When Recorded, Return to:

LIV MONROE
1620 Woodard Avenue NE, #B-2
Olympia, WA 98502

FIRST AMENDMENT TO CONDOMINIUM DECLARATION FOR WOODARD LANE COHOUSING, A CONDOMINIUM, TO ADD PHASE 2 UNITS

Grantor:	MONROE, LIV V.; TERRANOVA, JOHN; TERRANOVA, JOANN; LERNER, DAVID; PANNABECKER, EVA; THE JEAN M. REYNOLDS 2013 REVOCABLE TRUST, DATED OCTOBER 16, 2013, ANEST, JAMES; SCHUBERT, MARJORIE; VENNEWITZ, PETER J.; RUSSO, CHRISTOPHER J.; STIRITZ, ROBIN; PETRIE, SEAMUS WALSH; PETRIE, EMILY CALHOUN; PARKER, JOSHUA; PARKER, KATHERINE; SAUNDERS, HEATHER; THE WOODARD LANE COHOUSING PARCEL TENANTS IN COMMON, PURSUANT TO THE TENANCY IN COMMON AGREEMENT DATED AND EFFECTIVE MAY 1, 2009; WOODARD LANE COHOUSING BUILDINGS A & D, LLC; WOODARD LANE D, LLC
Grantee:	WOODARD LANE COHOUSING, A CONDOMINIUM
Legal Description:	Woodard Lane Cohousing Condominiums, survey map and plans recorded at AFN 4148173, declaration recorded at AFN 4148172; Lots 2 and 3, City of Olympia Binding Site Plan No. 10-0022 OL, according to the record of survey recorded at Thurston County Auditor's File No. 4148173, records of Thurston County, Washington.
Assessor's Tax Parcel ID #:	_____
Documents Affected:	4148172 4148173

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FIRST AMENDMENT TO CONDOMINIUM DECLARATION FOR WOODARD LANE COHOUSING, A CONDOMINIUM, TO ADD PHASE 2 UNITS

This First Amendment to the Condominium Declaration to add Phase 2 units to the Condominium is made by LIV V. MONROE, JOHN TERRANOVA, JOANN TERRANOVA, DAVID LERNER, EVA PANNABECKER, THE JEAN M. REYNOLDS 2013 REVOCABLE TRUST, DATED OCTOBER 16, 2013, JAMES ANEST, MARJORIE SCHUBERT, PETER J. VENNEWITZ, CHRISTOPHER J. RUSSO, ROBIN STIRITZ, SEAMUS WALSH PETRIE, EMILY CALHOUN PETRIE, JOSHUA PARKER, KATHERINE PARKER, HEATHER SAUNDERS, THE WOODARD LANE COHOUSING PARCEL TENANTS IN COMMON, PURSUANT TO THE TENANCY IN COMMON AGREEMENT DATED AND EFFECTIVE MAY 1, 2009, WOODARD LANE COHOUSING BUILDINGS A & D, LLC, and WOODARD LANE D, LLC (collectively, "Declarants").

RECITALS

A. Declarants are owners of the real property described in Exhibit A, identified as (1) the "Condominium" or "Phase 1 Property," and (2) the "Phase 2 Property." The Phase 2 Property was formerly a part of the Subsequent Phase Property, described in Exhibit C. The Phase 2 Property has been developed as additional condominium Units, in accordance with the Declaration.

B. The Declarants who at the time of formation of the Condominium held interests in the real property on which the Condominium was constructed and subdivided executed and recorded that certain Condominium Declaration for Woodard Lane Cohousing, a Condominium ("Condominium"), on April 9, 2010, under Auditor's File No. 4148173, records of Thurston County, Washington ("Original Declaration"). The Original Declaration was submitted under, and subjected the Property to, the provisions of the Condominium Act of the State of Washington (Chapter 64.34 RCW). Units were distributed to the Declarants who formed the Condominium. Other Declarants purchased units after the execution and recordation of the Original Declaration. Some, but not all of the Declarants hold interests in the remaining Subsequent Phase Property described in Exhibit A. In this Amendment, capitalized terms not defined in the Amendment are defined in the Original Declaration, and those definitions, along with all other consistent provisions of the Original Declaration, are incorporated into this Amendment.

C. The Declarants who own interests in the Phase 2 Property, together with the Declarants who hold interests in the Condominium, hold the right to construct, annex and submit future phases and Units, including the changes, additions, or construction as described in Section 10.12 (Development in Phases). Such addition of Phase 2 Units can be completed with a recorded amendment to the Original Declaration containing a revision of Exhibit A of the Original Declaration, and recordation of a revised survey map and plans. Upon such recording of this Amendment to the Original Declaration and the Revised Survey Map and Plans, the Condominium shall be deemed amended to include the additional Phase 2 Property and the Units located thereon. The description of the Units of the Condominium, after the addition of the Phase 2 Property, is contained in Exhibit B.

D. After the addition of the Phase 2 Property, there will remain Subsequent Phase Property, described in Exhibit C, which may become a part of the Condominium in the future as Phase 3. The Subsequent Phase Property is not made a part of the Condominium by this Amendment.

FIRST AMENDMENT OF THE DECLARATION TO ADD PHASE 2 UNITS

NOW, THEREFORE, the Declarants hereby amend the Original Declaration, and Exhibits A, B and C of the Original Declaration, to add Phase 2 to existing Woodard Lane Cohousing, a Condominium, and to be included as a part of the Condominium. The Phase 2 Property, as described in Exhibit A and divided into separate Units described in Exhibit B, is hereby submitted to and shall be subject to the provisions of the Condominium Act of the State of Washington, Chapter 64.34 RCW (the "Act"), and also shall be subject to the uses, purposes, restrictions, covenants and administrative authority as set forth in the Original Declaration. The Owners of Units in Phase 2 are declared to be members of the Association, subject to all the rights, duties and obligations under the Declaration and Bylaws. The percentage of interest of each Owner in all existing phases has been re-computed in accordance with Sections 2.4 and 10.12.5, and is stated in Exhibit B. The Original Declaration, together with this First Amendment of the Declaration, shall together become the Declaration of the Condominium.

Legal Description of Phase 2 Property to Be Added to Condominium

The land which contains the Phase 2 Units to be added to the Condominium, and is submitted under this First Amendment to the Declaration, is legally described in Exhibit A, attached.

Legal Description of the Condominium After Addition of the Phase 2 Property

The legal description of the Condominium, after the addition of Phase 2 Units by this First Amendment, shall be as stated in Exhibit A, attached.

Revised Survey Map and Plans

The Revised Survey Map and Plans of the Condominium shows the locations of all the buildings, the layout of the Units, the Unit numbers, the vertical and horizontal boundaries, the dimensions of the Units, the common areas, the limited common areas for the two Phases of the condominium and amends the Survey Map and Plans referred to in the Original Declaration, recorded under Thurston County Auditor's File No. 4148173.

Revised Description of Units, Allocations and Phases

Section 2.2 of the Original Declaration is hereby amended to state as follows:

The Condominium has twelve (12) Units in Phase 1 of the Condominium, and six (6) Units (excluding the Common House) in Phase 2. The Identifying Number of each Unit is set forth in Exhibit B. The location of each Unit is shown on the Revised Survey Map and Plans.

Section 2.4.1 of the Original Declaration is hereby amended to state as follows:

2.4.1 Common Expense Liability and Common Elements Allocation. Each Unit's liability for Common Expenses shall be calculated as follows:

2.4.1.1 Half of each allocation is based on the square footage of the Unit. This percentage is reached by dividing the Unit's square feet by the total square footage of all Units of the Condominium. (.5) x (sq. ft. of unit) / (sq. ft. of all units).

2.4.1.2 The other half of the allocation is for being one of 18 Units, i.e. 1/2 x 1/18th of the total Units in the Condominium, or .5 x 1/18, which equals 0.0278 or 2.78%.

2.4.1.3 The allocation formula is (.5) times (square footage of a Unit) divided by (square footage of all units added together) plus (.5 /18).

An example, for illustrative purposes: Unit E3 is 1,210sq ft. and all Units add up to 22,290sq ft.; so .5 x 1210 / 22,290 = 2.71%. 2.71% plus 2.78% = 5.49%. 5.49% is Unit E3's share of the total amount of dues or assessment paid to the Association.

The square footage of each Unit is derived from the internal dimensions shown on the Revised Survey Map and Plans Recorded with Thurston County, and the following considerations agreed to by the Association: Spaces in Units with ceilings under 5' high will not be included in the square footage. Units with basements that are half underground will have their total square footage reduced by 60 square feet, which is about half of their back utility/storage rooms that have no windows.

Section 3.1 of the Original Declaration is hereby amended to state as follows:

The Common Elements are all portions of the Condominium in Phases 1 and 2, other than the Units, including all portions of the walls, floors, or ceilings which are not a part of or within the Unit boundaries provided in Section 2.3. The Common Elements also include any fire sprinklers, furnace, water pipes, piping in heated floors, chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a Unit which serves more than one Unit or any portion of a Common Element. The Common Elements also include, without limitation, the Common House in Building A, storage not assigned to a specific Unit on the Revised Survey Map and Plans, all private streets, streetlights on private streets, access tracts, utility tracts, storm water tracts, native vegetation, wetlands and buffer areas, easements (both within the Condominium and located offset and held by the Condominium for its benefit), and all other areas and structures not lying within any Unit. The Common Areas are subject to Declarant's Rights under Article X of the Original Declaration (Additional Rights Reserved to Declarant) and Sections 11.5 (Easements Reserved by Declarant) and Section 11.6 (Easements to Serve Additional Property).

Section 10.12 of the Original Declaration is hereby amended to state as follows:

10.12.1 *Right to Phase.* The real property initially included in the Condominium is described in Exhibit A. This Condominium has been developed and established in phases on the Property. Phase 1, consisting of twelve (12) Units, Phase 2, consisting of six (6) Units (excluding the Common House added by Phase 2), and the Subsequent Phase Property is depicted on the Survey Map and Plans being Recorded contemporaneously with the First Amendment to the Declaration. The Units which comprise Phases 1 and 2 are described in Exhibit B. Declarant reserves the right to withdraw all or a portion of the Subsequent Phase Property from the Condominium pursuant to Section 10.12.9 below.

10.12.2 *Phases 1 and 2.* This First Amendment to the Declaration provides a description of the total Property, the Common Elements for all Phases and the Units and Limited Common Elements for Phases 1 and 2. The Revised Survey Map and Plans, filed simultaneously with the First Amendment to the Declaration, depicts with respect to Phase 1, Phase 2 and the Common Elements, certified as-built, the surface of the total Property, the right-of-way improvements used for access to the Units, the location of Phase 1 and 2 Units, and the number and dimensions of Phase 1 and 2 Units. The Subsequent Phase Property (including all Units and other improvements to be constructed thereon) shall not be established as part of the Condominium under the Act

until Declarant Records an additional Amendment to the Declaration and an amendment to the Survey Map and Plans pursuant to Section 10.13.3.

10.12.3 *Declaration and Survey Map and Plans Amendments.* For each Subsequent Phase, Declarant shall execute and Record an amendment to this Declaration stating that such Phase is established as a Condominium under the Act and removing that portion of the real property on which the Units being created are located from the Subsequent Phase Property. From and after the Recording of an amendment, all Units and other improvements constructed thereon shall constitute a single Condominium pursuant to the Act and the provisions of this Declaration. In conjunction with the amendment to the Declaration, an updated or revised Survey Map, or Plans, or both, shall be filed. The amendment to the Declaration shall assign an Identifying Number to each new Unit created, and reallocate the Allocated Interests among all Units. The amendment must describe any Common Elements and any Limited Common Elements thereby created and, in the case of Limited Common Elements, designate the Unit to which each is allocated to the extent required by RCW 64.34.228.

10.12.4 *Completion.* Improvements within each Subsequent Phase will be reasonably consistent with improvements in Phases 1 and 2 in terms of quality of construction. All Units for a Subsequent Phase shall be substantially completed before a Subsequent Phase is incorporated into the Condominium.

10.12.5 *Allocated Interests.* The Allocated Interests for Phases 1 and 2 shall be calculated solely with respect to the Units within Phases 1 and 2. When the Subsequent Phase is established as part of the Condominium, Exhibit B will be amended to reallocate the Allocated Interests among all Units in accordance with Section 2.4 above.

10.12.6 *Assessments.* Assessments for Phases 1 and 2 shall utilize and be based on the Allocated Interests stated for Phases 1 and 2. When a Subsequent Phase is established, and based on the reallocation of Allocation Interests, Declarant shall re-compute the budget and the Assessments, and impose the revised Assessments. Notwithstanding the foregoing, the Owners of the Subsequent Phase Property alone are liable for all expenses in connection with the Subsequent Phase Property, except expenses associated with the operation, maintenance, repair and replacement of Common Elements utilized by other Owners.

10.12.7 *Easements for Phased Development.* In addition to the general easements reserved by statute and by reference in other sections of this Declaration, there is reserved a non-exclusive easement in favor of the Owners of the Subsequent Phase Property over and across the Property for ingress and egress and utilities over and across easements, roadways and utility lines specified or established in and for each completed Phase, and the right to connect thereto is reserved. Such reservations are for the purpose either of completing each Subsequent Phase, or otherwise developing portions of the land for other purposes if not completed as a Condominium Phase.

The easements reserved under this Section shall entitle the Owners of the Subsequent Phase Property, for development of each Subsequent Phase of the Condominium, or for development and utilization of the lands to have been included in each Subsequent Phase if such lands are utilized for other purposes under the powers reserved to Owners of the Subsequent Phase Property, to connect with water, sewer, storm sewer, electrical, gas, telephone or other utility lines of all varieties; and to connect with roadways or utility systems developed in connection with the established Phases.

The Owners of the Subsequent Phase Property shall bear the cost of connections to said utilities and roads and will not connect with the utilities in a manner that impairs or significantly reduces the quality of the utility service to the established Phases; provided, that if the connections cause an increase in the cost of delivering affected utility services to the established Phases, that cost shall be borne by the Owners of the Subsequent Phase Property.

Any land which is withdrawn from the Condominium and which utilizes and benefits from the utility and roadway easements reserved to Owners of the Subsequent Phase Property hereunder shall, pursuant to an irrevocable covenant running with the land, be obligated to pay a pro rata share (based on the relative number of Units) of the costs of subsequent repairs, maintenance and operation of the utilities and roadways.

10.12.8 Liens Arising in Connection with Phases. At the time the amendment incorporating the Subsequent Phase into the Condominium is made, no lien arising in connection with the ownership and construction of improvements as part of a Subsequent Phase shall adversely affect the rights of existing Unit Owners or the priority of Mortgages on Units in the existing Condominium Property. All taxes, assessments, mechanics liens, and other charges affecting a Subsequent Phase will be paid or otherwise satisfactorily provided for by the Owners of the Subsequent Phase Property.

10.12.9 Withdrawal of Subsequent Phase Property. Owners of the Subsequent Phase Property, as long as separate development of the Subsequent Phase Property may be undertaken for a purpose other than addition to the Condominium, based upon applicable law, may elect not to incorporate any or all of the Subsequent Phase Property into the Condominium. To effectuate the foregoing, Owners of the Subsequent Phase Property, upon their sole signature and without further consent of any of the other Owners being required, may file such Amendments to this Declaration and to the Survey Map and Plans as are necessary to withdraw all or a portion of the Subsequent Phase Property (and improvements constructed thereon) from the provisions of this Declaration. In the event the Owners of the Subsequent Phase Property should exercise their rights under this Section to withdraw Subsequent Phase Property from the provisions of this Declaration, then established Phases of the Condominium shall thereafter continue to constitute a complete, fully operational Condominium, and withdrawn land (and improvements thereon) may be used for any other lawful purpose in the discretion of the Owners of the Subsequent Phase Property; and the easements provided for in this Section shall continue for the benefit of the Owners of the Subsequent Phase Property for the development and utilization of any withdrawn land. The Owners of the Subsequent Phase Property reserve the right to execute any application or document on behalf of the Unit Owners and the Association necessary to segregate any such Property and to effectuate any such withdrawal. When determining whether the withdrawal and independent development of the Subsequent Phase Property is permitted by law, if the withdrawal of the Subsequent Phase Property would cause the Condominium to be out of compliance with any land use or building code law or regulation, withdrawal of the Subsequent Phase Property shall not be permitted even if the Subsequent Phase Property would otherwise qualify for development independent of its addition to the Condominium.

10.12.10 Limitation on Phasing Rights. If all Phases are completed, the Condominium shall include not more Units and a common house (which common house may contain living facilities) consistent with Permits applicable to the Subsequent Phases, including the twelve (12) Units in Phase 1 and six (6) Units (excluding the

Common House) in Phase 2. Notwithstanding any other provision of this Declaration, the right to add the Subsequent Phases by amendments under this Section shall expire thirty (30) years after Recording the First Amendment to the Declaration.

10.12.11. Conversion of Unit E-2 to Residential Use. The Common House, having been added to the Condominium by Phase 2, shall replace the temporary Common House established by Phase 1 and placed in Unit E-2. Unit E-2 is converted from Common Element to residential use. Unit E-2 is removed from the Common Elements and established as a separate Unit with its own Allocated Interest in the Condominium.

Miscellaneous Additional Terms

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.

This Amendment shall take effect upon Recording.

The Revised Survey Map and Plans were filed with the Recorder of Thurston County, Washington, under File No. _____, simultaneously with the Recording of this First Amendment. All references made in the Declaration to the Survey Map and Plans shall now refer to the Revised Survey Map and Plans Recorded contemporaneously with this First Amendment.

All other provisions of the Declaration shall remain in full force and effect, and are unchanged by this First Amendment.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned hereby execute this First Amendment to the Declaration this _____ day of February, 2016.

DECLARANTS:
LIV V. MONROE, JOHN TERRANOVA, JOANN TERRANOVA, DAVID LERNER, EVA PANNABECKER, THE JEAN M. REYNOLDS 2013 REVOCABLE TRUST, DATED OCTOBER 16, 2013, JAMES ANEST, MARJORIE SCHUBERT, PETER J. VENNEWITZ, CHRISTOPHER J. RUSSO, ROBIN STIRITZ, SEAMUS WALSH PETRIE, EMILY CALHOUN PETRIE, JOSHUA PARKER, KATHERINE PARKER, HEATHER SAUNDERS and THE WOODARD LANE COHOUSING PARCEL TENANTS IN COMMON, PURSUANT TO THE TENANCY IN COMMON AGREEMENT DATED AND EFFECTIVE MAY 1, 2009, WOODARD LANE COHOUSING BUILDINGS A & D, LLC AND WOODARD LANE D, LLC

By _____ (UNIT C-3)
CHRISTOPHER J. RUSSO

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that CHRISTOPHER J. RUSSO is the person who appeared before me, acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNIT C-3)
ROBIN STIRITZ

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that ROBIN STIRTZ is the person who appeared before me, acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNITS A-4, B-4, D-4, E-3)
LIV V. MONROE

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that LIV V. MONROE is the person who appeared before me, acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

THE JEAN M. REYNOLDS 2013 REVOCABLE TRUST
DATED OCTOBER 16, 2013 (UNIT B-3)

By _____
JEAN REYNOLDS, Co-Trustee

By _____
LAURA REYNOLDS, Co-Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Jean Reynolds and Laura Reynolds are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Co-Trustees of THE JEAN M. REYNOLDS 2013 REVOCABLE TRUST DATED OCTOBER 16, 2013 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNIT E-4)
HEATHER SAUNDERS

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that HEATHER SAUNDERS is the person who appeared before me, acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNIT C-2)
PETER J. VENNEWITZ

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that PETER J. VENNEWITZ is the person who appeared before me, acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNIT C-1)
JAMES ANEST

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that JAMES ANEST is the person who appeared before me, acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNIT C-1)
MARJORIE SCHUBERT

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that MARJORIE SCHUBERT is the person who appeared before me, acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNITS B-1, E-3)
JOHN TERRANOVA

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that JOHN TERRANOVA is the person who appeared before me, acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNITS B-1, E-3)
JOANN TERRANOVA

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that JOANN TERRANOVA is the person who appeared before me, acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNIT B-2)
DAVID LERNER

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that DAVID LERNER is the person who appeared before me, acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNIT B-2)
EVA PANNABECKER

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that EVA PANNABECKER is the person who appeared before me, acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNIT B-3)
JOSHUA PARKER

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that JOSHUA PARKER is the person who appeared before me, acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNIT B-3)
KATHERINE PARKER

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that KATHERINE PARKER is the person who appeared before me, acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNIT E-2)
SEAMUS WALSH PETRIE

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that SEAMUS WALSH PETRIE is the person who appeared before me, acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

By _____ (UNIT E-2)
EMILY CALHOUN PETRIE

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that EMILY CALHOUN PETRIE is the person who appeared before me, acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

THE WOODARD LANE COHOUSING PARCEL TENANTS IN COMMON, PURSUANT TO THE TENANCY IN COMMON AGREEMENT DATED AND EFFECTIVE MAY 1, 2009 (holding interests in Units C-4, E-1 and in the Subsequent Phase Property)

By:_____
Liv Monroe, Managing Board Member

By:_____
Robin Stiritz, Managing Board Member

By:_____
James Anest, Managing Board Member

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Liv Monroe, Robin Stiritz and James Anest are the persons who appeared before me, and that these persons acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the Managing Board Members of THE WOODARD LANE COHOUSING PARCEL TENANTS IN COMMON, PURSUANT TO THE TENANCY IN COMMON AGREEMENT DATED AND EFFECTIVE MAY 1, 2009, on behalf of whom instrument was executed, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 2016.

_____
(Printed name):_____
NOTARY PUBLIC in and for the State of Washington, residing at _____
My Commission expires: _____

WOODARD LANE COHOUSING BUILDINGS A & D,
a Washington limited liability company (holding interests in Units A-3, A-4 and the Common House)

By:_____
Liv Monroe, Managing Board Member

By:_____
James Anest, Managing Board Member

By:_____
Judy Olmstead, Managing Board Member

By _____
Meryl Birn, Managing Board Member

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Liv Monroe, James Anest, Judy Olmstead and Meryl Birn are the persons who appeared before me, and that these persons acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the Managing Board Members of WOODARD LANE COHOUSING BUILDINGS A & D, a Washington limited liability company, on behalf of whom instrument was executed, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 2016.

_____
(Printed name):_____
NOTARY PUBLIC in and for the State of Washington, residing at _____

My Commission expires: _____

WOODARD LANE D, LLC, a Washington
Limited liability company (holding interests in Units D-1 through D-4)

By:_____
Liv Monroe, Managing Board Member

By:_____
James Anest, Managing Board Member

By:_____
Judy Olmstead, Managing Board Member

By _____
Meryl Birn, Managing Board Member

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Liv Monroe, James Anest, Judy Olmstead and Meryl Birn are the persons who appeared before me, and that these persons acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the Managing Board Members of WOODARD LANE D, LLC, a Washington limited liability company, on behalf of whom instrument was executed, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 2016.

_____
(Printed name):_____
NOTARY PUBLIC in and for the State of Washington, residing at _____

My Commission expires: _____

THE FOLLOWING PERSONS AND ENTITY, WHICH HOLD AN INTEREST IN THE REAL PROPERTY DESCRIBED HEREIN, JOIN IN THE EXECUTION OF THIS DECLARATION AND CONSENT TO THE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS IMPOSED THEREBY, BUT SHALL NOT HOLD THE RIGHTS OF THE DECLARANT UNLESS SUCH RIGHTS ARE ACQUIRED BY THE UNDERSIGNED BY SEPARATE INSTRUMENT:

OLYMPIA FEDERAL SAVINGS

By:_____
_____(Printed Name)
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the _____ of Olympia Federal Savings, on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 2016.

_____
(Printed name):_____
NOTARY PUBLIC in and for the State of Washington, residing at _____
My Commission expires: _____

THE VENNEWITZ/MONROE TRUST (Security interest)

By _____
Peter J. Vennewitz, Trustee

By:_____
Liv V. Monroe, Trustee

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Peter J. Vennewitz is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated his authority to execute the instrument and acknowledged it as the Trustee of Vennewitz/Monroe Trust, on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 2016.

_____
(Printed name):_____
NOTARY PUBLIC in and for the State of Washington, residing at _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Liv V. Monroe is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated her authority to execute the instrument and acknowledged it as the Trustee of Vennewitz/Monroe Trust, on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 2016.

_____
(Printed name):_____
NOTARY PUBLIC in and for the State of Washington, residing at _____
My Commission expires: _____

By _____ (Security Interest in E-2 only)
CHARLIE STEPHENS

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that CHARLIE STEPHENS is the person who appeared before me, acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____ 2016

_____
_____(Printed Name)
Notary Public
My Appointment Expires: _____

REVISED EXHIBIT A
DESCRIPTION OF REAL PROPERTY IN CONDOMINIUM – PHASE 1 AND 2

The legal description of the real property included in WOODARD LANE, a Condominium, is as follows:

Phase 1:

Lot 1, City of Olympia Binding Site Plan No. 10-0022 OL, according to the record of survey recorded at Thurston County Auditor's File No. 4148171, records of Thurston County, Washington

Also known as:

Woodard Lane Cohousing Condominiums, Phase 1, according to the Declaration thereof recorded under Auditor's File Number 4148172, and depicted in the Survey Map and set of Plans recorded under Auditor's File Number 4148173, Records of Thurston County, Washington.

Phase 2:

Lots 2 and 3, City of Olympia Binding Site Plan No. 10-0022 OL, according to the record of survey recorded at Thurston County Auditor's File No. 4148171, records of Thurston County, Washington

REVISED EXHIBIT B
UNIT DATA AND ALLOCATED INTERESTS – PHASES 1 and 2

Unit Number	Unit Data[1]	Unit Square Footage[2]	Allocated Interests[3]
A-3	Second floor over Common House, 1 bedroom, 1 bath	784	4.54%
A-4	Second floor over Common House, 1 bedroom, 1 bath	784	4.54%
B-1	Lower and ground level, 4 bedrooms, 2 baths	1616	6.40%
B-2	Lower and ground level, 4 bedrooms, 2 baths	1616	6.40%
B-3	Second floor and loft, 1 bedroom, 2 baths	1219	5.51%
B-4	Second floor and loft, 1 bedroom, 2 baths	1219	5.51%
C-1	Lower and ground level, 4 bedrooms, 3 baths	1616	6.40%
C-2	Lower and ground level, 4 bedrooms, 3 baths	1616	6.40%
C-3	Second floor and loft, 1 bedroom, 2 baths	1219	5.51%
C-4	Second floor and loft, 1 bedroom, 2 baths	1219	5.51%
D-1	Ground level, 2 bedrooms and 1 bath	1644	6.48%
D-2	Ground level, 2 bedrooms and 1 bath	851	4.69%

1 Identifies the levels on which the Unit is located in its building, the number of intended bedrooms and the number of full or partial bathrooms

2 This calculation describes the *approximate* size of the Unit, measured from the interior wall surfaces, using the Condominium's policies concerning usable space, and adjustments for basement space. The Revised Survey Map and Plans contains the actual dimensions and square footage.

3 See Section 2.4 of the Declaration for method of calculation. There are no Limited Common Element parking or storage spaces as part of the Condominium. Parking and storage for each Unit are assigned to each Unit Owner from available Common Elements, and are subject to change.

Unit Number	Unit Data[1]	Unit Square Footage[2]	Allocated Interests[3]
D-3	Second floor and loft, 2 bedrooms, 2 baths	1192	5.45%
D-4	Second floor and loft, 2 bedrooms, 2 baths	1184	5.43%
E-1	Ground level, 2 bedrooms and 1 bath	924	4.85%
E-2	Ground level, 2 bedrooms and 1 bath	944	4.90%
E-3	Second floor and loft, 2 bedrooms, 2 baths	1210	5.48%
E-4	Second floor and loft, 2 bedrooms, 3 baths	1433	5.99%
			100.00%

REVISED EXHIBIT C

DESCRIPTION OF PROPERTY SUBJECT TO PHASED DEVELOPMENT AND RESERVED DECLARANT RIGHTS

1. PHASE 1 AND 2 PROPERTY

Lots 1, 2 and 3, City of Olympia Binding Site Plan No. 10-0022 OL, according to the record of survey recorded at Thurston County Auditor's File No. 4148171, records of Thurston County, Washington.

2. SUBSEQUENT PHASE PROPERTY

Lot 4, City of Olympia Binding Site Plan No. 10-0022 OL, according to the record of survey recorded at Thurston County Auditor's File No. 4148171, records of Thurston County, Washington.

3. DESCRIPTION OF ANY REAL PROPERTY (EXCEPT REAL PROPERTY SUBJECT TO DECLARANT'S RESERVED DEVELOPMENT RIGHTS) WHICH MAY BE ALLOCATED SUBSEQUENTLY AS LIMITED COMMON ELEMENTS:

None

4. DESCRIPTION OF REAL PROPERTY TO WHICH ANY DECLARANT'S RESERVED DEVELOPMENT RIGHTS APPLY:

Lots 1, 2, 3 and 4, City of Olympia Binding Site Plan No. 10-0022 OL, according to the record of survey recorded at Thurston County Auditor's File No. 4148171, records of Thurston County, Washington