

the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the condemnation awarded to the Unit Owner shall be paid to the Owner or lienholders of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides: (a) That Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

Section 23.5 Condemnation of Common Element or Limited Common Element. If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements, or to lienholders, as their interests may appear. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of the acquisition, or to lienholders, as their interests may appear. If the Board determines that a particular Owner's interest in the Common Elements diminished with respect to other Owners, by the acquisition of a Common Element, the Declaration may be amended to adjust that Owner's Common Expense Liability allocation, or to remove the allocation of a Limited Common Element to that Owner's Unit, as the case may be.

Section 23.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 22.

Article 24. EASEMENTS.

Section 24.1 In General. Each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium.

Section 24.2 Encroachments. To the extent not provided by the definition of "Unit" in the Declaration and in the Condominium Act, 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 present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units and Common and Limited Common Elements so long as the encroachments shall exist, and the rights and obligations of Owners shall not be

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

Section 24.3 Easement Specifically Reserved by the Declarant. The Declarant reserves an access easement over, across, and through the Common Elements of the Condominium for the purpose of exercising Development Rights or Special Declarant Rights or completing any unfinished Units or other improvements, exhibiting and preparing Units for sale, making repairs required pursuant to any contract of sale, and discharging the Declarant's obligations.

Section 24.4 Utility Easements Granted by the Declarant. The Declarant grants to each company or municipality providing utility services to the Condominium or to the Owners of Units in the Condominium an easement for the installation, construction, maintenance, repair and reconstruction of all utilities serving the Condominium or the Owners, including, without limitation, such utilities services as water, sanitary sewer, storm sewer, electricity, gas, cable television and telephone, and an easement for access over and under the Common Elements of the Condominium to the utility service facilities.

Article 25. PROCEDURES FOR SUBDIVIDING OR ALTERING UNITS.

Section 25.1 Submission of Proposal to Subdivide Unit. No Unit or Units shall be subdivided either by agreement or legal proceedings, except as provided in this Article. An Owner may propose subdividing a Unit or Units by submitting the proposal in writing to the Board and to all other Owners and mortgagees of the Unit to be subdivided or combined. Such proposal to subdivide must also be given to every first mortgagee of any Unit in the Condominium. The proposal must include complete plans and specifications for accomplishing the subdivision and proposed amendments of this Declaration and the Survey Map and Plans which amendments shall be executed by the Owner of the Unit to be subdivided upon approval pursuant to Section 25.2, and which amendments assign an identifying number to each Unit created, and reallocate the allocated interests and liabilities formerly allocated to the subdivided Unit to the new Units in any reasonable manner prescribed by the Owner of the subdivided Unit. The Owner of the Unit to be subdivided shall bear all costs of the subdivision.

Section 25.2 Approval Required for Subdivision. A proposal that contemplates subdivision of a Unit will be accepted only if approved in writing by all Owners and mortgagees of the Unit or Units to be subdivided, the Board and 51% of Eligible Mortgagees.

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Section 25.3 Minor Alterations; Hard Surface Flooring. No Unit may be altered in any way except in accordance with this Article. An Owner may make any improvements or alterations to the Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium, except that an Owner may not, without the prior written consent of the Board, change any portion of the flooring of a Unit that is located directly over another Unit in the Condominium from carpeting to hard surface flooring. An Owner may not change the appearance of the Common Elements or the exterior appearance of a Unit without permission of the Association pursuant to the procedures of Section 25.5.

Section 25.4 Adjoining Units. After acquiring an adjoining Unit or an adjoining part of any adjoining Unit, an Owner may, with approval of the Board pursuant to Section 25.5, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not adversely affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this subsection is not a relocation of boundaries. The Owner's proposal to act under this Section shall be submitted to the Board and shall include the plans and specifications for the proposed removal or alteration.

Section 25.5 Substantial Alteration. A proposal that contemplates substantial alteration of one or more Units is subject to approval by the Board. The Board shall approve an Owner's request under this Section within 30 days, unless the proposed alteration does not comply with Section 25.4 or impairs the structural integrity or mechanical or electrical systems in the Condominium. The failure of the Board to act upon a request within such period shall be deemed approval thereof.

Section 25.6 Procedure After Approval. Upon approval of a proposal under this Article, the Owner making it may proceed according to the proposed plans and specifications; provided that the Board may in its discretion require that the Board administer the work or that provisions for the protection of other Units or Common Elements or that reasonable deadlines for completion of the work be inserted in the contracts for the work. The changes in the Survey Map Plans and Declaration shall be placed of record as amendments thereto.

Section 25.7 Relocation of Boundaries -- Adjoining Units. The boundaries between adjoining Units may only be relocated by an amendment to the Declaration, pursuant to Article 26, upon application to the Board by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their allocated interests, the application must state the proposed reallocations. Unless the Board determines within 30 days, that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by the Unit Owners, contains words of conveyance between them, and is recorded in the name of the

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grantor and the grantee. The Association shall obtain and record survey maps or plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and identifying numbers. The Owner or Owners benefited by a reallocation of Unit boundaries shall bear all costs associated therewith in proportion to the relative benefits to each such Unit as determined by the Board.

Article 26. AMENDMENT OF DECLARATION SURVEY MAP AND PLANS,
ARTICLES OR BYLAWS.

Section 26.1 Procedures. Except in cases of amendments that may be executed by the Declarant under the Declaration or the Condominium Act, the Declaration, the Survey Map and Plans, the Articles and the Bylaws for the Condominium or for Queen Anne Square may be amended only by vote or agreement of the Owners, as specified in this Article. An Owner may propose amendments to the Declaration or the Survey Map and Plans, the Articles or the Bylaws for the Condominium or Queen Anne Square to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners with 20% or more of the votes in the Association, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice must be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons (including Eligible Mortgagees) entitled to receive notices. Upon the adoption of an amendment and the obtaining of any necessary consents of Eligible Mortgagees as provided below, an amendment to the Declaration or the Survey Map and Plans shall become effective when it is recorded or filed in the real property records in the county in which the Condominium is located. The amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. Such amendments shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption.

Section 26.2 Percentages of Consent Required. Except as provided in Article 11 in connection with the exercise of Development Rights by the Declarant or in Article 22 and Article 23 in the case of damage or condemnation of the property, the percentages of consent of Owners and mortgagees required for adoption of amendments to the Declaration, the

Survey Map and Plans, the Articles and the Bylaws for the Condominium or for The Courtyard at Queen Anne Square are as follows:

26.2.1 The consent of Owners holding at least 67% of the votes in the Association, including Owners other than the Declarant holding at least 67% of the votes in the Association excluding votes held by the Declarant, and the consent of Eligible Mortgagees of Units to which at least 51% of the votes of Units subject to Mortgages held by Eligible Mortgagees are allocated shall be required to materially amend any provisions of the Declaration, the Survey Map and Plans, the Articles or the Bylaws for the Condominium or for The Courtyard at Queen Anne Square, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (a) voting rights; (b) Assessments, Assessment liens, or subordination of such liens; (c) reserves for maintenance, repair, or replacement of the Common Elements; (d) responsibility for maintenance and repair of any portion of the Condominium; (e) rights to use Common Elements and Limited Common Elements; (f) reallocation of interests in Common Elements or Limited Common Elements or rights to their use; (g) redefinition of any Unit boundaries; (h) convertibility of Units into Common Elements or Common Elements into Units; (i) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (j) hazard or fidelity insurance requirements; (k) imposition of any restrictions on leasing of Units; (l) imposition of any restriction on the right of an Owner to sell or transfer a Unit; (m) restoration or repair (after damage or partial condemnation) in a manner other than specified in the Declaration or Survey Map and Plans; or (n) any provisions which are for the express benefit of holders of first mortgages.

26.2.2 Except as provided in Section 11.1, an amendment that creates or increases Development Rights, Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, shall require the vote or agreement of the Owner of each Unit particularly affected and the Owners other than the Declarant holding at least 90% of the votes in the Association excluding votes held by the Declarant.

26.2.3 All other amendments shall be adopted if consented to by 67% of the Owners, including Owners other than the Declarant holding at least 67% of the votes in the Association excluding votes held by the Declarant.

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

26.2.5 An Eligible Mortgagee who receives a written request to consent to an amendment who does not deliver or post to the requesting party a negative

response within 30 days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.

Section 26.3 Limitations on Amendments. No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right provided in the Declaration without the consent of the Declarant and any mortgagee of record with a security interest in the Special Declarant Right or in any real property subject thereto, excluding mortgagees of Units owned by persons other than the Declarant.

Article 27. TERMINATION OF CONDOMINIUM.

Section 27.1 Action Required. Except as provided in Article 22 and Article 23, the Condominium and Queen Anne Square may be terminated only by agreement of Owners of Units to which at least 80% of the votes in the Association are allocated and with the consent of Eligible Mortgagees of Units to which at least 67% of the votes in the Association are allocated and in accordance with the Condominium Act. An Eligible Mortgagee who receives a written request to consent to termination who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.

Section 27.2 Condominium Act Governs. The Condominium Act provision relating to termination of a condominium contained in RCW 62.34.268, as it may be amended, shall govern the termination of the Condominium, including, but not limited to, the disposition of the real property in the Condominium and the distribution of proceeds from the sale of the real property.

Article 28. NOTICES.

Section 28.1 Form and Delivery of Notice. Unless provided otherwise in this Declaration, all notices given under the provisions of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered upon being deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Notice to the Owner of any Unit shall be sufficient if mailed to the Unit if no other mailing address has been given to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to the Declarant until the Transition Date, and thereafter shall be given to the president or secretary of the Association.

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Section 28.2 Notices to Eligible Mortgagees. An Eligible Mortgagee is a Mortgagee that has filed with the secretary of the Board a written request that it be given copies of the notices listed below. The request must state the name and address of the Eligible Mortgagee and the Identifying Number or address of the Unit on which it has (or insures or guarantees) a Mortgage. Until such time thereafter that the Eligible Mortgagee withdraws the request or the mortgage held, insured or guaranteed by the Eligible Mortgagee is satisfied, the Board shall send to the Eligible Mortgagee timely written notice of (a) any proposed amendment of the Declaration or Survey Map and Plans for the Condominium or Queen Anne Square effecting a change in (i) the boundaries of any Unit, (ii) the exclusive easement rights, if any, appertaining to any Unit, (iii) the interest in the Common Elements or the liability for Common Expenses of any Unit, (iv) the number of votes in the Association allocated to any Unit, or (v) the purposes to which a Unit or the Common Elements are restricted; (b) any proposed termination of condominium status, transfer of any part of the Common Elements, or termination of professional management of the Condominium; (c) any condemnation loss or casualty loss that affects a material portion of the Condominium or that affects any Unit on which an Eligible Mortgagee has a first mortgage; (d) any delinquency which has continued for 60 days in the payment of Assessments or charges owed by an Owner of a Unit on which an Eligible Mortgagee had a mortgage; (e) any lapse, cancellation, or material modification of any insurance policy maintained by the Association pursuant to Article 21; (f) any proposed action that would require the consent of a specified percentage of Eligible Mortgagees pursuant to Article 22, Article 25, or Article 26 (other than an amendment by the Declarant pursuant to a Development Right).

Article 29. SEVERABILITY.

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

Article 30. EFFECTIVE DATE.

This Declaration shall take effect upon recording.

Article 31. REFERENCE TO SURVEY MAP AND PLANS.

The Survey Map and Plans were filed with the Recorder of King County, Washington, simultaneously with the recording of this Declaration under File No. 20000601000782, in Volume 164 of Condominiums, pages 48 through 55.

3870

DATED: MAY 30, 2000

By SP-QAS MANAGER, INC., a Washington
corporation

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Dated this 30th day of MAY, 2000.

Gary N. Ackerman
(Signature of Notary)
GARV N. ACKERMAN
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington,
residing at SEATTLE
My appointment expires Aug 1, 2003

SCHEDULE A

THE COURTYARD AT QUEEN ANNE SQUARE, A CONDOMINIUM

Description of Property in Condominium

THE RESIDENTIAL UNIT OF QUEEN ANNE SQUARE, A CONDOMINIUM,
PER CONDOMINIUM DECLARATION RECORDED UNDER KING COUNTY
RECORDING NO. 19990930002421.

SCHEDULE B
THE COURTYARD AT QUEEN ANNE SQUARE, A CONDOMINIUM
Unit Descriptions; Allocated Interests; Parking and Storage Assignments

Unit	Unit Data*	Level	Area (Sq. Ft.) ^{1/}	Allocated Interests ^{2/}	Parking Space(s) ^{3/}	Storage Area(s) ^{3/}
101	1 BR, 1 BA	1	598	1.20		
102	1 BR, 1 BA	1	682	1.37		
103	1 BR, 1 BA	1	682	1.37		
104	1 BR, 1 BA	1	598	1.20		
105	2 BR, 1 BA	1	770	1.55		
106	2 BR, 1 BA	1	770	1.55		
107	1 BR, 1 BA	1	598	1.20		
108	1 BR, 1 BA	1	585	1.18		
109	1 BR, 1 BA	1	585	1.18		
110	1 BR, 1 BA	1	598	1.20		
112	1 BR, 1 BA	1	598	1.20		
113	2 BR, 1 BA	1	770	1.55		
114	1 BR, 1 BA	1	579	1.16		
115	1 BR, 1 BA	1	598	1.20		
116	1 BR, 1 BA	1	598	1.20		
117	1 BR, 1 BA	1	598	1.20		
118	2 BR, 1 BA	1	714	1.44		
119	1 BR, 1 BA	1	598	1.20		
201	1 BR, 1 BA	2	598	1.20		
202	1 BR, 1 BA	2	682	1.37		
203	1 BR, 1 BA	2	682	1.37		
204	1 BR, 1 BA	2	598	1.20		
205	2 BR, 1 BA	2	770	1.55		
206	2 BR, 1 BA	2	770	1.55		
207	1 BR, 1 BA	2	598	1.20		
208	1 BR, 1 BA	2	585	1.18		
209	1 BR, 1 BA	2	585	1.18		
210	1 BR, 1 BA	2	598	1.20		
211	1 BR, 1 BA	2	598	1.20		
212	1 BR, 1 BA	2	598	1.20		
213	2 BR, 1 BA	2	770	1.55		
214	2 BR, 1 BA	2	728	1.46		
215	1 BR, 1 BA	2	598	1.20		
216	1 BR, 1 BA	2	598	1.20		
217	1 BR, 1 BA	2	598	1.20		
218	2 BR, 1 BA	2	714	1.44		
219	1 BR, 1 BA	2	598	1.20		
301	1 BR, 1 BA	3	598	1.20		
302	1 BR, 1 BA	3	682	1.37		
303	1 BR, 1 BA	3	682	1.37		
304	1 BR, 1 BA	3	598	1.20		
305	2 BR, 1 BA	3	770	1.55		
306	2 BR, 1 BA	3	770	1.55		

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Unit	Unit Data*	Level	Area (Sq. Ft.) ^{1/}	Allocated Interests ^{2/}	Parking Space(s) ^{3/}	Storage Area(s) ^{3/}
307	1 BR, 1 BA	3	598	1.20		
308	1 BR, 1 BA	3	585	1.18		
309	1 BR, 1 BA	3	585	1.18		
310	1 BR, 1 BA	3	598	1.20		
311	1 BR, 1 BA	3	598	1.20		
312	1 BR, 1 BA	3	598	1.20		
313	2 BR, 1 BA	3	770	1.55		
314	2 BR, 1 BA	3	728	1.46		
315	1 BR, 1 BA	3	598	1.20		
316	1 BR, 1 BA	3	665	1.34		
317	1 BR, 1 BA	3	665	1.34		
318	2 BR, 1 BA	3	714	1.44		
319	1 BR, 1 BA	3	598	1.20		
401	1 BR, 1 BA	4	665	1.34		
402	1 BR, 1 BA	4	751	1.51		
403	1 BR, 1 BA	4	751	1.51		
404	1 BR, 1 BA	4	665	1.34		
405	2 BR, 1 BA	4	834	1.68		
406	2 BR, 1 BA	4	834	1.68		
407	1 BR, 1 BA	4	665	1.34		
408	1 BR, 1 BA	4	650	1.31		
409	1 BR, 1 BA	4	650	1.31		
410	1 BR, 1 BA	4	665	1.34		
411	1 BR, 1 BA	4	665	1.34		
412	1 BR, 1 BA, F	4	665	1.34		
413	2 BR, 1 BA	4	834	1.68		
414	2 BR, 1 BA	4	793	1.61		
415	1 BR, 1 BA	4	665	1.34		
416	1 BR, 1 BA	4	665	1.34		
417	1 BR, 1 BA	4	665	1.34		
418	2 BR, 1 BA	4	783	1.58		
419	1 BR, 1 BA	4	665	1.34		
TOTALS:			49,715	100.00		

*Legend: BR - bedroom BA - bathroom F - fireplace

^{1/}Areas of Units 106, 206, 306 and 406 are subject to change upon conversion of adjacent common areas into the Units.

^{2/}Common Expense Liability (CEL), Interest in Common Elements (ICE) and Votes are based on relative area of Units; rounded to equal 100%.

^{3/}There are 81 numbered parking spaces and no numbered storage areas. This Schedule is subject to amendment by the Declarant in order to reflect any change in the number of numbered parking spaces and storage areas and the assignment of parking spaces and storage areas to Units as Limited Common Elements.

THE COURTYARD AT QUEEN ANNE SQUARE

A CONDOMINIUM

POR. E 1/2, SECTION 25, TOWNSHIP 25 N, RANGE 3 E. W.M.
CITY OF SEATTLE, KING COUNTY, WASHINGTON

DEDICATION

WE, THE UNDERSIGNED OWNER OF THE INTEREST IN THE REAL PROPERTY DESCRIBED HEREIN, HEREBY DECLARE THIS SURVEY MAP AND PLANS AND DEDICATE THE SAME FOR A CONDOMINIUM SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON CONDOMINIUM ACT RCW 64.34, ET SEQ., AND NOT FOR ANY PUBLIC PURPOSE. THIS SURVEY MAP AND PLANS AND ANY PORTION THEREOF ARE RESTRICTED BY LAW AND THE TERMS OF THE CONDOMINIUM DECLARATION RECORDED UNDER RECORDING NO. 1999063002425, RECORDS OF KING COUNTY, WASHINGTON. WE FURTHER CERTIFY THAT ALL STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF ALL BUILDINGS CONTAINING OR COMPRISING ANY UNITS HEREBY CREATED ARE SUBSTANTIALLY COMPLETED.

IN WITNESS THEREOF WE HAVE SET OUR HAND AND SEAL.

DATE: MAY 30, 2000

QAS RESIDENTIAL L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

BY SP-QAS MANAGER, INC. A WASHINGTON CORPORATION
ITS MANAGER

BY: John M. Marasco
ITS: Vice President

DEC. OF COVENANTS RECORDED 06/01/2000

20000601000782

ACKNOWLEDGMENT

STATE OF WASHINGTON } ss.
COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN M. MARASCO IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT SAID PERSON SIGNED THIS INSTRUMENT, ON OATH STATED THAT SAID PERSON WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF SP-QAS MANAGER, INC., A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS 30th DAY OF May 2000



SIGNATURE OF Gary N. Ackerman
NOTARY PUBLIC
PRINTED NAME OF GARY N. ACKERMAN
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON RESIDING AT SEATTLE
MY APPOINTMENT EXPIRES Aug 1, 2003

20000601000782

164/48-55



LEGAL DESCRIPTION

RESIDENTIAL UNIT OF QUEEN ANNE SQUARE, A CONDOMINIUM, ACCORDING TO THE CONDOMINIUM DECLARATION RECORDED IN VOLUME 154 OF CONDOMINIUMS, PAGES 37 THROUGH 41 UNDER RECORDING NUMBER 1999063002425, RECORDS OF KING COUNTY, WASHINGTON.

GENERAL NOTES

1. INSTRUMENTATION FOR THIS SURVEY WAS A 1 MINUTE THEODOLITE AND ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-080.
2. THE DIMENSIONS OF THE UNIT FLOOR PLANS ARE MEASURED TO THE INTERIOR FACE OF THE SHEETROCK OF THE PERIMETER WALLS OF THE UNITS. THE FLOOR ELEVATIONS IS SUBFLOOR OF THE UNIT AND THE CEILING ELEVATION IS THE BOTTOM FACE OF THE CEILING SHEETROCK.

ASSESSOR'S CERTIFICATE

EXAMINED THIS 1st DAY OF June 2000

Scott Noble Debra Jank
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

COUNTY RECORDING OFFICIAL'S INFORMATION BLOCK (WAC 332-130-050)

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY MAP AND PLANS FOR THE COURTYARD AT QUEEN ANNE SQUARE, A CONDOMINIUM, ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY R.C.W. 64.34.232 IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE PLANS.



Walter V. Swanson
WALTER V. SWANSON, P.L.S. CERTIFICATE NO. 15041
TRIAD ASSOCIATES PHONE: (425) 821-8448
11814 115TH AVE. NE
KIRKLAND, WA 98034

STATE OF WASHINGTON } ss.
COUNTY OF KING

WALTER V. SWANSON, BEING FIRST DULY SWORN UPON OATH, DEPOSES AND SAYS: I AM THE ABOVE NAMED LAND SURVEYOR. I HAVE READ THE FOREGOING LAND SURVEYOR'S CERTIFICATE, KNOW THE CONTENTS THEREOF AND BELIEVE THE SAME TO BE TRUE.

Walter V. Swanson

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13 DAY OF MAY 2000



SIGNATURE OF James E. Grache
NOTARY PUBLIC
PRINTED NAME OF JAMES E. GRACHE
NOTARY PUBLIC
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON RESIDING AT Bellevue
MY APPOINTMENT EXPIRES 15 JULY 2000

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF QAS RESIDENTIAL THIS 1st DAY OF JUNE 2000 AT 9:00 AM AND RECORDED IN VOLUME 154 OF CONDOMINIUMS, PAGES 37 THRU 41 RECORDS OF KING COUNTY, WASHINGTON. DEPARTMENT OF RECORDS AND ELECTIONS

BOB DRIKE WALT WASHINGTON
MANAGER SUPERINTENDENT OF RECORDS

PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

TRIAD JOB NO. 99-349

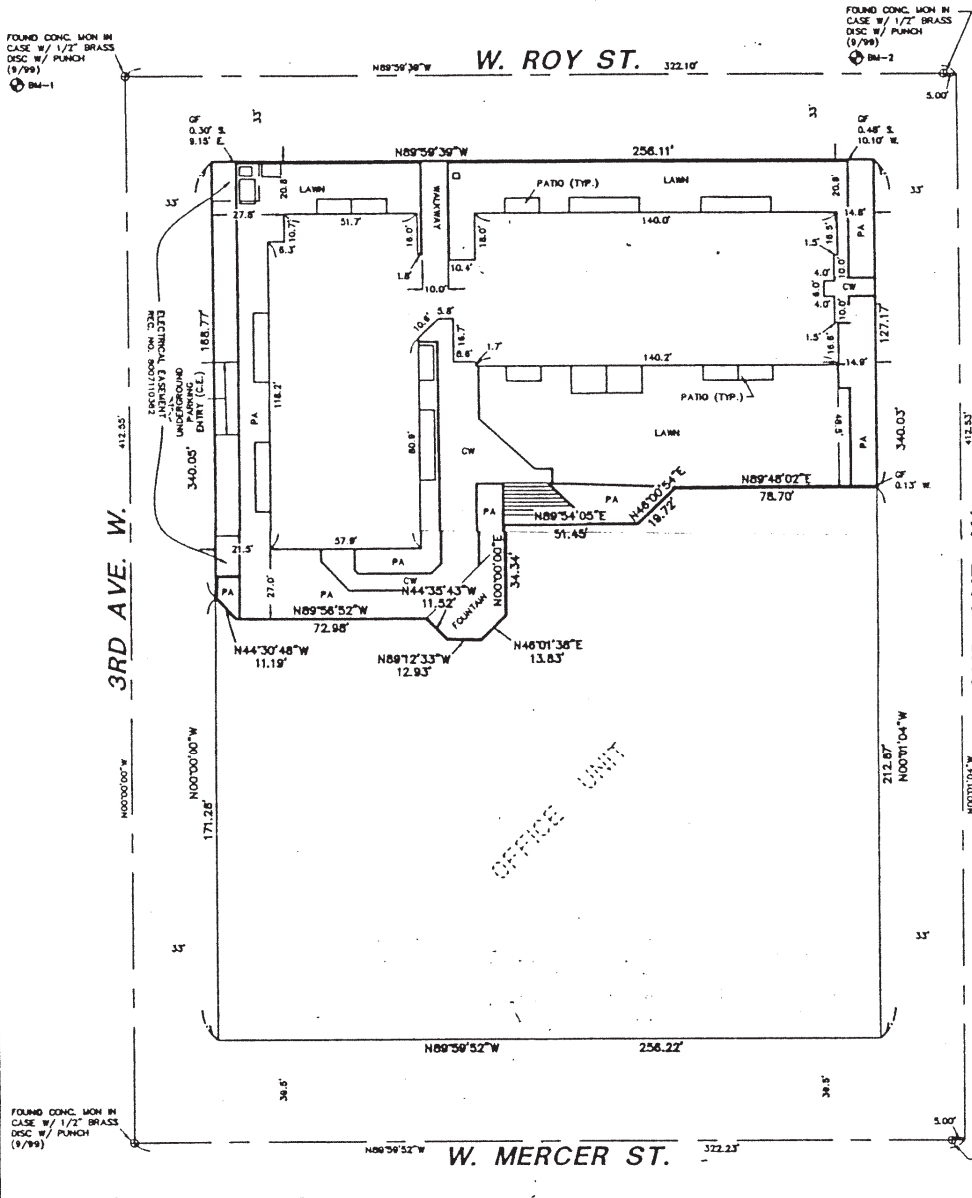
SHEET 1 OF 8

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THE COURTYARD AT QUEEN ANNE SQUARE

A CONDOMINIUM

POR. E 1/2, SECTION 25, TOWNSHIP 25 N, RANGE 3 E. WM.
CITY OF SEATTLE, KING COUNTY, WASHINGTON



SCALE: 1" = 30'



GRAPHIC SCALE

BASIS OF BEARINGS:

ASSUMED A BEARING OF N00°00'00"W ALONG THE CENTERLINE OF 3RD AVE. WEST BEING A LINE CONNECTING THE EXISTING MONUMENTS AS SHOWN.

DATUM:

CITY OF SEATTLE (NAVD 83)

ORIGINAL BENCHMARKS:

FOUND CHISELED SQUARE APPROXIMATELY 7' NORTH OF THE INTERSECTION OF BACK OF WALKS AT NORTHWEST CORNER OF 4TH AVE. WEST AND WEST REPUBLICAN ST. (SEATTLE FIELD BOOK FB #2704). ELEVATION = 73.23

FOUND CHISELED SQUARE APPROXIMATELY 7' EAST OF EAST EDGE OF ALLEY EAST OF 2ND AVE. WEST AND APPROXIMATELY 2' NORTH OF NORTH FACE OF BUILDING ON SOUTH SIDE OF WEST MERCER ST. (SEATTLE FIELD BOOK FB #2505 17). ELEVATION = 115.51

BENCH MARKS:

- BM - 1: TOP OF CONCRETE MONUMENT IN CASE WITH 1/2" BRASS DISC WITH PUNCH. ELEVATION = 115.58
- BM - 2: TOP OF CONCRETE MONUMENT IN CASE WITH 1/2" BRASS DISC WITH PUNCH. ELEVATION = 115.58

LEGEND

- PA --- PLANTING AREA
- CW --- CONCRETE WALK
- CF --- CURB/FACE FOUNDATION
- BDG --- BUILDING CORNER
- CE --- COMMON ELEMENT

NOTE: SEE QUEEN ANNE SQUARE, A CONDOMINIUM RECORDED IN VOLUME 158 OF CONDOMINIUMS, PAGES 37 THROUGH 41 UNDER RECORDING NUMBER 180600.3022420, RECORDS OF KING COUNTY, WASHINGTON FOR LOWER ELEVATIONS OF THE RESIDENTIAL UNIT.

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164/48-55

SURVEY MAP

TRIAD ASSOCIATES
11814 115th AVENUE NE • KIRKLAND, WA 98034
(425) 821-8448 • (425) 821-3481 FAX

JOB NO. 99-349
SHEET 2 OF 8



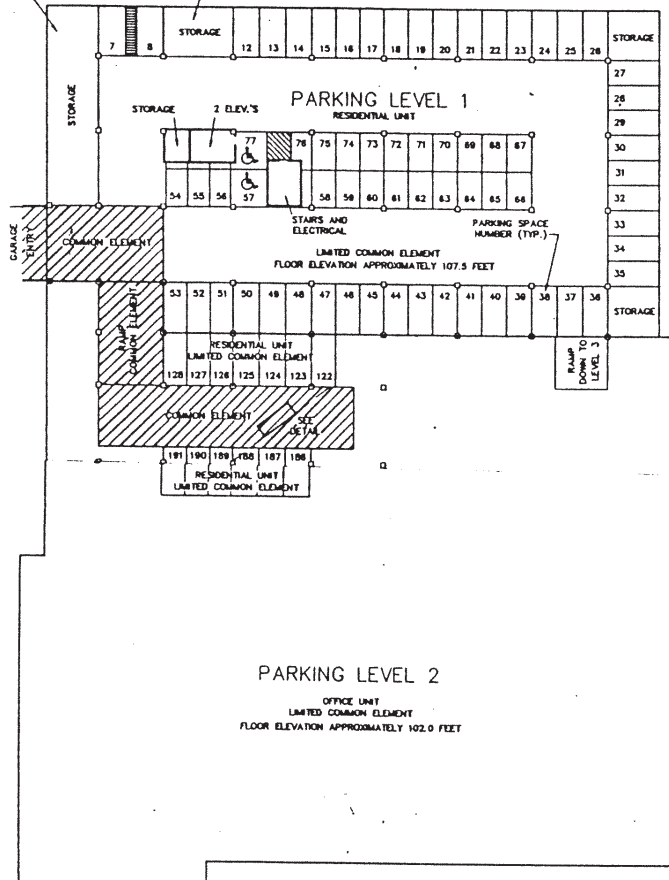
VOL/P/G
164/49

THE COURTYARD AT QUEEN ANNE SQUARE

A CONDOMINIUM

POR. E 1/2, SECTION 25, TOWNSHIP 25 N, RANGE 3 E. W.M.
CITY OF SEATTLE, KING COUNTY, WASHINGTON

THESE STORAGE AREAS AND PARKING SPACES
7 AND 8 ARE SUBJECT TO LEASE RIGHTS OF
TENANTS OF THE OFFICE UNIT.



SCALE: 1" = 30'



GRAPHIC SCALE

NOTE: DECLARANT RESERVES THE FOLLOWING DEVELOPMENT RIGHTS WITH THE
RESPECT TO PARKING LEVELS 1 AND 2: THE DEVELOPMENT RIGHTS TO
CREATE SEPARATE STORAGE AREAS WITHIN THE AREAS MARKED "STORAGE,"
TO CONVERT STORAGE AREAS TO PARKING SPACES, TO CONVERT PARKING
SPACES TO STORAGE AREAS AND TO ASSIGN STORAGE AREAS AND PARKING
SPACES TO UNITS AS LIMITED COMMON ELEMENTS PER CONDOMINIUM
DECLARATION.

PARKING STALL NUMBERS 186-191 ON PARKING LEVEL 2 MAY BE
MOVED TO SPOTS IN PARKING LEVEL 3 AND MAY BE CONVERTED
TO STORAGE.

TWO OF THE PARKING STALLS FROM STALLS 186 TO 191 MAY MOVE
NEXT TO STALL 122.

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48-55

PARKING LEVELS 1 AND 2
OF QUEEN ANNE SQUARE
A CONDOMINIUM



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SHEET 3 OF 8

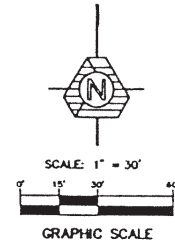


VOL/PG
164 / 50

THE COURTYARD AT QUEEN ANNE SQUARE

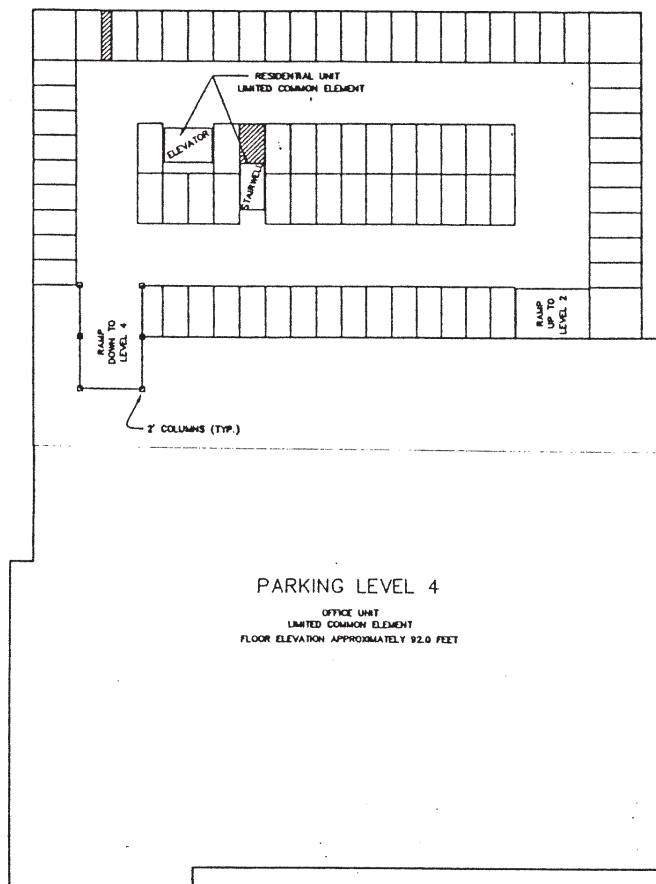
A CONDOMINIUM

POR. E 1/2, SECTION 25, TOWNSHIP 25 N, RANGE 3 E. W.M.
CITY OF SEATTLE, KING COUNTY, WASHINGTON



PARKING LEVEL 3

OFFICE UNIT
LIMITED COMMON ELEMENT
FLOOR ELEVATION APPROXIMATELY 97.5 FEET



PARKING LEVEL 4

OFFICE UNIT
LIMITED COMMON ELEMENT
FLOOR ELEVATION APPROXIMATELY 92.0 FEET

PARKING LEVEL 3 NOTE

PARKING STALL NUMBERS 106-191 ON PARKING LEVEL 2 MAY BE MOVED TO 6 SPOTS IN PARKING LEVEL 3.

NOTE: DECLARANT RESERVES THE FOLLOWING DEVELOPMENT RIGHTS WITH THE RESPECT TO PARKING LEVELS 1 AND 2: THE DEVELOPMENT RIGHTS TO CREATE SEPARATE STORAGE AREAS WITHIN THE AREAS MARKED "STORAGE," TO CONVERT STORAGE AREAS TO PARKING SPACES, TO CONVERT PARKING SPACES TO STORAGE AREAS AND TO ASSIGN STORAGE AREAS AND PARKING SPACES TO UNITS AS LIMITED COMMON ELEMENTS PER CONDOMINIUM DECLARATION.

PARKING STALL NUMBERS 106-191 ON PARKING LEVEL 2 MAY BE MOVED TO 6 SPOTS IN PARKING LEVEL 3 AND MAY BE CONVERTED TO STORAGE.

TWO OF THE PARKING STALLS FROM STALLS 106 TO 191 MAY MOVE NEXT TO STALL 122.

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PARKING LEVELS 3 AND 4

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SHEET 4 OF 8

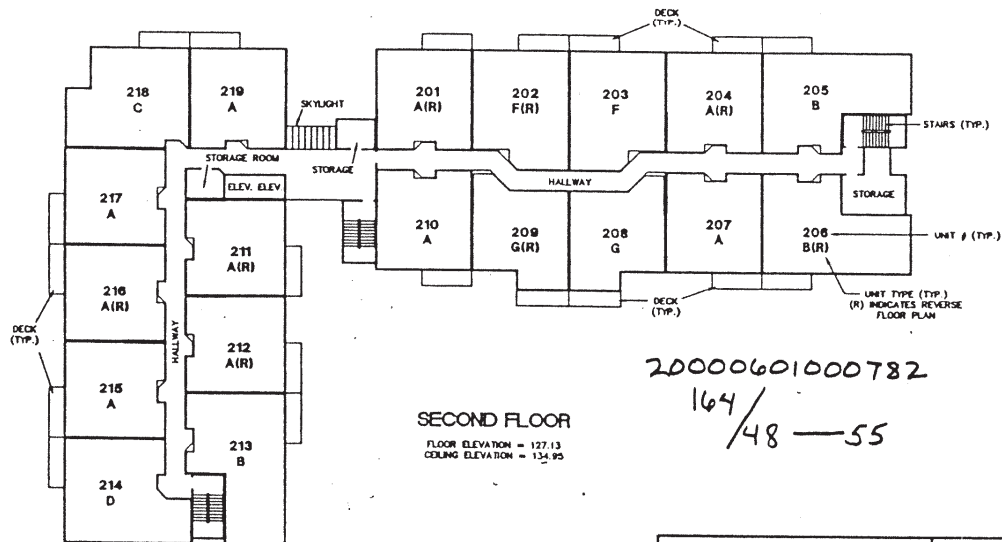
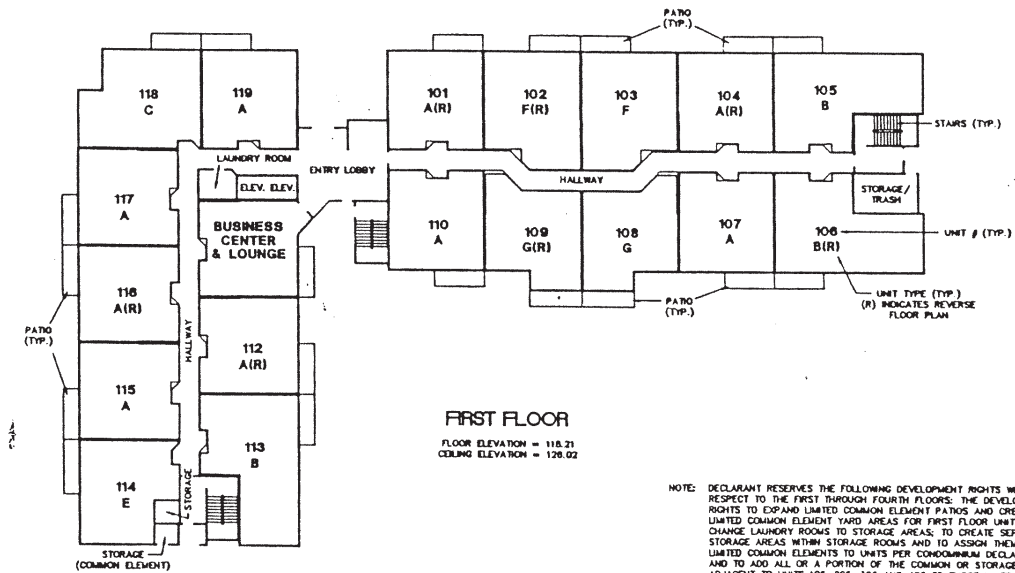


VOL/PG
164/51

THE COURTYARD AT QUEEN ANNE SQUARE

A CONDOMINIUM

POR. E 1/2, SECTION 25, TOWNSHIP 25 N, RANGE 3 E. W.M.
CITY OF SEATTLE, KING COUNTY, WASHINGTON



TRIAD ASSOCIATES
11814 115th AVENUE NE • KIRKLAND, WA 98034
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JOB NO. 99-349
SHEET 5 OF 8

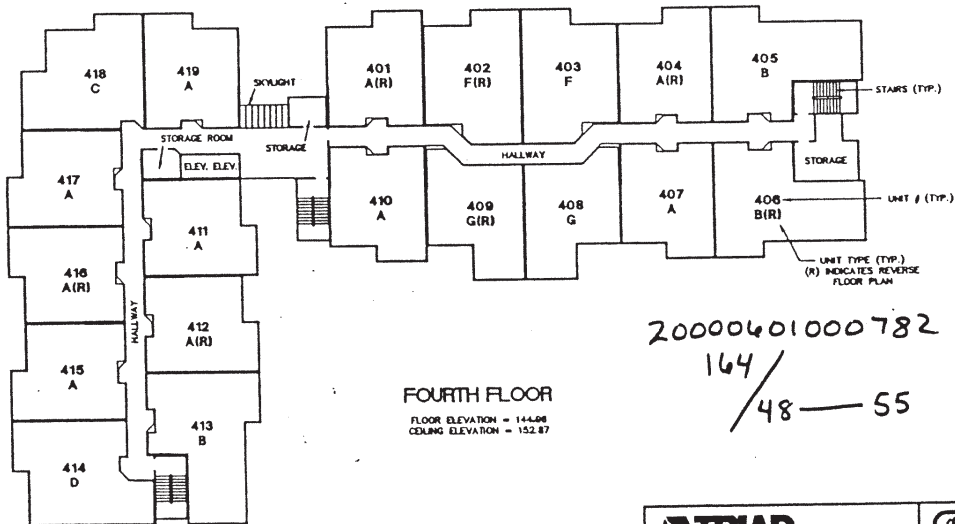
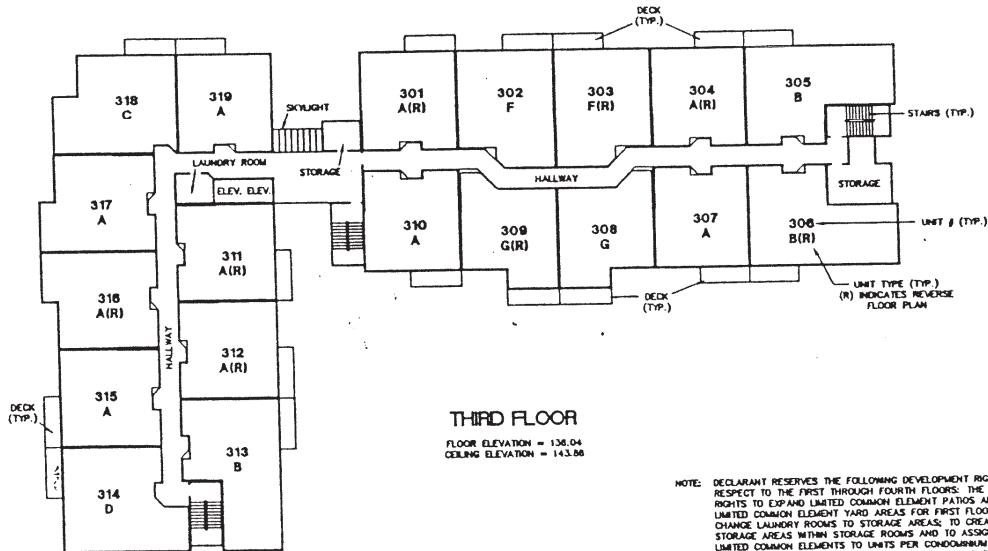


VOL/PG
164/52

THE COURTYARD AT QUEEN ANNE SQUARE

A CONDOMINIUM

POR. E 1/2, SECTION 25, TOWNSHIP 25 N., RANGE 3 E. W.M.
CITY OF SEATTLE, KING COUNTY, WASHINGTON



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164/
48—55

TRIAD ASSOCIATES
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JOB NO. 99-349
SHEET 6 OF 8

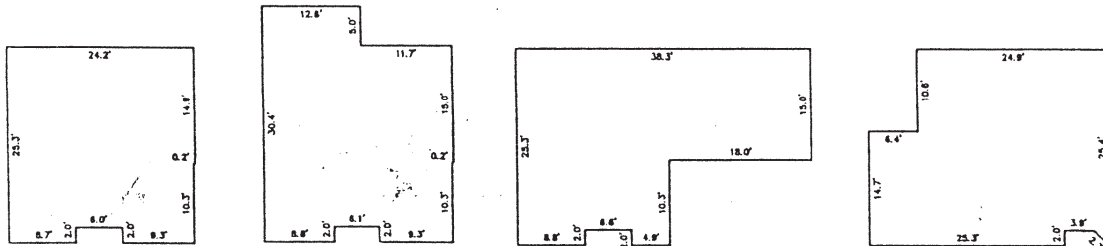


VOL/PG
164/53

THE COURTYARD AT QUEEN ANNE SQUARE

A CONDOMINIUM

POR. E 1/2, SECTION 25, TOWNSHIP 25 N., RANGE 3 E. W.M.
CITY OF SEATTLE, KING COUNTY, WASHINGTON

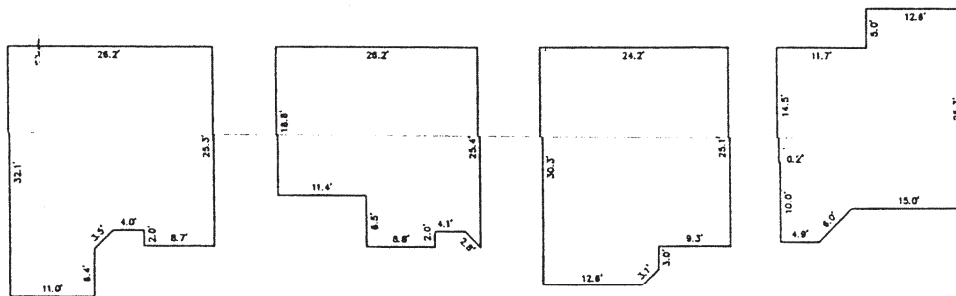


UNIT TYPE A

UNIT TYPE A
UNITS #316(R) & #317

UNIT TYPE B

UNIT TYPE C



UNIT TYPE D

UNIT TYPE E

UNIT TYPE F

UNIT TYPE G

FIRST, SECOND AND THIRD FLOOR
FLOOR PLANS

20000601000782
164/48—55

TRIAD ASSOCIATES
11014 115th AVE NE • KIRKLAND, WA 98034
(425) 821-8448 • (425) 821-3481 FAX

JOB NO. 99-320
SHEET 7 OF 8

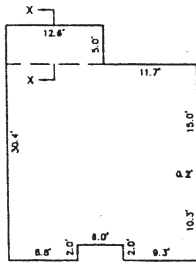


VOL/PG
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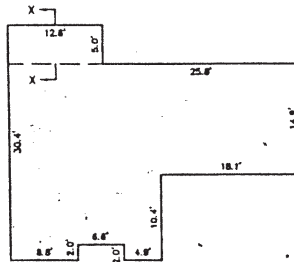
THE COURTYARD AT QUEEN ANNE SQUARE

A CONDOMINIUM

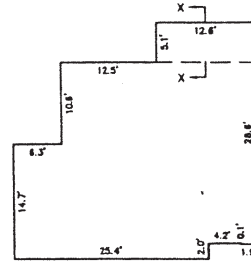
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CITY OF SEATTLE, KING COUNTY, WASHINGTON



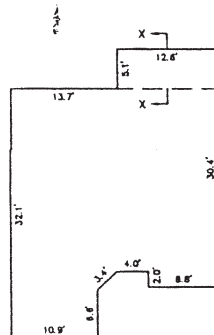
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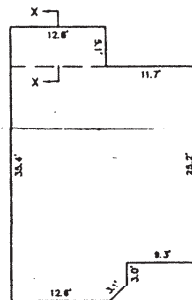
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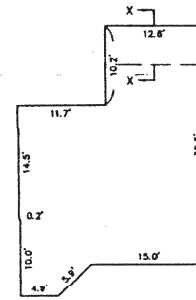
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UNIT TYPE D



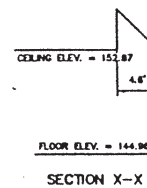
UNIT TYPE F



UNIT TYPE G

FOURTH FLOOR
FLOOR PLANS

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164/48—55



SECTION X-X

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JOB NO. 99-320
SHEET 8 OF 8



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