding arbitration, the arbitrator shall have final jurisdiction over any preliminary and/or temporary orders issued by the courts.

11. **Internal Dispute Resolution (IDR) Procedure.** Except as provided in Article 13 for collection of unpaid Assessments, or enforcement initiated under Subsection 16.2.1, any parties who believe they have a Dispute involving the Association, any Board member or Officer, Unit Owner, Residential User or an agent or employee of the above, shall first seek resolution of the Dispute through the following internal dispute resolution (IDR) procedure:

11.1. Notwithstanding any other conditions of this Declaration, the Association shall provide a fair, reasonable, and expeditious procedure to resolve disputes internally and shall not charge any fees or attempt to recover any costs thereof. Either party to a dispute within the scope of this article may invoke the following procedure:

- a) The initiating party (the "Complainant") may file a request to the other party (the "Respondent") to meet and confer in an effort to resolve the dispute. Such request shall:
 - (1) include a description of the action(s) taken in violation of the Act and/or the Governing Documents;
 - (2) the harm that resulted;
 - (3) a proposed solution that would resolve the concerns;
 - (4) be in the form of a record
 - (5) be transmitted by USPS mail and by email if the Respondent's electronic address is known to the Complainant.
- b) An Association Member or the Association may refuse a request to meet and confer. (Refusal by either party requires engagement in non-binding Mediation.)
- c) The Board shall designate up to two Board members to meet and confer.
- d) The parties shall meet promptly and in all cases within thirty (30) days at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person to prepare for and during such a conference at their own expense.
- e) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association. A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:
 - (1) The agreement is not in conflict with law or the Governing Documents of the Association.
 - (2) The agreement is either consistent with the authority granted by the Board to its designee or the agreement is ratified by the Board.

12. **Mediation.** The parties agree that they will engage in non-binding mediation to resolve any Dispute that was not otherwise resolved by the IDR procedure, and that mediation is

a condition precedent to the commencement of any form of binding dispute resolution and/or to a judicial proceeding.

- 12.1. If the IDR procedure described in this Article does not resolve the concerns, or if a Respondent does not engage within thirty (30) days, the Complainant may proceed to submit a request for Mediation to the Respondent within fourteen (14) days of the failed IDR procedure request pursuant to the requirements of subsection 11.1.b of the IDR process described herein and which shall also include a list of at least three mediators whom it believes to be neutral and qualified to mediate the dispute. The parties are encouraged to use a mediator from a Dispute Resolution Center such as the Northwest Dispute Resolution Center or from a mediation clinic at a law school in the state of Washington. Unless otherwise agreed upon by all parties, the Mediator shall be selected from among Washington Arbitration and Mediation Services panelists.
- 12.2. Requests for mediation may be made concurrently with a request for binding dispute resolution proceedings which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 12.3. Notwithstanding any other conditions of this Declaration except as mutually agreed by a written settlement or where there is a determination of abuse of and/or frivolous engagement in the dispute resolution process by a mediator, arbitrator or a court, the parties may be assisted by an attorney or another person to prepare and to explain their positions at their own expense, but shall otherwise share the costs of mediation equally, or with equal shares to each participating entity if there are more than two.
13. **Additional Remedies.** If a Dispute arises that cannot be resolved by Mediation, the parties may agree to resolve the Dispute by binding arbitration. If a Respondent refuses to participate in Mediation or otherwise fails to respond within thirty (30) days of the mediation date, the Complainant may submit a written demand for binding Arbitration or commence a judicial proceeding.
14. **Recovery of Expenses** Unless overturned by an arbitrator or a court, costs incurred by the Association in connection with an enforcement action shall be payable and collectible as any other Assessment, but late fees and interest shall not be tolled until the conclusion of any Dispute challenging the validity of such enforcement.

ARTICLE 17: NOTICE

1. **Notice.** Notice to the Association, Board, or any Owner or occupant of a Unit is subject to [RCW 64.90.515](#). Notice to the Association in an electronic transmission is effective

pursuant to [RCW 64.90.515](#) and only if the Association has designated in a record an address, location, or system to which the Notices may be electronically transmitted.

- 1.1. If a response to an electronic transmission to the Association or its Managing Agent is not received within five (5) business days, the Association's consent to receive Notice electronically shall be deemed to have been revoked as to that Notice, and the sender shall use Notice by Tangible Medium.
- 1.2. If the Act prescribes different or additional Notice requirements for particular circumstances, those requirements govern. Additional circumstances warranting specific forms of notice include, but are not limited to, emergency actions, meetings of members, meetings of the Board, elections, member voting without a meeting, changes to rules, fine and fee schedules, delinquencies, foreclosures, and situations as prescribed by the Governing Documents and the Act.

ARTICLE 18: MORTGAGEE PROTECTION

1. **Mortgagees include** institutional holders or insurers of mortgages.
2. Each Unit shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on their respective Unit, together with its percentage of undivided interest in the Common Elements and facilities. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except to the extent of their Unit and their respective Ownership in the Common Elements.
3. A Unit Owner may pledge or assign their voting rights to a mortgagee. Such a mortgagee, or its designated representative, shall be sent all Notices to which the Unit Owner is entitled hereunder and shall be entitled to exercise each Unit Owner's voting rights from and after the time that the mortgagee shall give written Notice of such pledge or assignment to the Association.
4. No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon mortgagees with respect to any unsatisfied mortgage duly recorded in the public records of the County, 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 Declaration or the Bylaws shall control over such other inconsistent provisions.
5. To facilitate the purchase of mortgages by the secondary mortgage market, including Fannie Mae, Freddie Mac and others, the Declaration contains the following special warranties:

- a) An Eligible Mortgagee is entitled to written notification of default by a Unit borrower of any obligation under the condominium constituent Documents which is not cured within 60 days;
- b) These Documents contain no provisions entitling the Association or other party to a right of first refusal;
- c) The holder of a mortgage or other purchaser of a Unit who obtains the right of possession of the Unit through foreclosure is subject to [RCW 64.90.485\(16\)](#) and as provided in the section titled Super Priority Lien.
- d) All Eligible Mortgagees must consent to termination of the condominium;
- e) All Eligible Mortgagees must consent to changing the allocated common interest of the Unit on which they have a secured interest;
- f) All Eligible Mortgagees must consent to partitioning, encumbering, selling or otherwise adversely affecting the rights of first mortgagees in the Declaration;
- g) All mortgagees shall have the right to examine books and records of the Association, under the same terms and conditions as any Owner;
- h) The Board of Directors shall notify any Eligible Mortgagee of any uninsured loss by casualty, or by condemnation, to any of the Common Elements or facilities in the amount of \$50,000 or more.

6. **Limitations on Mortgagee's rights.** No requirement for approval by mortgagees may operate to:

- a) Deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board;
- b) Prevent the Association or the Board from commencing, intervening in, or settling any litigation or proceeding; or
- c) Prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds except pursuant to the Act.

7. **Consent of Mortgagees.** With respect to any action requiring the consent of a specified number or percentage of mortgagees, the consent of only eligible mortgagees holding a first lien security interest need be obtained and the percentage must be based upon the votes attributable to Units with respect to which eligible mortgagees have an interest. A Mortgagee shall be deemed to have approved of an amendment to the Declaration or Bylaws, including an amendment which would result in the abandonment of Condominium status or of a material adverse nature to Mortgagee, when the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper Notice of the proposal, provided the Notice was delivered by certified or registered mail, with a "Return Receipt" requested.

8. **Abandonment of Condominium Status.** Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons must be approved by Mortgagees who represent a majority of the allocated interests of all the Units that are subject to Mortgages.

9. **Material Amendments.** The Association shall not make any amendments to the Declaration or Bylaws of a material adverse nature to Mortgagees without the prior approval of a majority of all Eligible Mortgagees.

ARTICLE 19: CONDEMNATION AND TERMINATION OF CONDOMINIUM

1. **Condemnation.** Condemnation of Units or Common Elements shall be pursuant to [RCW 64.90.030](#).
2. **Termination.** Except for a taking of all the Units by condemnation under [RCW 64.90.030](#), the Condominium may be terminated by agreement of Unit Owners of Units to which at least eighty percent of the votes in the Association are allocated. Termination shall be as provided for in [RCW 64.90.290](#) or [RCW 64.90.325](#).

ARTICLE 20: TORT AND CONTRACT LIABILITY

1. **Liability is governed** pursuant to [RCW 64.90.460](#) and other applicable portions of the Act.
2. **Liability for assessments** is governed by [RCW 64.90.485](#) and other applicable portions of the Act.

ARTICLE 21: INDEMNIFICATION AND LIMITATION OF LIABILITY

1. **Liability for Utility Failure, Leaks, etc.** Except to the extent covered by insurance obtained by the Association, or negligence on the part of the Association, neither the Association nor the Board shall be liable for: any failure of any utility or other service to be obtained and paid for by the Association; or for injury or damage to persons 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 place; for damage or injury alleged as a result of mold or other microorganisms; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Common Expense Assessments shall be claimed or allowed for any such utility failure or water leak, or for such injury or damage, or for such inconvenience or discomfort.

2. **Liability for Loss of Income.** Except to the extent covered by insurance obtained by the Association, or negligence on the part of the Association, the Association is not responsible for loss of use of a Unit, nor for loss of rental income for a Unit.
3. **Liability for Personal Property and Relocation.** Owners are responsible to relocate and store their personal property if required to allow for the repair, restoration or replacement due to any casualty event and for the repair, restoration or replacement of any common element and for any other work for which the Association is responsible. Except to the extent covered by insurance obtained by the Association, or negligence on the part of the Association, if a Unit must be vacated to allow for repair, restoration or replacement, the Owner is responsible for alternative housing accommodations for any occupants of the Unit. There shall be no contribution by the Association for any costs or inconvenience to occupants incurred as a result of the Association carrying out its obligations to maintain and repair the property.
4. **Liability for Safety and Security.** The Association is not responsible to provide for the safety or security of persons or property at the Condominium.
5. **No Personal Liability.** So long as a Board member, or Association committee member, or Association officer, or managing agent exercising the powers of the Board, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, then no such Person shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, that this section shall not apply where the consequence of such act, omission, error or negligence are covered by insurance obtained by the Association.
6. **Indemnification of Board Members.** Pursuant to [RCW 64.90.405\(n\)](#), each Board member or Association Committee member, or Association officer, or Managing Agent exercising the powers of the Board, shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having held such position, or any settlement thereof, whether or not they hold such position at the time such expenses or liabilities are incurred, except in such cases wherein such Person is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 22: MISCELLANEOUS

1. **Conveyances; Notice Required.** The right of an Owner to sell, transfer, or otherwise convey a Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or Board, or anyone acting on their behalf. An Owner intending to sell a Unit shall deliver a written Notice to the Association, at least

ten (10) business days before closing, specifying the Unit being sold; the names and addresses of the purchaser, the closing agent, and the title insurance company insuring the purchaser's interest; and the estimated closing date.

- 1.1. 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.

ARTICLE 23: AMENDMENT OF DECLARATION

1. **Amendment.** All amendments to this Declaration and challenges thereto shall be made pursuant to [RCW 64.90.285](#), except that this Declaration shall not be amended to alter the original value of the Property or the original value of any Unit stated herein and may not be amended so as to conflict with the provisions of the Act or in deprivation of any right or lien held or claimed by any holder of a recorded mortgage or underlying real estate contract.
2. **Recording.** An amendment is effective only upon recording with the County and as prescribed by the Act.
3. **Eligible Mortgagee Protection.** Provisions requiring the consent of a holder of a security interest in a Unit as a condition to the effectiveness of an amendment are limited pursuant to [RCW 64.90.285\(9\)](#).
4. **Corrections.** Upon thirty (30) days' advance Notice to Unit Owners, the Association may, upon a vote of two-thirds of the members of the Board, without a vote of the Unit Owners, adopt, execute, and record an amendment to the Declaration for the purpose of correcting or supplementing the Governing Documents to correct a mathematical mistake, an inconsistency, or a scrivener's error, or clarifying an ambiguity in the Governing Documents with respect to an objectively verifiable fact.

Attestation. The President and Secretary of the Association hereby attest that this amended and restated Declaration has been adopted by the Association in accordance with the amendment procedures in the Original Declaration.

By Bruce A. Hunt
BRUCE A. HUNT
President

By Joe Wittstock
JOE WITTSTOCK
Secretary

STATE OF WASHINGTON)
) ss.:
COUNTY OF SPOKANE)

On this 2nd day of December, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bruce Hunt to me known to be the President of Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

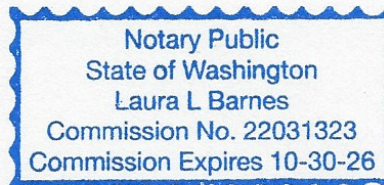
WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Laura Barnes Laura L Barnes
(Print name)

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

My commission expires: 10/30/26

STATE OF WASHINGTON)
) ss.:
COUNTY OF SPOKANE)



On this 20th day of November, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joe Wittstock to me known to be the Secretary of Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

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

Marcy Smith Marcy Smith
(Print name)
Notary Public in and for the State of Washington, residing at Spokane wa

My commission expires: 4/14/2026

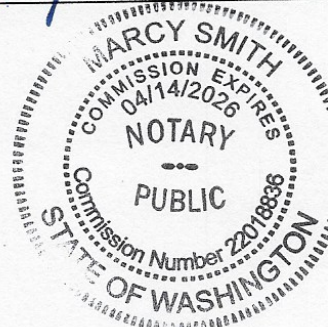


EXHIBIT "A" – LEGAL DESCRIPTION

That portion of the Northeast Quarter of the Southwest Quarter of Section 19, Township 25 North, Range 43 East of the Willamette Meridian, is described as follows:

BEGINNING at a point: 8 feet South and 106.35 feet West of the Southeast corner of Block "B" of the amended plat of Blocks "A" and "B" of SECOND ADDITION TO THE RAILROAD ADDITION, as per plat recorded in Volume "A" of Plats, page 10, records of Spokane County; Thence South parallel to the West line of Block 95 of SECOND ADDITION TO THE RAILROAD ADDITION, as per plat recorded in Volume "A" of Plats, pages 8 and 9, records of Spokane County, a distance, of 150 feet; Thence West 125 feet; Thence North parallel to the West line of said Block 95, a distance of 150 feet to a point 8 feet South of the South line of the aforesaid Block "B"; Thence East 125 feet to the Point of Beginning;

AND;

Lot "E" and the East 25 feet of Lot "D" and the West 50 feet of Lot "F", HILL PARK, as per plat recorded in Volume "D" of Plats, page 23, records of Spokane County;

AND;

That portion of the South Half of Section 19, Township 25: North,: Range East.: of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of Block 95 of SECOND ADDITION TO THE RAILROAD ADDITION, as per plat recorded in Volume "A" of Plats, page 8, records of Spokane County; Thence North 158 feet; Thence West 172.35 feet; Thence South 158 feet; Thence East 106.35 feet; Thence South 28.4 feet; Thence Easterly on a curve to the left to a point 33 feet West and 24.4 feet South of the Point of Beginning; Thence Easterly on a curve to the left to a point 7.45 feet South of the Point of Beginning; Thence North 17.45 feet to the Point of Beginning;

AND;

The East 106.35 feet of Lot "F", HILL PARK, as per plat recorded in Volume "D" of Plats, page 23, records of Spokane County;

AND;

That portion of Block "B", amended plat of Blocks "A" and "B" of SECOND ADDITION TO THE RAILROAD ADDITION, as per plat recorded in Volume "A" of Plats, page 10, records of Spokane County, described as follows:

BEGINNING at a point 106.35 feet West of the Southeast corner of said Block "B"; Thence North 141 feet to the South line of Sixth Avenue; Thence West along said South line 123.65 feet; Thence South 141 feet; Thence East to the Point of Beginning;

AND;

The following strip of land South of said Block "B", is described as follows:

BEGINNING at a point 106.35 feet West of the Southeast corner of said Block "B"; Thence South 8 feet; Thence West 123.65 feet; Thence North 8 feet; Thence East 123.65 feet to the Place of Beginning;

AND;

That portion of Block "B", amended plat of Blocks "A" and "B" of SECOND ADDITION TO THE RAILROAD ADDITION, as per plat recorded in Volume "A" of Plats, page 10, described as follows:

BEGINNING at the Southeast corner of said Block "B"; Thence North along the East line thereof 141 feet, more or less, to the South line of Sixth Avenue; Thence West 106.35 feet; Thence South 141 feet; Thence East to the Point of Beginning;

EXCEPT that parcel described as follows:

That portion of Block "B", amended plat of Blocks "A" and "B" of SECOND ADDITION TO THE RAILROAD ADDITION, as per plat recorded in Volume "A" of Plats, page 10, records of Spokane County; and part of the Northeast Quarter of the Southwest Quarter of Section 19, Township 25 North, Range 43 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the Southeast corner of said Block "B"; Thence North along the West right of way of Wall Street a distance of 141 feet to a point on the South right of way of Sixth Avenue; Thence South $89^{\circ}54'$ West along said South right of way a distance of 230 feet; Thence South a distance of 85.52 feet; Thence North $86^{\circ}30'05''$ East a distance of 49.65 feet; Thence South $67^{\circ}27'27''$ East a distance of 172.52 feet to a point which is 8 feet South of the South line of said Block "B"; Thence North $89^{\circ}54'$ East parallel to said South line a distance of 87.10 feet to the Southwest corner of Lot 1 in Block 95 of SECOND ADDITION TO THE RAILROAD ADDITION, as per plat recorded in Volume "A" of Plats page 8, records of Spokane County; Thence North along the West line of said Lot 1 a distance of 8 feet; Thence South $89^{\circ}54'$ West along the South line of said Block "B" a distance of Beginning;

Situated in the City of Spokane, County of Spokane, State of Washington.

EXHIBIT “B” – LIMITED COMMON ELEMENTS AND UNIT TYPES

1. **Recreational Facilities:** Swimming pool and deck; Recreation Room (Unit 108)

2. **Parking:** 88 covered parking spaces

3. **Description of Unit Types:**

- a. Unit Type: A (1 stack Fl. 3-7) - sq. ft. 1307.86 / Allocated Interest -1.6527123%
 - i. # Bathrooms: 1-3/4
 - ii. # Bedrooms: 2
 - iii. # Fireplaces: 0
 - iv. Type of Heat: Electric forced air
- b. Unit Type: B (8 stack Fl. 3-7) - sq. ft. 1540.58 / Allocated Interest-1.9467951%
 - i. # Bathrooms: 1-3/4
 - ii. # Bedrooms: 3
 - iii. # Fireplaces: 0
 - iv. Type of Heat: Electric forced air
- c. Unit Type: C (Floor 1) - sq. ft. 797.35 / Allocated Interest - 1.0075926%
 - i. # Bathrooms: 1-3/4
 - ii. # Bedrooms: 2
 - iii. # Fireplaces: 0
 - iv. Type of Heat: Electric forced air
- d. Unit Type: D (Floor 2) - sq. ft. 1161.35 / Allocated Interest - 1.467571%
 - i. # Bathrooms: 1-3/4
 - ii. # Bedrooms: 2
 - iii. # Fireplaces: 0
 - iv. Type of Heat: Electric forced air
- e. Unit Type: E (Floor 3-7) - sq. ft. 1314.31 / Allocated Interest - 1.660863%
 - i. # Bathrooms: 1-3/4
 - ii. # Bedrooms: 2
 - iii. # Fireplaces: 0
 - iv. Type of Heat: Electric forced air
- f. Unit Type: F (Floor 8) - sq. ft. 1314.31 / Allocated Interest - 1.660863%
 - i. # Bathrooms: 1-3/4
 - ii. # Bedrooms: 3
 - iii. # Fireplaces: 1
 - iv. Type of Heat: Natural Gas forced air

- g. Unit 107 - sq. ft. 442.50 / Allocated Interest - 0.5585451%
 - i. # Bathrooms: 1-3/4
 - ii. # Bedrooms: 2
 - iii. # Fireplaces: 0
 - iv. Type of Heat: Electric forced air
- h. Unit Type: H (Floor 8 - 808) - sq. ft. 1540.58 Allocated Interest - 1.9467951%
 - i. # Bathrooms: 1-3/4
 - ii. # Bedrooms: 3
 - iii. # Fireplaces: 1
 - iv. Type of Heat: Natural Gas forced air
- f. Unit Type: I (Floor 8 - 801) - sq. ft. 1307.86 Allocated Interest - 1.6527123%
 - i. # Bathrooms: 1-3/4
 - ii. # Bedrooms: 2
 - iii. # Fireplaces: 1
 - iv. Type of Heat: Natural Gas forced air

EXHIBIT “C” – ALLOCATED INTEREST, UNIT PARCEL, LCE PARKING, STORAGE

Unit #	Floor Location	Com. Elem. /Exp./ Vote%	Unit #	Approx. Square ft.	PARCEL NUM.	Parking Space #'s	Storage Unit
101	1st Floor	1.0002633%	101	791.55	35195.7001	89	G1, D6, #26
102	1st Floor	1.0075926%	102	797.35	35195.7002	86	G2 ,D5, #52
103	1st Floor	1.0075926%	103	797.35	35195.7003	56	G2, D6, #61
104	1st Floor	1.0075926%	104	797.35	35195.7004	57	G2, D4, #37
105	1st Floor	1.0075926%	105	797.35	35195.7005	34	G1, D4, #11
106	1st Floor	1.0075926%	106	797.35	35195.7006	49	G2, D6, #55
107	1st Floor	0.5585451%	107	442.50	35195.7007	76	G2, D3, #35
201	2nd Floor	1.4602416%	201	1155.55	35195.7008	90	G2, D5, #47
202	2nd Floor	1.467571%	202	1161.35	35195.7009	87	G2, D5, #53
203	2nd Floor	1.467571%	203	1161.35	35195.7010	22 / 45	G1, D5, #14
204	2nd Floor	1.467571%	204	1161.35	35195.7011	16	G1, D5, #20
205	2nd Floor	1.467571%	205	1161.35	35195.7012	75	G2, D6, #57
206	2nd Floor	1.467571%	206	1161.35	35195.7013	70	G2, D4, #38
207	2nd Floor	1.467571%	207	1161.35	35195.7014	58	G2, D6, #58
208	2nd Floor	1.7488149%	208	1383.91	35195.7015	50 / 51	G2, D6, #59
301	3rd Floor	1.6527123%	301	1307.86	35195.7016	88	G2, D3, #36
302	3rd Floor	1.660863%	302	1314.31	35195.7017	85	G1, D5, #19
303	3rd Floor	1.660863%	303	1314.31	35195.7018	33	G1, D5, #23
304	3rd Floor	1.660863%	304	1314.31	35195.7019	82	G2, D6, #62
305	3rd Floor	1.660863%	305	1314.31	35195.7020	55	G2, D3, #34
306	3rd Floor	1.660863%	306	1314.31	35195.7021	36	G1, D5, #22
307	3rd Floor	1.660863%	307	1314.31	35195.7022	38	G1, D6, #32
308	3rd Floor	1.9467951%	308	1540.58	35195.7023	10 / 13	G1, D3, #05

Unit #	Floor Location	Com. Elem. /Exp./ Vote%	Unit #	Approx. Square ft.	PARCEL NUM.	Parking Space #'s	Storage Unit
401	4th Floor	1.6527123%	401	1307.86	35195.7024	48	G2, D6, #56
402	4th Floor	1.660863%	402	1314.31	35195.7025	47	G2, D6, #54
403	4th Floor	1.660863%	403	1314.31	35195.7026	7	G1, D5, #17
404	4th Floor	1.660863%	404	1314.31	35195.7027	11 / 12	G1, D5 #18
405	4th Floor	1.660863%	405	1314.31	35195.7028	27	G1, D3, #04
406	4th Floor	1.660863%	406	1314.31	35195.7029	67	G2, D5, #51
407	4th Floor	1.660863%	407	1314.31	35195.7030	61	G2, D4, #39
408	4th Floor	1.9467951%	408	1540.58	35195.7031	20 / 68	G2, D6, #63
501	5th Floor	1.6527123%	501	1307.86	35195.7032	46	G1, D6, #31
502	5th Floor	1.660863%	502	1314.31	35195.7033	37 / 74	G2, D5, #46
503	5th Floor	1.660863%	503	1314.31	35195.7034	40	G1, D3, #03
504	5th Floor	1.660863%	504	1314.31	35195.7035	1 / 42	G1, D5, #12
505	5th Floor	1.660863%	505	1314.31	35195.7036	26 / 28	G1, D6, #29
506	5th Floor	1.660863%	506	1314.31	35195.7037	2	G1, D3, #02
507	5th Floor	1.660863%	507	1314.31	35195.7038	35	G1, D4, #08
508	5th Floor	1.9467951%	508	1540.58	35195.7039	62 / 63	G2, D5, #42
601	6th Floor	1.6527123%	601	1307.86	35195.7040	3	G1, D6, #27
602	6th Floor	1.660863%	602	1314.31	35195.7041	6	G1, D5, #13
603	6th Floor	1.660863%	603	1314.31	35195.7042	43 / 44	G1, D5, #24
604	6th Floor	1.660863%	604	1314.31	35195.7043	77 / 78	G2, D5, #50
605	6th Floor	1.660863%	605	1314.31	35195.7044	52 / 84	G2, D6, #60
606	6th Floor	1.660863%	606	1314.31	35195.7045	79 / 80	G2, D5, #45
607	6th Floor	1.660863%	607	1314.31	35195.7046	54	G2, D3, #33
608	6th Floor	1.9467951%	608	1540.58	35195.7047	59 / 60	G2, D5, #48
701	7th Floor	1.6527123%	701	1307.86	35195.7048	41	G1, D4, #10

Unit #	Floor Location	Com. Elem. /Exp./ Vote%	Unit #	Approx. Square ft.	PARCEL NUM.	Parking Space #'s	Storage Unit
702	7th Floor	1.660863%	702	1314.31	35195.7049	8 / 9	G1, D5, #21
703	7th Floor	1.660863%	703	1314.31	35195.7050	73	G2, D5, #44
704	7th Floor	1.660863%	704	1314.31	35195.7051	53 / 64	G2, D5, #43
705	7th Floor	1.660863%	705	1314.31	35195.7052	65	G2, D4, #40
706	7th Floor	1.660863%	706	1314.31	35195.7053	39	G1, D4, #09
707	7th Floor	1.660863%	707	1314.31	35195.7054	83	G2, D3, #32
708	7th Floor	1.9467951%	708	1540.58	35195.7055	17 / 18	G1, D5, #15
801	8th Floor	1.6527123%	801	1307.86	35195.7056	31 / 32	G1, D6, #28
802	8th Floor	1.660863%	802	1314.31	35195.7057	23 / 24	G1, D6, #25
803	8th Floor	1.660863%	803	1314.31	35195.7058	69 / 81	G2, D5, #41
804	8th Floor	1.660863%	804	1314.31	35195.7059	71 / 72	G2, D6, #49
805	8th Floor	1.660863%	805	1314.31	35195.7060	14 / 15	G1, D4, #07
806	8th Floor	1.660863%	806	1314.31	35195.7061	19 / 25	G1, D6, #30
807	8th Floor	1.660863%	807	1314.31	35195.7062	4 / 5	G1, D3, #06
808	8th Floor	1.9467951%	808	1540.58	35195.7063	29 / 30	G1, D5, #16
		99.99936630%					