

201906030524 CCOMITA 06/03/2019 01:51:39 PM AUDITOR, Pierce County, WASHINGTON

## After Recording Return to:

The Law Office of RICHARD L. HOEFEL, PLLC 7610 40th-Street:West, Suite 101 University Place, WA 98466

DOCUMENT TITL

**GRANTOR:** 

**GRANTEE:** 

LEGAL DESCRIPTION

(Abbreviated):

**FULL LEGAL DESCRIPTION** 

**ASSESSOR PARCEL NOS:** 

PROPERTY ADDRESSES:

**REFERENCE NUMBERS:** 

Amended and Restated Declaration of Williamswood Condominium Page - 0

AMENDED AND RESTATED DECLARATION OF WILLIAMSWOOD CONDOMINIUM ASSOCIATION

WłŁŻIAMSWOOD CONDOMINIUM ASSOCIATION

WILLIAMSWOOD CONDOMINIUM ASSOCIATION

SECTION 9 TOWNSHIP 20 NORTH RANGE 2 EAST (SE

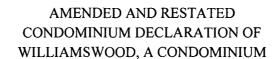
ATTACHED AS EXHIBIT "A" ON PAGE 22.

9000010010, 9000010020, 9000010030, 9000010040, 9000080010, 9000080020, 9000080030, 9000080040, 9000050010, 9000050020, 9000050030, 9000050040, 9000070010, 9000070020, 9000070030, 9000070040, 9000150010, 9000150020, 9000150030, 9000150040, 9000150050, 9000150060, 9000150070, 9000150080, 9000150090, 9000150100, 9000150110, 9000150120, 9000150130, 9000150140, 9000150150, 9000150160,

WILLIAMSWOOD CONDOMINIUM ASSOCIATION LOCATED AT 8801 – 27th STREET WEST, TACOMA, WA, CONSISTING OF UNIT\$ 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B.

8906200084; 910200179; 9001300146; 9008300294

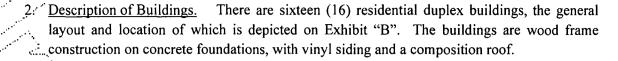
9012180389; 9108080424.



PREAMBLE. This Amended and Restated Condominium Declaration of Williamswood Condominium amends the initial Condominium Declaration recorded under Pierce County Auditor No. 8906200084 and First Amendment to the Condominium Declaration of Williamswood recorded under Pierce County Auditor No. 9012180389, Second Amendment to the Condominium Declaration of Williamswood recorded under Pierce County Auditor No. 9101290395 and Third Amendment to the Condominium Declaration of Williamswood recorded under Pierce County Auditor No. 9108080424 and further incorporates the original Survey Map and Plans, recorded under Pierce County Auditor No. 9008300295, as amended pursuant to the Phase II Certificate of Williamswood recorded under Pierce County Auditor No. 8910200179, the Phase III and Phase IV Certificates of Williamswood recorded under Pierce County Auditor No. 9001300146 and the Phase V Certificate of Williamswood recorded under Pierce County Auditor No. 9008300294. All five (5) phases of Williamswood Condominium are now completed.

This Amended and Restated Condominium Declaration of Williamswood Condominium a resolution duly adopted by the Board of Directors and confirmed by the Unit Owners of the Williamswood Condominium Association (the "Association"). Proper procedure, notice and approval by the Association Owners is hereby acknowledged by the undersigned representatives. This Amended and Restated Condominium Declaration of Williamswood Condominium incorporates the changes provided by the Fourth Amendment and addresses certain provisions of the Declaration deemed to be in the best interests of the Association and is provided in compliance with the revisions enacted by the Condominium Act, RCW 64.34 et seq., which was adopted following the formation of this Association. Except as expressly added, deleted or modified herein, all other provisions of the Declaration, as previously amended, shall remain in full force and effect and are incorporated herein by this reference; provided however, that in the event of a conflict between the provisions of this Amended and Restated Declaration and the Condominium Act (RCW 64.34 et seq.), as may be amended, then the provisions of the Condominium Act, shall control.

1. <u>Description of Land.</u> A parcel of land, located in Pierce County, Washington, shown on that certain Condominium Survey Map and Plans recorded under Pierce County Auditor's Fee No. 9008300295 (Phase I) No. 8910200179 (Phase II) No. 9001300146 (Phase III and Phase IV) and No. 9008300294 (Phase V). The legal description of the land is set forth on Exhibit "A", attached hereto and incorporated herein.



- 3. <u>Description of Units.</u> The individual Units types are described as follows, with the square footage and type of Unit designated for each Unit set forth on Exhibit "C":
  - (a) There are seven (7) Unit types, with the following particulars:

UNIT TYPE "AS" has two (2) bedrooms, a living room/dining room, two (2) baths, a kitchen, utility room and a two-car garage for a total of 1,720 square feet, of which 398 feet is the garage.

UNIT TYPE "A+" has three (3) bedrooms, a living room/dining room, two (2) baths, a kitchen, utility room and two-car garage for a total of 1,920 square feet, of which 420 feet is the garage.

UNIT TYPE "B" has two (2) bedrooms, a living room/dining room, one full bath and one three quarter bath, a kitchen, a den, a utility room and a two-car garage for a total of 1,716 square feet, of which 400 feet is the garage.

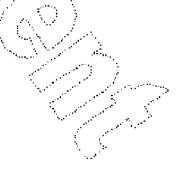
UNIT TYPE "B+" has two (2) bedrooms, a living room/dining room, a den, one (1) full bath, one three quarter bath, a utility room and a two-car garage for a total of 1,751 square feet, of which 400 is the garage).

UNIT TYPE "C" is a two-story Unit with three (3) bedrooms, a living room/dining room, three (3) full baths, a utility room and a two-car garage for a total of 2,397 square feet, of which 400 feet is the garage.

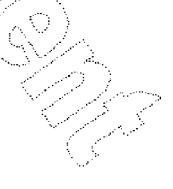
UNIT TYPE "C+" is a two-story Unit with three (3) bedrooms, a living room/dining room, 2.75 baths, a kitchen, a utility room, a finished attic and a two-car garage for a total of 2,644 square feet, of which 256 feet is in a finished attic and 412 feet is the garage.

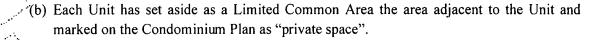
UNIT TYPE "D" has two (2) bedrooms, a living room/dining room, one (1) full bath and one three-quarter bath, a kitchen, a utility area and a two-car garage for a total of 1,670 square feet, of which 398 is the garage.

(b) The general location of the buildings and Units is depicted in a diagram format on Exhibit "B", attached hereto and incorporated herein by reference.



- (c) The specific location and description of the buildings and each Unit is fully described as shown on the initial Survey Map and Plans and on the amendments to the condominium upon completion of each Phase.
- (d) Each Unit has direct access to all the common area and a common area street and other facilities inasmuch as it opens directly to the outside. The common area street leads to a public street. Therefore, each Unit has direct access to a common area and common area street feading to a public street.
- (e) The boundaries of each Unit are the interior surfaces of the perimeter walls, floor, ceiling, windows and doors thereof and the Unit includes both the portions of the building so described and the air space so encompassed. In no event shall a Unit Owner be deemed to own pipes, wires, conduits, the attic crawl space, or other utilities lines or commonly used space running through his or her Unit which are utilized for, or serve more than one Unit. These shall be part of the common areas. In interpreting declarations, deeds and plans, the existing physical boundaries of the Units as originally constructed or as reconstructed in substantial accordance with the original survey map and plans, as amended, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, deed, or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown in the declaration, deeds or survey map and plans and those of Units in the buildings.
- 4. <u>Description of Common Areas and Facilities</u>. The common areas and facilities (referred to herein as "Common Areas") consist of the entire Property except for the Units as defined in 3(e) above and the limited common areas as described herein. The Common Areas include the Clubhouse. Each Unit has its percentage interest in such Common Area and its percentage obligation toward the cost of maintaining such areas. Such percentages are set forth on Paragraph 6 and as set forth on Exhibit "C".
- 5. <u>Description of Limited Common Area.</u> Certain portions of the Common Areas are reserved for the use of certain Units to the exclusion of the other Units and are designated in this Declaration as "Limited Common Areas". A description of the Limited Common Areas, stating to which Units their use is reserved, is as follows:
  - (a) Each Unit has set aside as a Limited Common Area, the fireplace in the Unit, any patio or deck located immediately adjacent to the Unit, any storage area located on any patio or deck, and the storage area above the garage.

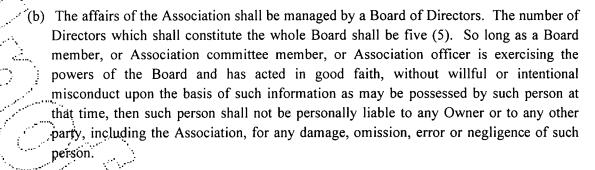




- (c) Stairways and entry ways are Limited Common Areas of the Units to which they lead.
- (d) Each Unit shall have set aside as a Limited Common Area the driveway leading to the garage for that Unit.
- (e) Each Unit shall have, as a Limited Common Area, an assigned mailbox in a group of mailboxes near the building. Designation of the mailboxes shall be made at the time of the initial sale of a Unit. The mail box assignments shall be permanent and may not be severed from the Units, but will be assigned and transferred with the Units and will follow any and all conveyances of a Unit as Limited Common Area of such Unit.
- (f) The Limited Common Area also includes the designated parking area adjacent to the Clubhouse which is intended for excess parking for Owners and guests of Owners and for the exclusive use of Owners for parking of recreational vehicles, including boats and trailers,
- 6. Values and Percentages. At the time of this Amended and Restated Condominium Declaration all Phases of the Association have been completed and the percentage Ownership allocated to each Unit is fixed at 3,125% of the total Ownership of the Association. This percentage allocation of Ownership interest shall be the applicable percentage to use in the allocation of all common area costs, expenses, dues, assessments and special assessments.

# 7. Association and Bylaws

(a) An Owner of a Unit shall automatically be a member of "Williamswood Condominium Association" (the "Association"), a Washington nonprofit corporation consisting of all the Unit Owners, and shall remain a member of the Association until such time as his or her Ownership ceases of any reason, at which time his or her membership in the Association shall automatically cease. Membership shall be appurtenant to and may not be separated from Ownership of each Unit. The Owners of Unites covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association. The Articles of Incorporation and Bylaws effective as of the date of this Declaration are hereby adopted as the Articles of Incorporation and Bylaws may be amended as therein provided.

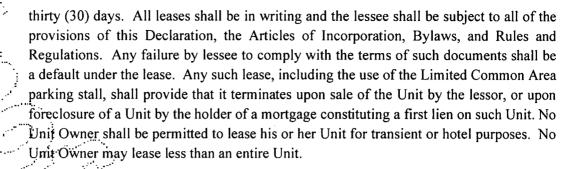


- Each Board member or Association committee member, or Association officer shall be indemnified by the Owners, against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party, or in which he or she may become involved by reason of being or having held such position or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance of malfeasance in the performance of his or her duties.
- 8. <u>Voting.</u> The Owners of each Unit shall have one (1) vote for each Unit owned. If there are multiple Owners of a Unit then the Owners of that Unit shall select only one person to vote on behalf of that Unit. If an Owner owns more than one Unit, that Owner or the designated person voting on behalf of the Unit shall have the same number of votes as the number of Units owned.

# 9. Restrictions on Use of Property

- (a) Residential Use; Rules. The buildings described in Paragraph 2 and the Units, are intended only for residential purposes and their use is so restricted. No Unit Owner is authorized and may not conduct any business operation within his or her Unit, nor provide for the use or sale of goods or services within any Unit. In addition, the Board of Directors of the Association may, from time to time, by a vote of a majority of its members, make, alter, or repeal rules and regulations covering details of the operation and use of the Property, reserving to the Unit Owners the right to change or repeal such rules and regulations upon the approval of fifty one percent (51%) of the total voting percentage of the Association. No such rule or regulation shall change the requirement that the Units and Property be used only for residential purposes.
- (b) Leases. With the exception of a lender in possession of a condominium Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, Unit Owners are prohibited from leasing their Units for less than



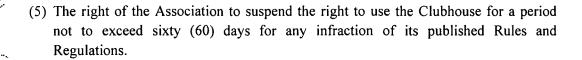


- (c) Management. The Board of Directors of the Association shall have the authority to enter into a contract for professional management of the condominium. If they enter into such a contract, the maximum term shall not exceed one (1) year, and the contract shall be terminable without cause or payment of a termination fee on thirty (30) days written notice.
- (d) Signs. All signs shall be subject to regulation by the Board of Directors

#### 10. Easements

- (a) Each Unit Owner shall have a nonexclusive easement for, and may use the Common Areas (except Limited Common Areas) in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful right of other Unit Owners. Without limitation of the foregoing, each Unit Owner shall have a right of ingress to and egress from his Unit over and across the private street portion of the Common Area as shown on the Condominium Plan and on those lawns and private sidewalks which are part of the Common Area......
- (b) The easement described above shall be appurtenant to and shall pass with the title to each Unit, subject to the following:
  - (1) The right of the Association to assess and collect dues and assessments as defined in paragraph 12.
  - (2) The right of the Association to have reasonable entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the project.
  - (3) The right of the Association to grant permits, licenses and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.
  - (4) The right of the Association to suspend the right of use of the Clubhouse as provided for in Paragraph 12 of this Declaration.

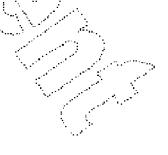


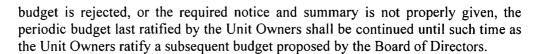


- (c) In the event any portion of the Common Area encroaches upon any Unit or any Unit encroaches upon the Common Area or another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.
- (d) The Owners, lessees, as well as guests and invitees of the Unit Owners shall have the right to use the recreational facilities and other Common Areas located, provided that the Owners remain current on Association dues and assessments and otherwise provide payment for such common use, in accordance with the Declaration of Covenants, Conditions and Restrictions and comply with the Association Rules and Regulations, as amended.
- 11. Service of Process. The name and address of the person to receive service of process in the cases provided for in the Act is the "Registered Agent" and the "Registered Address" for the Association shall be that person or entity designated as such and at such address as shall be filed with the Secretary of State.

#### 12. Assessments

- (a) Assessments for Common Expenses. The Board of Directors shall from time to time and at least annually, prepare a budget for the Association, determine the amounts necessary to meet the common expenses of the Association and allocate and assess such common expenses among Unit Owners according to their respective percentages of undivided interest in the Common Areas. The common expenses shall include:
  - (1) All common expenses defined in the Act.
  - (2) All such other amounts as the Board of Directors may deem necessary or advisable for the lawful exercise of its powers and duties.
  - (3) The assessments for each year shall be set forth and included in the budget adopted by the Board. In all cases, the Board shall set a date for a meeting of the Unit Owners (at either a special or annual meeting) to consider ratification of the budget (including assessments) in the manner set forth in this Declaration and shall provide a written summary of the proposed budget to each Unit Owner along with the notice of said meeting. Unless at such meeting, the Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget shall be deemed ratified whether or not a quorum is present at the meeting. In the event the proposed

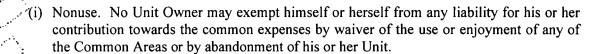




- (b) Reserve Account. To the extent that the Association is deemed to have significant assets and provided there will be no unreasonable hardship in doing so, the Association shall prepare and then annually update a reserve study, which shall initially be based upon a visual site inspection conducted by a reserve study professional, likewise followed by a visual site inspection at least once every three years. To the extent that the Association establishes and/or maintains a reserve account for the maintenance, repair and/or replacement of the Common Areas, any improvements and/or community facilities thereon by allocation and payment to such reserve fund of an amount to be designated from time to time by the Association as a common expense, then the content of the reserve study shall be in accordance with the requirements of RCW 64.34.382. Such fund shall be designated in the name of the Association, administered by the Board of Directors and deposited with a financial banking institution, the accounts of which are insured by the State or by an agency of the United States of America. The reserve account shall be expended only for the purpose of effecting repair, maintenance, or replacement of the Common Areas, improvements and community facilities and equipment used within the same. The Association may establish such other reserves for such other purposes as may from time to time be considered necessary or appropriate. The proportional interest of any Owner in any such reserve account shall be considered an appurtenance of that Owner's Unit and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with such Unit.
- (c) Payment of Assessments; Personal Obligation. Assessments are payable monthly in advance or at such other time or times as the Board of Directors shall determine. Each assessment, in addition to constituting a lien as provided for in the Act and this Declaration, shall also be, together with interest, costs and reasonable attorney's fees as hereinafter provided, the personal obligation of the person who was the Owner of the Unit against which the assessment is made at the time the assessment fell due.
- (d) Collection of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Board of Directors may initiate an action to enforce payment of any delinquent assessment and in such event the Owner liable therefore shall pay all of the costs and expenses incurred incident thereto, including a reasonable sum as attorney's fees, all of which shall be secured by the lien provided for in the Act and herein. In addition thereto, the Board of Directors may enforce collection of delinquent assessments in any one or more of the following methods:
  - On ten (10) days prior notice to the Owner, the Association may suspend the Owner's right of use of the Clubhouse for any period during which any assessment against his or her Unit remains unpaid.
  - (2) An action may be commenced to foreclose the lien for assessments.

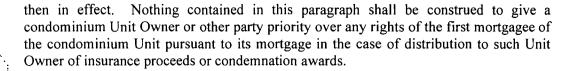


- (e) Liens and Foreclosure. All sums assessed by the Association of Unit Owners, but unpaid, for the share of the common expenses chargeable to any Unit, together with interest, costs and reasonable attorney's fees, shall constitute a lien on such Unit prior to all other liens except only (i) tax liens on the Unit in favor of any assessing Unit and/or special district, and (ii) all sums unpaid on all mortgages of record against the Unit. Such lien may be foreclosed by suit by the Association, in like manner as a mortgage of real property. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same; however, the provisions of this Paragraph shall be enforceable only if the Association obtains the approval of the first mortgagee, if any of the Owner that is in default. The Board of Directors, acting on behalf of the Association, shall have the power to "bid in" the Unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment, the period of redemption shall be minimum as established by law, after the sale. Suit to recover any judgment for any unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. A lien arising under this section may also be enforced non-judicially in the manner set forth in Chapter 61.24 RCW for non-judicial foreclosure of a deed of trust. Nothing in this Paragraph shall be construed to restrict or prohibit the Association from pursuing other legal recourse, including personal suit and obtaining a judgment against the defaulting. Unit Owner.
- (f) Liability of Mortgagee or Purchaser. Any purchaser of a Unit at or following a foreclosure of said Unit Ownership shall be liable for all unpaid assessments due on said Unit prior to the foreclosure and with regard to a mortgagee the liability for payment of unpaid assessments shall be for a period of six (6) months prior to foreclosure.
- (g) Conveyance; Liability of Grantor and Grantee for Unpaid Common Expenses. In a voluntary conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Any such grantee shall be entitled to a statement from the Board of Directors setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.
- (h) Capital Improvement. Anything in this Declaration to the contrary notwithstanding, the Board of Directors shall not make capital improvements to the Property having a cost of more than Ten Thousand Dollars (\$10,000) in the aggregate during any calendar year, other than for repairing or restoring the Property as may be provided for in this Declaration or the Bylaws, without the prior approval of Owners holding fifty one percent (51%) of the total voting power in the Association.



## 13. Damage or Destruction

- (a) In the event of damage or destruction to all or part of the Property, the Board of Directors shall act as representative of the Owners and mortgagees in any proceeding, negotiations or settlements. Each Owner appoints the Board as its attorney in fact for this purpose. The insurance proceeds shall be paid to the Board for the benefit of the Owners and mortgagees, and shall be used and distributed as set forth below. If sufficient, the proceeds shall be applied to repair, reconstruct or rebuild the Property in accordance with the original plans. Such repair, reconstruction or rebuilding shall be arranged for promptly by the Board of Directors.
- (b) If the insurance proceeds are insufficient and the cost to repair, replace or reconstruct in accordance with the original Condominium Plan will not exceed such insurance proceeds by more than Ten Thousand Dollars (\$10,000), the Board shall be authorized to make such repairs; apply the insurance proceeds assess the members for the cost of such repairs in excess of the insurance. The board shall promptly arrange for such repair, reconstruction or rebuilding without a vote of the Unit Owners. In any case, however, use of hazard insurance proceeds for other than repair, replacement or reconstruction in accordance with the original Condominium Plan shall not be permitted without the prior written approval of holders of at least sixty seven percent (67%) of the first mortgages (based on one (1) vote for each first mortgage owned) or Owners (if there is no first mortgage on their Unit) of the individual Units.
- (c) If the insurance proceeds are insufficient and the cost to repair will exceed such insurance proceeds by more than Ten Thousand Dollars (\$10,000), the Board shall promptly, but in no event later than ninety (90) days after the date of damage or destruction, give notice to and conduct a special meeting of the Unit Owners to review the proposed repairs, replacement and reconstruction as well as the projected cost of such repairs, replacement or reconstruction. The Unit Owners shall be deemed to have approved the proposed repairs, replacement and reconstruction as proposed by the Board at that meeting unless the Unit Owners decide, by an affirmative vote of fifty one percent (51%) of the total voting power, to repair replace or reconstruct the premises in accordance with the original Condominium Plan in a different manner than proposed by the Board. In any case, however, use of hazard insurance proceeds for other than repair, replacement or reconstruction of the Property in accordance with the original Condominium Plan shall not be permitted without the prior written approval of at least sixty seven percent (67%) of the first mortgagees (based on one (1) vote for each first mortgage owned) or Owners (if there is no first mortgage on their Unit) of the individual Units.
- (d) In the event of any damage or destruction to all or any part of the Property, a decision by the Unit Owners to do other than repair, reconstruct, or rebuild in accordance with the original plan shall be made in accordance with those requirements of the Act which are

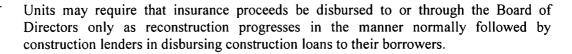


(e) Notwithstanding anything in this Paragraph 13 to the contrary, any Owner of a Unit which has been damaged or destroyed shall have the right to repair, reconstruct, or rebuild his or her Unit, together with that portion of the Common Area immediately surrounding his or her Unit, without a vote of the Association, so long as he or she obtains the written consent of the Board of Directors within ninety (90) days from the date of damage or destruction and causes the work to be performed in a manner satisfactory to the Board. Such consent shall not be unreasonably withheld; however, the Owner must make arrangements, satisfactory to the Board of Directors, for payment by the Owner of that portion of the costs or repair, reconstruction or rebuilding not covered by insurance proceeds, which insurance proceeds shall be make available for the work if consent is given by the Board.

# 14. Insurance

- (a) General Requirement for Property Insurance. The Board of Directors shall be required to obtain and maintain, paying the premiums as a common expense, a "master" or "blanket" type of property insurance policy. The master policy shall cover all of the Common Areas and any fixtures within the Units, together with such equipment and other Property within the Units as is customarily covered by mortgage instruments. All property covered by the policy shall be insured in an amount equal to one hundred percent (100%) of current replacement cost. The blanket policy shall contain a standard mortgagee clause in favor of each mortgagee of a Unit, which clause shall provide that the loss, if any thereunder shall be payable to such mortgagee as its interest may appear, subject, however to the loss payments provisions in favor of the Association.
- (b) Perils Covered by Property Insurance. The property insurance policy shall afford, at a minimum, protection against the following:
  - (1) Loss or damage by fire and other perils covered by the standard extended coverage endorsement.
  - (2) All other perils which are customarily covered in projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement where that is available.
- (c) The master policy shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors, as Trustees, for the purpose of repairing or rebuilding the damaged or destroyed property in conformance with the original plans and specifications. The insurance proceeds not used for the purposed of repairing or rebuilding the Property shall be paid to the Unit Owners and mortgagees as their interests may appear. However, any mortgagee of any of the





- (d) All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction or pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior notice to all mortgagees of Units. Each Unit Owner and mortgagee shall be furnished with a copy of the master policy.
- (e) Liability Insurance. The Board of Directors shall be required to obtain and maintain, paying the premiums as common expenses, comprehensive general liability insurance covering all the Common Areas. Said insurance shall be not less than One Million Dollars (\$1,000,000.00) for each single accident or occurrence and shall cover bodily injury, deaths of persons, and property damage, including water damage. The liability insurance policy shall cover each member of the Board of Directors, and each Unit Owner, with cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.
- (f) Fidelity Bonds. The Board of Directors shall maintain blanket fidelity bonds for all officers, directors, trustees, management agents, employees of the Association, and all other persons handling or responsible for funds of or administered by the Association.
- (g) Compliance with Federal Mortgage Agency Requirements. Notwithstanding the foregoing, or any other provisions containing in this Declaration, the Board of Directors shall continuously maintain in effect such casualty, flood and liability insurance and fidelity bonds meeting the insurance and fidelity bond requirements for condominium projects established by the Veteran's. Administration, the Federal National Mortgage Association, the Government National Mortgage Association, and the Federal Home Loan Mortgage Corporation, so long as any of said organizations is a mortgagee or Owner of a condominium within the project, except to the extent such coverage is not available or has been waived in writing by the said organization.
- (h) Additional Insurance. Unit Owners may additionally carry insurance for their own benefit insuring their carpeting, wallcoverings, fixtures, furniture, furnishings and other personal property. All such policies shall contain waivers of subrogation and the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance earlied by any Unit Owner.
- 15. <u>Subdividing and/or Combining.</u> A Unit or Units, Common Areas, or Limited Common Areas, may be subdivided and/or combined only by amendment of this Declaration and the Condominium Plan. In addition, the partition or subdivision of a Unit requires the express written consent of the Owner and mortgagee of that Unit, or if Common or Limited Common Areas, seventy five percent (75%) of the effected first mortgagees.



- 16: Maintenance and Repair. Except with regard to maintenance, repairs and/or replacement of a Unit, portion of said Unit and/or to the limited common element of said Unit caused by or resulting from the prior design and/or construction of the buildings and/or property and so long as not caused or enhanced by the acts or actions of an individual Owner, each Owner, at his or her own expense, shall perform promptly all cleaning, maintenance, repair and replacement work:
  - (a) Within his or her own Unit, which, if omitted, would affect the Common Area.
  - (b) On both the interior and exterior of all doors, windows, and screens bounding his or her Unit.
  - (e) Within any Limited Common Area deck and the Limited Common Area fireplace assigned to the Unit and the flue serving that fireplace.
  - (d) On the landscaping and/or fencing/trellis on or around the "private space" yard area assigned to the Unit.

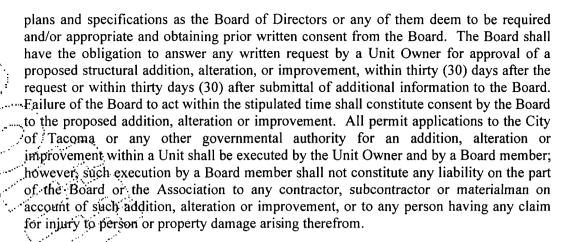
All other maintenance and repairs are to be performed by the Association. The cost thereof is to be a common expense of all the Unit Owners. To the extent that certain maintenance, repairs and/or replacement to a Unit, portion of said Unit and/or limited common element of said Unit may be caused by or result from the prior design and/or construction of the buildings and/or property and is not caused or enhanced by the acts or actions of an individual Owner, the damaged Unit, portion of said Unit and/or limited common element of said Unit shall be maintained, repaired and/or replaced with a like-kind improvement of reasonably same quality; but without regard to age, condition and/or depreciation of the prior improvement, provided further however that, a Unit Owner may upgrade or enhance the quality of the required improvement intended to be made by the Association upon arranging for payment directly to the vendor, or by providing payment to the Association for the cost of that portion of the improvement associated with the increased upgrade and/or enhancement. In the event an Owner fails or refuses to perform the cleaning, maintenance, repair and replacement work required by him or her under the provisions of this paragraph, then the Association may perform such work and the cost thereof shall be the personal obligation of the Owner of the Unit and shall constitute a lien upon the Unit and its interest in the Common Areas and may be foreclosed in the same manner as a lien for assessments on common expenses.

The Association shall have the irrevocable right, to be exercised by the Board of Directors and its agents, to have access to each Unit and Limited Common Area from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common Areas therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units, or to do any cleaning, maintenance, repair and replacement work which the Owner is required to do by has failed or refused to do.

#### 17. Additions, Alterations, or Improvements by Unit Owners

(a) Unit. No Unit Owner shall make any structural addition, alteration, or improvement in or to his or her Unit, without first submitting a written request for such work, including all

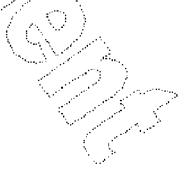


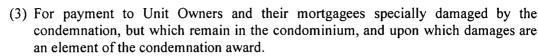


(b) Limited Common Area Yard. Each Owner shall have the right to fence and landscape the Limited Common Area yard appurtenant to his or her Unit; provided, however, that the landscaping design, materials and colors of any fence shall be subject to the prior written approval and additional requirements of the Board of Directors.

#### 18. Condemnation

- (a) If the Property is partially or completely condemned, the Board of Directors shall act as the representative of the Owners and mortgagees in any proceedings, negotiations or settlements. Each Owner appoints the board as its attorney in fact for this purpose. Any proceeds shall be paid to the Association for the benefit of the Owners and/or mortgagees and shall be used and distributed as set forth below.
- (b) In the event of partial condemnation which does not result in any Unit becoming unlivable, the proceeds shall be used:
  - (1) To restore the remaining Common Area.
  - (2) For payment to Unit Owners and/or their mortgagees specially damaged by the condemnation, which damage was an element of the condemnation award.
  - (3) The balance shall be distributed pro rata among the Unit Owners and their mortgagees in proportion to their percentage interest in the Common Area.
- (c) In the event of partial condemnation which does result in some but not all of the Units becoming unlivable, the condominium documents shall be amended to reflect any required elimination of Units, and the condemnation proceeds shall be used:
  - (1) For payment to Unit Owners and their mortgagees eliminated in the revised documents, to the extent value of the entire Unit was an element of the condemnation award.
  - (2) To restoration of the remaining Common Area.

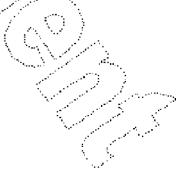




- (4) The balance shall be distributed pro rata to the remaining Unit Owners and their mortgagees in proportion to their percentage interest in the Common Area.
- (d) In the event that the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium award and/or valuation shall be apportioned among the Owners in proportionate to the respective undivided interest in the Common Area. The Board shall as soon as practicable determine the share of the condemnation award to which each Owner is entitled after first taking into account and paying each Owner's respective share of any mortgage and all other liens on said Unit, with the balance remaining to be distributed to said Owner respectively.

## 19. Mortgagee's Protection

- (a) As used in this Declaration: (i) "mortgage" includes any deed of trust or other security instrument; (ii) "mortgagee" includes the beneficiary of a deed of trust, a secured party, or other holder of a security interest; (iii) "foreclosure" includes a notice and sale proceeding pursuant to a deed of trust or sale on default under a security agreement; and (iv) "institutional holder" means a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company or any federal or state agency.
- (b) Section 19 (b)(1) through (b)(15) of the Declaration regarding "Mortgagee Protection" is hereby amended to retain the enumerated provisions constituting a "material change" requiring approval of seventy five percent (75%) of the mortgagees. However, only Eligible Mortgagees shall be included in the percentage required. An "Eligible Mortgagee" means the holder of a mortgage on a Unit who has filed with the Secretary of the Association a written request that the holder be given copies of notices of any action by the Association that requires the consent of mortgagees. This paragraph is further amended to eliminate the following numbered provisions from consideration as a "material change" as was set forth in the initial Declaration:
  - 2. Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), modification of assessment lien rights, or the priority of such liens:
  - 3. Elimination of reserves for maintenance, repair and replacement of the common elements (governed by the Condominium Act as set forth above);
  - 4. Responsibility for maintenance and repairs;
  - 5. Reallocation of interests in the Common or Limited Elements or Facilities, or rights to their use, except as otherwise provided in this Declaration;
  - 6. Convertibility of Units into Common Elements or Facilities, or of Common Elements or Facilities into Units;



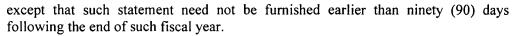


- 7. Expansion or contraction of the condominium or the addition, annexation or withdrawal of property to or from the condominium except as provided in this Declaration:
- 8. Hazard or fidelity insurance requirements,
- 9. Insurance or fidelity bonds;
- 10. The leasing of Units;
- 12. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;
- 13. Restoration or repair of the condominium (after a hazard damage or partial condemnation) in a manner other than specified in this Declaration or Bylaws;

Furthermore, no amendment of this Declaration shall be effective to modify, change, limit, or alter the rights expressly conferred upon mortgagees in this instrument with respect to any unsatisfied mortgage duly recorded unless the amendment shall first be consented to, in writing by the holder of such mortgage. Any provision of this Declaration conferring rights upon a mortgagee which is inconsistent with any other provision of this Declaration or the Bylaws shall control over such other inconsistent provision.

- (c) Upon written request to the Association, the holder or insurer of a first mortgage on a Unit shall be entitled to timely written notice of:
  - (1) Any significant damage or destruction to the Common Areas or to the Unit to which the mortgage pertains: For purposes of this subparagraph, the term "significant damage or destruction" shall mean damage having a cost to repair of Five Thousand Dollars (\$5,000.00) or more to the mortgaged Unit or Ten Thousand Dollars (\$10,000.00) or more to the Common Area.
  - (2) Any condemnation or eminent domain proceeding affecting the condominium regime or any portion thereof.
  - (3) Any default under this Declaration or the Articles of Incorporation and Bylaws which gives rise to a cause of action against the Owner of a Unit subject to the mortgage of such holder or insurer, where the default has not been cured in thirty (30) days.
  - (4) Any proposed termination of the condominium or association.
  - (5) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
  - (6) Any proposed amendment of the condominium instruments affecting a change in: (i) the boundaries of any Unit; (ii) the undivided interest in the Common Areas pertaining to any Unit or the liability for common expenses pertaining thereto; (iii) the number of votes in the Association pertaining to any Unit; or (iv) the purposes to which any Unit or the Common Areas are restricted.
- (d) The holder or insurer of a first mortgage on a Unit shall be entitled, upon request, to:
  - (1) Inspect the books and records of the Association during normal business hours.
  - (2) Require the preparation of and, if preparation is required, receive an annual audited financial statement of the Association for the immediately preceding fiscal year,





- (3) Receive written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings.
- 20. Survey Map and Plans. Upon recording of the original Declaration and each amendment thereto, the Association has likewise caused to be recorded a Survey Map and Plans consistent therewith, jointly styled as "Williamswood, a Condominium" and containing all information required by the Condominium Act.
- 21. Units Subject to Declaration, Articles of Incorporation, Bylaws and Rules and Regulations. All present and future Owners or occupants of Units shall be subject to and shall comply with the provisions of this Declaration, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, as they may be amended from time to time, are accepted and ratified by such Owner or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. Failure of an Owner or the Association to comply with this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulation, or decisions made by the Association under authority granted in those documents shall be grounds for an action to recover sums due, for damages and/or other relief. Such an action may be maintained by the Association or by an aggrieved Unit Owner. The prevailing party in any such action shall recover reasonable attorney fees, applicable costs and witness fees incurred, whether or not suit is filed.
- 22. Availability of Documents: Financial Statements: During normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, prospective purchasers and holder, insurers or guarantors of any first mortgage, current copies of the Declaration, Articles of Incorporation, Bylaws, the most recent financial statements, and all Rules and Regulations governing the operation of the condominium regime. Any Owner, holder, insurer or guarantor shall, upon written request and without charge, be entitled to an audited financial statement for the preceding year. The statement shall be furnished within a reasonable time following the request:
- 23. Free Transferability. Neither this Declaration, nor the Articles of Incorporation, Bylaws or Rules and Regulations of the Association shall contain the right of first refusal or similar restriction on the sale, transfer or conveyance of any Unit or any restriction on the right of an Owner to mortgage his or her Unit. It is hereby affirmatively provided that any Unit Owner may transfer his or her Unit free of any such restriction.
- 24. <u>Amendments.</u> Except as otherwise provided in this Declaration or the Condominium Act, this Declaration and the Survey Map and Plans may be amended only by express agreement from sixty seven percent (67%) of the Unit Owners.



Miscellaneous. The term "Unit Owner" shall have the same meaning as that set forth in the Condominium Act and a person purchasing a Unit under a real estate contract shall also be deemed to be a "Unit Owner".

IN WITNESS WHEREOF, the following authorized representatives of the Board of Directors for the Condominium Association have witnessed and approve the Amended and Restated Declaration and direct that the same be immediately recorded with the Pierce County Auditor.

**BOARD MEMBER** 

Williams

Amended and Restated Declaration of Williamswood Condominium

Page - 18

and the second s		
STATE OF WASHINGTON	)	
	)	SS
COUNTY OF PIERCE	)	

On this 30 day of May, 2019, before me, the undersigned Notary Public, personally appeared Carolyn Else; to me known to be one of the Board of Directors of Williamswood Condominium Association, the legal entity described herein and acknowledged signing the within and foregoing instrument with authority to act on behalf of said entity, executing the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, affixed the day and year first above written.



SS

NOTARY PUBLIC; State of Washington,

Residing at: TAW

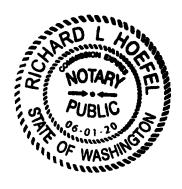
My commission expires: 6/1/2020
Name Printed: Course L. HOEF

STATE OF WASHINGTON

**COUNTY OF PIERCE** 

On this 4 day of May, 2019, before me, the undersigned Notary Public, personally appeared James Williams to me known to be one of the Board of Directors of Williamswood Condominium Association, the legal entity described herein and acknowledged signing the within and foregoing instrument with authority to act on behalf of said entity, executing the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, affixed the day and year first above written.



NOTARY PUBLIC; State of Washington,

Residing at:

My commission expires: 6(1/20)

Name Printed: Picarae L. Ho

STATE OF WASHINGTON )

(COUNTY OF PIERCE )

On this 21 day of May, 2019, before me, the undersigned Notary Public, personally appeared Peter Langdon, to me known to be one of the Board of Directors of Williamswood Condominium Association, the legal entity described herein and acknowledged signing the within and foregoing instrument with authority to act on behalf of said entity, executing the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, affixed the day and year first above written.



NOTARY PUBLIC; State of Washington,

Residing at: \_\_

My commission expires: 6(1/2020

Name Printed: LICHAROL. HOEFE

STATE OF WASHINGTON

**COUNTY OF PIERCE** 

On this 4st day of May, 2019, before me, the undersigned Notary Public, personally appeared Susan Fish, to me known to be one of the Board of Directors of Williamswood Condominium Association, the legal entity described herein and acknowledged signing the within and foregoing instrument with authority to act on behalf of said entity, executing the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, affixed the day and year first above written.



NOTARY PUBLIC; State of Washington,

Residing at: TACOMA

My commission expires: 6/1/2

Name Printed:

LICHARO C.



BEGINNING AT THE SE CORNER OF LOT 3 OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 2 EAST, THENCE NORTH ON THE EAST LINE OF SAID LOT 3, 466.7 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, 466.7 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 3, 466.7 FEET TO SOUTH LINE; THENCE EAST ON SAID SOUTH LINE 466.7 FEET TO P.O.B.; EXCEPTING THE SOUTH 30 FEET FOR ROADS.

SITUATED IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

9000010030, TAX PARCELS NOS. 9000010010, 9000010020, 9000010040, 9000080010, 9000080020, 9000080030, 9000080040, 9000050010, 9000050020, 9000050030, 9000050040, 9000070010, 9000150010, 9000150020; 9000150030, 9000070020. 9000070030, 9000070040, 9000150040, 9000150050, 9000150060, 9000150070, 9000150080, 9000150090, 9000150100, 9000150110, 9000150120, 9000150130, 9000150140, 9000150150, 9000150160.

# EXHIBIT B DIAGRAM OF CONDOMINIUM

# Auditor's notation to facilitate scanning process

# EXHIBIT C SCHEDULE OF UNIT OWNERSHIP AND DIMENSIONS

Unit		Square Feet		e Feet	TT . 1' .' 1 . 1
Number	Address	Unit Type	Unit*	Garage*	Undivided Common Ownership Interest
1A	8801 = 27th STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-)	3.125%
1B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	A+	1,470 (+/-)	450 (+/-)	3.125%
2A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	В	1,342 (+/-)	400 (+/-)	3.125%
2B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	<b>B</b>	1,342 (+/-)	400 (+/-)	3.125%
3A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	· · · · · · ·	1,272 (+/-)	398 (+/-)	3.125%
3B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	0	1,272 (+/-)	398 (+/-)	3.125%
4A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-)	3.125%
4B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	A+	1,470 (+/-)	450 (+/-)	3.125%
5A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-)	3.125%
5B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	A+	1,470 (+/-)	450 (+/,-)	3.125%



6A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-)	3.125%
6B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-)	3.125%
7A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	D	1,976 (+/-)	412 (+/-)	3.125%
7B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	D	1,976 (+/-)	412 (+/-)	3.125%
8A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-)	3.125%
8B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-)	3.125%
9A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	A+	1,470 (+/-)	450 (+/-)	3.125%
9B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	A+	1,470 (+/-)	450 (+/-)	3.125%
10A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	E	1,997 (+/-)	400 (+/-)	3.125%
10B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	E	1,997 (+7-)	400 (+/-)	3.125%
11A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-).	3.125%
11B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	A+	1,470 (+/-)	450 (+/-)	3.125%

<u> </u>					
12 <b>A</b>	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	В	1,342 (+/-)	400 (+/-)	3.125%
12B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	В	1,342 (+/-)	400 (+/-)	3.125%
13A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	A+	1,470 (+/-)	450 (+/-)	3.125%
13B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-)	3.125%
14A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-)	3.125%
14B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	<b>*</b>	1,470 (+/-)	450 (+/-)	3.125%
15A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	C	1,272 (+/-)	398 (+/-)	3.125%
15B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA		1,272 (+/-)	398 (+/-)	3.125%
16A	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-)	3.125%
16B	8801 – 27 <sup>th</sup> STREET WEST, TACOMA	AS	1,322 (+/-)	398 (+/-)	3.125%
CLUB HOUSE			550 (+/-)	350 (+7-).	<u>)</u>
TOTAL			46,576 (+/-)	13,542.(+/-)	. 100%

<sup>\*</sup> Square footage is approximate.

