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701 Fifth Avenue  
Seattle, Washington 98104  
(206) 624-7272

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FIRST AMENDMENT TO DECLARATION  
FOR  
MERCER PARK  
A Condominium

THIS AMENDMENT to the Declaration and Covenants, Conditions, Restrictions and Reservations for the above-referenced condominium (the "Declaration") is made as of the 7<sup>th</sup> day of August, 1990.

RECITALS

A. The Declaration was recorded under King County Recorder's File No. 9006261288 on June 26, 1990.

B. Pursuant to Article 21.1 of the Declaration concerning amendments thereto, the following amendment was approved.

NOW, THEREFORE, the Declaration is amended in the following particulars:

- 1. Schedule C-1 is hereby amended as follows:

Unit No. 16-301 is assigned Parking Space #G-101, not Parking Space #G-98; and

Unit No. 16-103 is assigned Parking Space #G-98, not Parking Space #G-101.

DATED as of this 7<sup>TH</sup> day of AUGUST, 1990.

DECLARANT:

MERCER PARK APARTMENTS, INC., a Washington corporation,

By: Rob M. Tillotson

ROB M. TILLOTSON  
Its: Treasurer

9008130253  
186900-1

RECEIVED THIS DAY

AUG 13 9 25 AM '90  
BY THE COUNTY RECORDER  
KING COUNTY

STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF KING )

On this 7th day of August, 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROB M. TILLOTSON, to me personally known (or proven on the basis of satisfactory evidence) to be the Treasurer of MERCER PARK APARTMENTS, INC., a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

*Catharine M. Harvey*  
NOTARY PUBLIC in and for the State of  
Washington, residing in Federal Way  
My commission expires: 5/15/93



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33442 First Way South  
Federal Way, Washington 98003

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FILE # 24

AMENDMENT TO DECLARATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
MERCER PARK CONDOMINIUMS  
A CONDOMINIUM

This Amendment to the Declaration and Covenants, Conditions, Restrictions and Reservations for Mercer Park Condominiums, a Condominium (the "Declaration") is made as of the 19th day of March 1991.

RECITALS

A. The Declaration was recorded under King County Recorder's File No. 9006261288 on June 26, 1990.

B. The Declaration was amended under King County Recorder's File No. 9008010810 on August 1, 1990 (the "Declaration of Covenant to Convert Dwelling Units for Handicapped Use", therein and herein so-called).

C. The Declaration was further amended under King County Recorder's File No. 9008130253 on August 13, 1990 (the "First Amendment to Declaration for Mercer Park A Condominium", therein and herein so-called).

D. Pursuant to Article 21.3 of the Declaration concerning amendments thereto, the following amendment was approved.

NOW, THEREFORE, the Declaration is amended in the following particulars:

1. Exhibit C-1 is hereby amended as follows:  
Unit 103 Building 8 is assigned Parking Space Number P22 instead of Parking Space Number P23.

Dated as of this 19th day of March 1991.

DECLARANT:

Mercer Park Apartments, Inc.  
a Washington corporation

By:

*Rob M. Tillotson*

Rob M. Tillotson  
Its Treasurer

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Return Address:

Kris J. Sundberg, Esq.  
P.O. Pox 1577  
Mercer Island, WA 98040



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K SUNDBERG AMDCN 12.00  
PAGE 001 OF 004  
04/08/2002 13:08  
KING COUNTY, WA

Document Title(s) (or transactions contained therein):

- 1. FOURTH AMENDMENT TO CONDOMINIUM DECLARATION FOR MERCER PARK, A CONDOMINIUM
- 2.
- 3.
- 4.

Grantor(s) (Last name first, then first name and initials)

- 1. MERCER PARK CONDOMINIUM CONDOMINIUMS ASSOCIATION
- 2.
- 3.
- 4.
- 5. [ ] Additional names on page \_\_\_ of document.

Grantee(s) (Last name first, then first name and initials)

- 1. MERCER PARK CONDOMINIUM CONDOMINIUMS ASSOCIATION
- 2.
- 3.
- 4.
- 5. [ ] Additional names on page \_\_\_ of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

MERCER PARK, A CONDOMINIUM, DECLARATION RECORDED ON JUNE 26, 1990 UNDER RECORDER'S FILE NO. 9006261288, RECORDS OF KING COUNTY, WASHINGTON.

[ ] Additional legal description is on page \_\_\_ of document.

Assessor's Master Property Tax Parcel or Account Number: 545229-

Reference Number(s) of Documents assigned or released:

[ ] Additional references on page \_\_\_ of document.

DEPARTMENT OF ASSESSMENTS  
 Examined and approved this 8<sup>th</sup> day of Apr, 2002  
D. Noble Danni Murdock  
 Assessor Deputy Assessor

2002 040 8001829

FOURTH AMENDMENT TO CONDOMINIUM DECLARATION  
FOR MERCER PARK, A CONDOMINIUM

2002 040 8001829

Whereas a certain Declaration and Covenants, Conditions, Restrictions and Reservations for Mercer Park, A Condominium, (the "Declaration"), was recorded on June 26, 1990 under Recorder's file No. 9006261288, records of King County, Washington, and that certain Declaration Of Covenant To Convert Dwelling Apartments For Handicapped Use was recorded on August 1, 1990 under Recorder's file No. 9008010810, records of King County, Washington, and that certain First Amendment To Declaration For Mercer Park, A Condominium was recorded on August 13, 1990 under Recorder's file No. 9008130253, records of King County, Washington, and that certain Amendment To Declaration And Covenants, Conditions, Restrictions and Reservations For Mercer Park Condominiums, A Condominium was recorded on March 21, 1991 under Recorder's file No. 9103210399, records of King County, Washington, and whereas under the provisions of Article 21 AMENDMENT OF DECLARATION, SURVEY MAP, PLANS of the Declaration it may be amended, and

Whereas the procedures for such amendment have been followed,

Now, therefore, the undersigned do hereby certify that this amendment was approved by a majority of the Board of Directors of the Association prior to being submitted to the Owners and thereafter, after due and proper notice, the vote or consent in writing of Owners holding at least seventy-five percent (75%) of the votes in the Association have been obtained and the consents of at least seventy-five percent (75%) of first Mortgagees have also been obtained to hereby declare and adopt the following amendment to the Declaration:

Add the following new section to Article 13. INSURANCE:

13.5 Liability for Uninsured Amounts. Notwithstanding anything herein to the contrary, and except to the extent that a lack of insurance results from the negligence or breach of a duty to insure of the Board:

(1) Liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of an individual Apartment Owner where the damage results from a negligent or intentional action or omission by an

2002 040 8001829

Owner, or that Owner's Tenant, or the family, servants, employees, agents, visitors or licensees of that Owner or Tenant, or from the failure of, or failure to maintain, any portion of the Condominium, including any appliance, equipment, or fixture in an Apartment, which that Owner is responsible to maintain in good working order and condition.

(2) Except as provided in subparagraph (1) above, liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of an individual Apartment Owner where the damage involved is limited solely to damage to the Owner's Apartment or the Limited Common Areas assigned to that Owner's Apartment.

(3) Except as provided in subparagraphs (1) and (2) above, liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be equitably prorated in the exercise of the Board's sole discretion between the Association and any involved Owners in proportion to the relative amounts of damage to the Common Areas and to each of the affected Apartments, including the Limited Common Areas assigned to such Apartment or Apartments, where the damage involves both the Common Areas and/or one or more Apartments or the Limited Common Areas assigned to an Apartment or Apartments.

Dated this 27<sup>th</sup> day of March, 2001. <sup>2 AW</sup>

*Smith Wine*

President, Mercer Park  
Condominiums Condominium Association

ATTEST: The above amendment  
was properly adopted.

By: *Barbara A. Shepherd*

Secretary, Mercer Park  
Condominiums Condominium Association

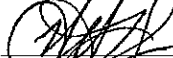
STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Annette Wine is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Mercer Park Condominiums Condominium Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

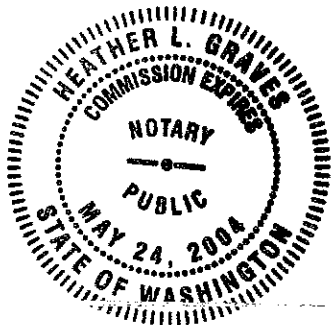
I certify that I know or have satisfactory evidence that Barbara Shepherd is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Secretary of Mercer Park Condominiums Condominium Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 27, 2002

  
\_\_\_\_\_  
(Signature)

Heather L. Graves  
\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC in and for the State of Washington, residing at Bothell  
My commission expires: 5/24/04

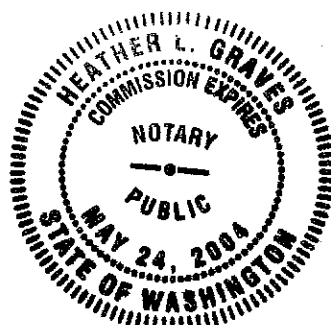


Dated: March 27, 2002

  
\_\_\_\_\_  
(Signature)

Heather L. Graves  
\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC in and for the State of Washington, residing at Bothell  
My commission expires: 5/24/04



2002 040 8001829



AFTER RECORDING RETURN TO:

Leahy.ps

25 Central Way, Suite 430  
Kirkland, WA 98033  
(425)889-8191  
FAX: (425)889-4794



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PAGE001 OF 003  
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KING COUNTY, WA

AMENDMENT NO. 5 TO CONDOMINIUM DECLARATION FOR  
MERCER PARK CONDOMINIUMS

Grantor/Declarant: MERCER PARK CONDOMINIUMS CONDOMINIUM  
ASSOCIATION, a Washington non-profit corporation.

Grantee: MERCER PARK CONDOMINIUMS  
Additional names on pg. N/A

Abbreviated  
Legal Description: CONDOMINIUM CREATED UNDER CONDOMINIUM  
DECLARATION RECORDED UNDER KING COUNTY AUDITORS'  
NO. 9006261288  
Official Legal description Same

Tax Parcel IDs #: 545229 (Master Number)

Reference # (if applicable): 9006261288, 9006261287, 9008010810, 9008130253,  
9103210399, 199010171115, 20020408001829

**FIFTH AMENDMENT TO CONDOMINIUM DECLARATION FOR  
MERCER PARK CONDOMINIUMS**

The Declarant of Mercer Park Condominiums (the "Condominium" or "Mercer Park"), created the Condominium through recording a Condominium Declaration (the "Declaration") and the Survey Maps and Plans (the "Maps and Plans") in the records of King County. The Declaration bears recording number 9006261288. The Maps and Plans bear recording number 9006261287. The Declaration of Covenant to Convert Dwelling Apartments for Handicapped Use bears recorded number 9008010810. The Declaration was amended four times bearing the recording numbers 199010171115, 199103210399, 199008130253 and 20020408001829 respectively. This is the fifth amendment to the Declaration.

To satisfy requirements of Declaration Article 21.1;

1. A majority of the Board of Directors of Mercer Park Condominiums Condominium Association ("The Association") voted to submit this Amendment to Declaration ("the Amendment") to the Owners for their approval;

2. All Owners were duly notified of this proposed Amendment and were given a copy of it before the Owners approved it;

3. Not less than seventy-five percent (75%) of the Owners, by voting at a meeting of the Owners or by consenting in writing to this Amendment, have approved the Amendment; and

4. After not less than Thirty (30) days notice to all of the Eligible Mortgagees duly given by certified mail, return receipt requested, not less than Seventy-Five Percent (75%) of the Eligible Mortgagees have expressly or impliedly consented to this Amendment to Declaration. ("Eligible Mortgagees" here means a Mortgagee who has sent the Association a written request which states the Mortgagee's name and address and identifies by address or Unit Number the Unit on which it has a Mortgage and requests notice of action affecting its security. An Eligible Mortgagee is entitled, under Declaration Articles 18.6 and 21.1, to timely written notice of a Material Amendment to the Declaration.)

NOW, THEREFORE, the President and the Secretary of the Association certify the Declaration to have been amended in the following particulars:

A. Section 21.1 of Article 21 of the Declaration is hereby amended as follows:

The words "Seventy-five Percent (75%)" wherever used in this Section 21.1 shall be deleted and the words "Sixty-seven Percent (67%)" shall be substituted in their place.

B. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.

Dated this 27<sup>th</sup> day of APRIL, 2005.

Mercer Park Condominiums Condominium Association

ATTEST: The above amendment was properly adopted.

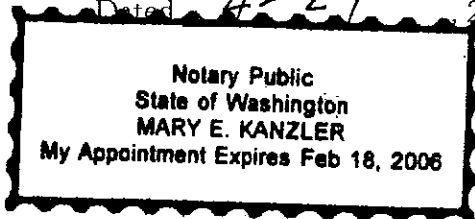
By: [Signature]  
President

BY: [Signature]  
Secretary

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

On this 27<sup>th</sup> day of APRIL, 2005, personally appeared before me CAROL BUCK, and FRED RAWLEY, who furnished satisfactory evidence that they are President and Secretary, respectively, of Mercer Park Condominiums Condominium Association, Washington non-profit corporation that executed the instrument above, and who acknowledged it to be the free and voluntary act of the Association for the uses and purposes mentioned within it, and who on oath stated that they were authorized to execute the instrument.

Dated 4-27 2005.



[Signature]  
Notary Public in and for the State of Washington.  
My Appointment Expires 2-18-06  
Print/type name MARY E. KANZLER

COPY

BYLAWS OF  
MERCER PARK CONDOMINIUMS  
CONDOMINIUM ASSOCIATION

103P  
FILE 295  
FILE # 27

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