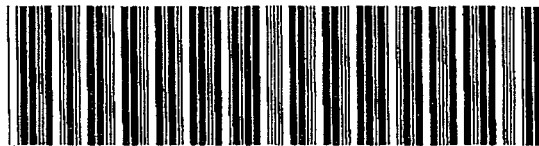


When Recorded Return to:  
 Issaquah Highlands 50 LLC  
 7900 S.E. 28th Street, Suite 430  
 Mercer Island, WA 98040  
 Attn: Wes Giesbrecht



**20040930001663**

ALSTON DECL 34.00  
 PAGE 001 OF 015  
 09/30/2004 12:18  
 KING COUNTY, WA

**SUPPLEMENTAL DECLARATION OF  
 COVENANTS, CONDITIONS, AND RESTRICTIONS  
 FOR ISSAQUAH HIGHLANDS RESIDENTIAL PROPERTY  
 (Villaggio Neighborhood)**

Grantor(s): 1) GRAND - GLACIER LLC  
 2) ISSAQUAH HIGHLANDS 50 LLC  
 Grantee(s): 1) ISSAQUAH HIGHLANDS PLAT  
 2) THE PUBLIC

Legal Description (abbreviated): LOTS 1-50, PLAT OF ISSAQUAH HIGHLANDS  
 DIVISION 96, VOL. 221 OF PLATS, P. 74-80  
 INCLUSIVE, IN KING COUNTY, WASHINGTON

☒ Complete legal on EXHIBIT A.

Assessor's Tax Parcel Identification No(s): 3629930340 (out of) - 3630080010 through  
 3630080500

Reference Nos. of Related Documents:	9704281806	9712121469
	9812142680	19990812000176
	19991011000727	20001113000116
	20011119002073	20011128000870
	20020118001735	20021120001899
	20021120001920	20021204000138
	20030515002494	20030625003047
	20030723000762	20031180000197
	20031120000443	20040204000591

THIS SUPPLEMENTAL DECLARATION is dated for reference purposes September 28, 2004, with regard to certain property within the Issaquah Highlands Residential Properties referred to herein as the "Villaggio" Neighborhood. This Supplemental Declaration is made pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Issaquah Highlands Residential Properties dated April 28, 1997 and recorded under King County Recording No. 9704281806, and as subsequently amended (as so amended, the "Residential Declaration").

## RECITALS

A. Pursuant to the terms of Sections 6.4 and 9.3 of the Residential Declaration, Declarant may, with the consent of the Owner thereof, impose additional covenants and easements on any portion of the property submitted to the Residential Declaration. The Supplemental Declaration may include covenants obligating the Issaquah Highlands Community Association (the "**Residential Association**") to maintain and insure certain property subject to the Supplemental Declaration as well as authorizing the Residential Association to recover its costs through Neighborhood Assessments.

B. The property described on EXHIBIT A of this Supplemental Declaration (the "**Villaggio Neighborhood**") is a portion of the property currently subject to the Residential Declaration. The term "**Neighborhood**" as used in this Supplemental Declaration defines the area for special services and provisions as stated herein. The Villaggio Neighborhood may be included as part of a larger "Neighborhood" designated under the Residential Declaration for voting under Section 6.4 of the Residential Declaration and other purposes, and the Villaggio Neighborhood may be designated as a "sub-Neighborhood" under Section 2.21 of the Residential Declaration for assessments or other purposes.

C. Issaquah Highlands 50 LLC, a Washington limited liability company, is the owner and developer ("**Builder**") of the Villaggio Neighborhood and desires Declarant to impose upon the Villaggio Neighborhood additional covenants and easements as set forth herein.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Residential Declaration, Declarant hereby subjects the real property described on EXHIBIT A hereof to the provisions of this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Residential Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Residential Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon the Issaquah Highlands Community Association in accordance with the terms of the Residential Declaration.

## ARTICLE 1. GOVERNING DOCUMENTS

1.1. **Definitions.** The definitions set forth in Article II of the Residential Declaration are incorporated herein by reference.

**1.2. Conflicts.** In the event of a conflict between this Supplemental Declaration and the Residential Declaration, the provisions of Section 20.3 of the Residential Declaration shall govern such conflict.

## ARTICLE 2. NEIGHBORHOOD DESIGNATION

Pursuant to Section 6.4(a) and Section 9.1(a) of the Residential Declaration, that portion of the Issaquah Highlands Residential Property more particularly described on the attached EXHIBIT A is hereby designated as the Villaggio Neighborhood.

## ARTICLE 3. ADDITIONAL COVENANTS APPLICABLE TO VILLAGGIO NEIGHBORHOOD

**3.1. Maintenance Responsibilities.** Pursuant to the authority granted in Section 5.2 and Section 7.2(b) of the Residential Declaration, the Residential Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of the Villaggio Neighborhood, the following:

(a) maintenance, including, mowing, fertilizing, watering, pruning, and replacing of, and controlling disease and insects on, as needed, all lawns and landscaping installed as part of the initial construction of the Villaggio Neighborhood, and replacements thereof;

(b) maintenance, including, mowing, fertilizing, watering, pruning and replacing of, and controlling disease and insects on, as needed, all lawns and landscaping of any property adjacent to the Villaggio Neighborhood for which the Owners of the Villaggio Neighborhood would otherwise be responsible pursuant the second paragraph of Section 5.1 of the Residential Declaration;

(c) the following maintenance of improvements erected or installed by a Builder as part of the original construction of the Villaggio Neighborhood, and replacements thereof:

(i) the exterior façade of the improvements;

(ii) painting (including staining) of all exterior painted portions of the improvements, including any garage, garage door, exterior doors, shutters, facia on the improvements, and any fence erected by Builder along the Villaggio Neighborhood boundaries, or replacements thereof ("**Boundary Fences**");

(iii) caulking of the exterior portions of all windows and doors;

(iv) repair and/or replacement, as necessary, of the roofs (including shingles and roof decking) of the improvements, including the roofs of any porches built as part of the original construction of the improvements or replacements thereof;

(v) maintenance, repair and replacement, as necessary, of all side sewers connecting Villaggio Neighborhood Units with public sewer lines;

(vi) maintenance, repair and replacement, as necessary, of all residential water lines connecting Villaggio Neighborhood Units with residential water lines;

(vii) cleaning, repair and replacement of gutters and downspouts;

(viii) pressure cleaning, repair, and replacement of driveways and sidewalks;

(d) repair and replacement, as necessary, of any front porch, patio or deck installed as part of the original construction of the Villaggio Neighborhood;

(e) repair and replacement, as necessary, of any Boundary Fences;

(f) operation, maintenance, repair and replacement, as necessary, of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Villaggio Neighborhood and property adjacent to the Villaggio Neighborhood for which the Owners of the Villaggio Neighborhood would otherwise be responsible pursuant to the Residential Declaration, except that the Residential Association shall have no responsibility for any sprinklers or other irrigation equipment not installed as part of Builder's initial construction of the Villaggio Neighborhood;

(g) termite treatment of all exterior walls and foundations of the improvements; provided, however, that the Residential Association shall not be liable if such treatment proves to be ineffective;

(h) maintenance, repair and re-paving and/or replacement, as necessary, of the Villaggio Alleyways (as defined in Section 4.5 below); and

(i) maintenance, repair, replacement and monitoring of common fire alarm systems serving the Villaggio Neighborhood Units.

The Residential Association shall not be responsible for any maintenance or repairs to any chimney, fireplace, window or door, including garage doors (other than

painting as provided above), anything contained within any dwelling or garage, or any landscaping, improvements or modifications added or made to any Unit within the Villaggio Neighborhood after the conveyance of the Unit to the first Owner following completion of the initial improvements thereon.

Maintenance of all other portions of the Villaggio Neighborhood, including any landscaping or improvements installed by the Owners or occupants of any Unit within the Villaggio Neighborhood, shall be the responsibility of the respective Owners, as provided in Section 5.2 of the Residential Declaration.

All maintenance within the Villaggio Neighborhood shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

Notwithstanding the foregoing, the Residential Association's responsibilities under this Section 3.1 shall not commence with respect to a particular Unit within the Villaggio Neighborhood until the requirements of Section 3.2 below have been satisfied, and then subject to satisfaction of the Builder's warranty obligations.

**3.2. Completion; Warranty.** Notwithstanding anything to the contrary in any contract or agreement between the Builder and any third party for purchase of a Unit in the Villaggio Neighborhood, Builder shall not convey any such Unit until:

(a) completion of construction of the dwelling and all related improvements within the Unit;

(b) issuance of a certificate of occupancy or other approval for such dwelling and related improvements by the City of Issaquah; and

(c) issuance of a limited warranty by the Builder for the benefit of the Owner of the Unit and the Residential Association warranting the improvements which are to be the Residential Association's maintenance responsibility under Section 3.1 to be free from defects in materials and/or workmanship for a period of one (1) year from the date of conveyance by the Builder, or such period as may be provided by any applicable manufacturer's warranty, whichever is longer. Such limited warranty shall provide that if the Builder receives written notice of covered defects within the applicable warranty period, the Builder shall promptly take such action as is necessary to cure the defect, including repairing or replacing any defective components, if necessary.

### **3.3. Insurance for Villaggio Neighborhood Units.**

**3.3.1 Property Coverage.** Unless otherwise determined by resolution of the Board and with at least thirty (30) days' prior written notice to each Owner, the Residential Association shall obtain as a Common Expense a blanket insurance policy providing property insurance coverage for all Units in the Villaggio Neighborhood

(exclusive of improvements made by Owners). The Owners shall be relieved of their individual insurance responsibility under the Residential Declaration to the extent such responsibility is undertaken by the Residential Association. If the Residential Association discontinues such insurance as provided herein, each Owner shall immediately obtain in his or her own name and at his or her own expense a blanket "all risk" policy of casualty insurance with respect to such Owner's Unit and all improvements within such Unit which complies with the requirements of the Residential Declaration. Such casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, each Owner shall obtain, at a minimum, a policy of fire and extended coverage insurance covering the full replacement cost of repair or reconstruction in the event of such damage or destruction.

**3.3.2 Liability Coverage.** Each Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Unit or the Common Area due to occurrences originating within the Owner's Unit caused by the negligence of the Owner, the failure of the Owner to maintain the Unit, and any other casualty within the Unit which causes damage to the Units or the Common Area, to the extent such coverage is not provided by policies maintained by the Residential Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Residential Association's policies. Such insurance policy or policies shall name the Residential Association as an additional insured.

**3.3.3 Evidence of Coverage.** Each Owner of a Unit within the Villaggio Neighborhood shall submit to the Residential Association, with the first payment of the annual Base Assessment for such Unit and within 10 days of any written request from the Board of Directors, a certificate or certificates evidencing that all insurance coverage which the Owner is obligated to provide under the Residential Declaration and this Supplemental Declaration is in effect. In addition, if the Board so requests, each Owner shall file with the Residential Association a copy of the individual policy or policies covering his or her Unit. Each Owner shall promptly notify the Board in writing in the event such policy on the Owner's Unit is canceled.

**3.3.4 Failure to Maintain Insurance.** In the event that an Owner fails to obtain or maintain any insurance that the Owner is required to obtain under the Residential Declaration or hereunder, the Residential Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Unit as a Specific Assessment pursuant to Section 8.5 of the Residential Declaration.

#### **3.4. Casualty Losses.**

**3.4.1 In General.** Regardless of whether the insurance on a Unit within the Villaggio Neighborhood is obtained by the Residential Association or the Owners, in the event of a casualty loss, the Residential Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Units and improvements thereon which is the Residential Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Residential Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Residential Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Residential Association each to repair and replace those portions of the Unit and improvements thereon which are their respective responsibilities.

**3.4.2 Casualty Insured by Owners.** In the event of damage or destruction by fire or other casualty to all or any portion of any improvement within a Unit insured or required to be insured by a Owner, such damage or destruction shall be repaired by the Owner within ninety (90) days after such damage or destruction or, where repairs cannot reasonably be completed within ninety (90) days, such repairs shall be commenced within such period and shall be diligently prosecuted to completion within a reasonable time thereafter. In the event the Owner refuses or fails to so repair or rebuild, the Residential Association may, but shall not be obligated to, perform such repair and reconstruction as it determines to be in the best interests of the Villaggio Neighborhood and may assess the cost of such repair and reconstruction as a Specific Assessment.

**3.4.3 Insufficient Coverage.** If an Owner is required to maintain property insurance on his or her Unit within the Villaggio Neighborhood and such insurance is insufficient, the Residential Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of such Owner's Unit, to the extent of such insufficiency. Alternatively, the Residential Association may perform required repairs, whether the responsibility of the Residential Association or the Owner, and assess all costs to the Owner and the Owner's Unit as a Specific Assessment pursuant to Section 8.5 of the Residential Declaration.

**3.5. Maintenance Costs.** Notwithstanding any contrary provision in the Residential Declaration, the cost of all maintenance, repairs and replacements performed by the Residential Association hereunder (except as otherwise provided in Section 3.1(g) above), replacement reserves, and the cost of water and electricity used in connection with the Residential Association's landscaping obligations hereunder shall be allocated among all of the Villaggio Neighborhood Units as a Neighborhood Assessment pursuant to Sections 5.3 and 8.2 of the Residential Declaration.

**3.6. Owner's Responsibilities.** Except for the maintenance, repair or replacement responsibilities specifically undertaken by the Residential Association

pursuant to this Supplemental Declaration, each Owner within the Villaggio Neighborhood shall, at the Owner's sole cost and expense:

- 3.6.1 Maintain, repair and replace the Owner's Unit, any portions of the Unit or improvements therein not made subject to the maintenance, repair and replacement by the Association herein, and any private yard areas within the Unit as designated by the Declarant or the Association.
- 3.6.2 Keep the interior and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair;
- 3.6.3 Replace any broken glass in windows or exterior doors of the Unit;
- 3.6.4 Maintain, repair or replace any plumbing fixtures, water heaters, air conditioners, fans or heating equipment which serve the Owner's Unit;
- 3.6.5 Contract directly for garbage disposal and recycling services; and
- 3.6.6 Maintain any landscaping or plantings within any deck, patio or porch area, as well as any landscaping or plantings installed by the Owner.

#### ARTICLE 4. ADDITIONAL EASEMENTS APPLICABLE TO NEIGHBORHOOD

**4.1. Maintenance Easement.** The Residential Association shall have a perpetual, non-exclusive easement over the Villaggio Neighborhood for the purpose of performing its maintenance responsibilities hereunder and under the Residential Declaration, which easement may be exercised by the Residential Association, its officers, directors, employees, agents and contractors, and entry upon any Unit in the Villaggio Neighborhood for such purpose shall not be deemed a trespass.

**4.2. Cross-Drainage Easement.** Each Unit in the Villaggio Neighborhood shall be burdened with a perpetual, non-exclusive easement over that portion of the Unit which is not improved with structures, for the purpose of drainage of stormwater runoff from any portion of the Properties; provided, no Person shall alter the natural drainage of stormwater from any Unit in the Villaggio Neighborhood once construction of initial improvements has been completed so as to unreasonably increase the drainage of stormwater onto adjacent portions of the Properties without the consent of Owner(s) of



affected property, the Board, and the Declarant as long as it owns any property subject to the Residential Declaration.

**4.3. Easement for Irrigation Equipment.** The Residential Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of the Villaggio Neighborhood, except any area upon which buildings have been erected, for the purpose of installing, maintaining, repairing, and replacing all irrigation equipment, systems and lines serving all or any portion of the Villaggio Neighborhood and/or property adjacent to the Villaggio Neighborhood for which the Owners of the Villaggio Neighborhood would otherwise be responsible under Article 5 of the Residential Declaration.

**4.4. Easements for Maintenance of Adjoining Structures.** There shall be and is hereby imposed on each Unit an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Unit for the purpose of repair, maintenance or replacement of improvements on, to or in connection with such adjoining Owner's Unit.

**4.5. Easements for Ingress and Egress Over Villaggio Alleyways.** The Residential Association and each Owner of a Unit in the Villaggio Neighborhood shall have a perpetual, nonexclusive easement for vehicular and pedestrian ingress, egress and access over that portion of the Property legally described as "NE Monroe Lane" (Tracts AG and AH) and Tract AA, as shown on the final plat of Issaquah Highlands, Division 96, recorded in the Volume 221 of Plats, Pages 74-80, inclusive, records of King County, Washington (the "Villaggio Alleyways"). Furthermore, the public shall have a perpetual, nonexclusive easement over the Alleyways for the purposes of providing emergency vehicle and fire vehicle access to the Units in the Villaggio Neighborhood.

**4.6. Easement for Fire Alarm Systems.** There shall be and is hereby imposed on each Unit an easement for the installation, repair, maintenance, and replacement by the Residential Association of any common fire alarm system, fire sprinkler system or security system serving the Units of the Villaggio Neighborhood or any portion thereof. It shall be expressly permissible for the Residential Association to install, repair, replace and maintain, or to authorize the installation, repair, replacement and maintenance, of such wires, conduits, and cable or other equipment relating to the providing of such services.

**4.7. Other Easements.** This Supplemental Declaration, and the easement rights provided herein, shall not limit the easement rights otherwise reserved to Declarant or granted to the Residential Association or any other Person under the Residential Declaration as applied to the Villaggio Neighborhood.

## ARTICLE 5. PARTY WALLS

**5.1. Party Walls.** Foundations, floors, beams, walls and other structural members of improvements that are built as part of the original construction, and are placed upon or straddle the dividing line between adjacent Units and actually support or protect adjacent improvements shall be regarded and treated as party walls. This Article shall govern the maintenance and all other obligations of Owners with respect to party walls.

**5.1.1 Cost of Repair.** The cost of the repair and maintenance of a party wall shall be borne by the Owners sharing the party wall. If the need for any maintenance or repair work is caused through the willful or negligent act of an Owner or the Owner's family, guests or invitees, the cost of such maintenance or repairs shall be borne by that Owner alone.

**5.1.2 Repair; Alternative.** Each Owner of a Unit with a party wall shall have the right, at the Owner's sole expense, to drill or cut into or otherwise gain access to, the interior of the party wall for the purpose of maintaining, repairing or restoring it and, upon the prior written consent of the Owner of the adjoining Unit, for the purpose of remodeling or altering the Unit or for other services or amenities subject to an obligation to restore the party wall to the same condition it was in immediately before such act, and to indemnify the Owner of the Unit adjoining the party wall for any damages caused thereby.

**5.1.3 Consent of Adjoining Owner.** Interior decoration excepted, no Owner of a Unit with a party wall may make any changes to or alterations of the party wall without the prior written consent of the Owner of the Unit adjoining the party wall.

**5.2. Encroachments.** Appurtenant to each Unit with a party wall located thereon shall be an easement over the adjoining Unit sharing the party wall for the purpose of accommodating any encroachment by buildings or structures on the Unit due to engineering errors, errors in original construction, or the settling or shifting of such buildings or structures. If any structure is partially or totally destroyed and then repaired and rebuilt substantially in accordance with the original plans and specifications, there shall also be appurtenant to the Unit an easement to accommodate minor encroachments by the successor structure from similar causes.

**5.3. Default.** If the Owner (the "Defaulting Owner") of a Unit fails to perform its obligations under this Article including, without limitation, the obligation to pay that Defaulting Owner's share of maintenance, repair or restoration of a party wall, the Owner of the adjoining Unit may perform such action or make such payment. The Defaulting Owner shall promptly reimburse the Owner for all costs and expenses (including attorneys' fees and costs) incurred with interest thereon at twelve percent

(12%) per annum until paid and any amounts not so paid shall become a lien on the Unit of the Defaulting Owner in accordance with the provisions of Chapter 60.04 RCW.

## ARTICLE 6. AMENDMENT

**6.1. By Declarant.** Until conveyance of the first Unit within Villaggio Neighborhood to a Person other than a Builder, Declarant may, subject to the approval rights of Builder, unilaterally amend this Supplemental Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Supplemental Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

**6.2. By Owners.** Except as otherwise specifically provided above, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of 67% of the Villaggio Neighborhood and, so long as Builder owns any Unit in the Villaggio Neighborhood, the consent of Builder. In addition, the consent of the Board of Directors of the Residential Association shall be required.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

**6.3. Validity and Effective Date.** No amendment may remove, revoke, or modify any right or privilege of Declarant without Declarant's written consent (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have

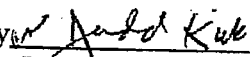
been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplemental Declaration.

IN WITNESS WHEREOF, the Declarant and the Owner of the Property have executed this Supplemental Declaration on the day and year first written above.

**DECLARANT:**

**GRAND-GLACIER LLC**, a Washington limited liability company

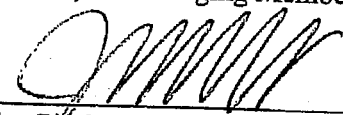
By: Port Blakely Communities, Inc., a Washington corporation, its Manager

By:   
Judd Kirk, President

**OWNER:**

**ISSAQUAH HIGHLANDS 50 LLC**, a Washington limited liability company

By: Atlin Investments, Inc., a Washington corporation, its Managing Member

By:   
Wes Giesbrecht, President

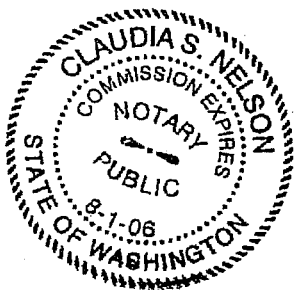
STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this day personally appeared before me **Judd Kirk**, to me known to be the President for **Port Blakely Communities, Inc.**, a Washington corporation, Manager of **GRAND-GLACIER LLC**, a Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22<sup>nd</sup> day of September, 2004.



Claudia S. Nelson  
 Printed Name Claudia S. Nelson  
 NOTARY PUBLIC in and for the State of Washington,  
 residing at Bellevue  
 My Commission Expires 8-1-06

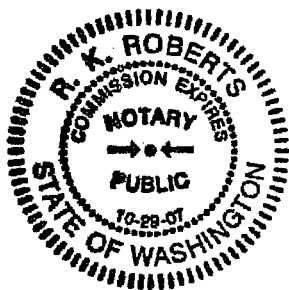
STATE OF WASHINGTON

COUNTY OF KING

} SS.

On this day personally appeared before me **Wes Giesbrecht**, to me known to be the President of **Atlin Investments, Inc.**, a Washington corporation and Managing Member of **ISSAQUAH HIGHLANDS 50 LLC**, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29 day of  
SEPTEMBER, 2004.



R. K. Roberts  
Printed Name R. K. ROBERTS  
NOTARY PUBLIC in and for the State of Washington,  
residing at WASHINGTON  
My Commission Expires 10/29/07

**EXHIBIT A**

**VILLAGIO LEGAL DESCRIPTION**

**LOTS 1 THROUGH 50 OF THE FINAL PLAT OF ISSAQUAH  
HIGHLANDS DIVISION 96, ACCORDING TO PLAT RECORDED  
UNDER RECORDING NO. 20040527002129, AS RECORDED IN  
VOLUME 221 OF PLATS AT PAGES 74 THROUGH 80, IN KING  
COUNTY, WASHINGTON.**