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Clark County, WA

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**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND RESERVATIONS
FOR
AMHURST COMMONS CONDOMINIUM**

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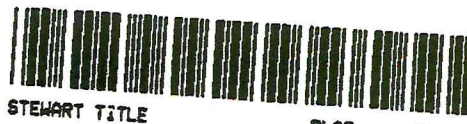
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EXHIBITS

- EXHIBIT A PERIMETER DESCRIPTION FOR AMHURST COMMONS
CONDOMINIUM
- EXHIBIT B LEGAL DESCRIPTION FOR PROPERTY THAT MAY BE ADDED TO
CONDOMINIUM



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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

LeAnne M. Bremer
Miller Nash LLP
500 East Broadway, Suite 400
PO Box 694
Vancouver, WA 98666-0694

Grantor : Aho Construction I, Inc.
Grantee : The Public
Abbreviated Legal : NW 1/4 Sec 17, T2N R2E
Assessor's Tax Parcel Nos. : 107976 and 107975
Prior Excise Tax No. :
Other Reference No(s) :

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND RESERVATIONS
FOR
AMHURST COMMONS CONDOMINIUM**

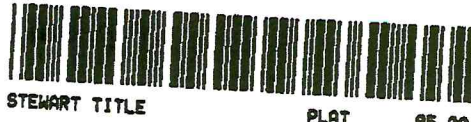
THIS DECLARATION is made and executed this 21ST of NOVEMBER
2003, by AHO CONSTRUCTION I, INC., the sole holder of fee simple title to the
Property hereinafter described, pursuant to the provisions of the Washington Condominium
Act, Chapter 64.34 of the Revised Code of Washington, as amended. The Survey Maps
and Plans for this Condominium are recorded in Volume 311 at Page 124 of
condominiums, Auditor's Recording Number 3763225, Clark County,
Washington.

WITNESSETH:

The purpose of this Declaration is to submit the Property to the condominium form
of ownership and use pursuant to the Act and to establish for Declarant's benefit and for the
mutual benefit of all future owners or occupants of the Property, or any part thereof, certain
easements and rights in, over and upon said Property and certain mutually beneficial
restrictions and obligations with respect to the use, occupancy and maintenance thereof.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND RESERVATIONS FOR AMHURST COMMONS CONDOMINIUM - 1

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Declarant intends that all Unit Owners, Mortgagees, occupants, and all other persons acquiring any interest in the Property within the Condominium shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth.

NOW, THEREFORE, all of the Property shall be held, used, conveyed, encumbered, leased, rented, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of the division of portions of the Property into Units and Common Elements and shall be deemed to run with the Property and bind and benefit Declarant, its successors and assigns, and any and all persons acquiring or owning an interest in and to any portion of the Property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE 1. DEFINITIONS. Certain terms, as used in this Declaration, shall be defined as follows, unless the context clearly indicates a different meaning thereof. Any terms used in this Declaration that are not herein defined shall have the meanings set forth in the Act.

1.1 "Act" shall mean the Washington Condominium Act, Chapter 64.34 of the Revised Code of Washington, as amended.

1.2 "Allocated Interests" means the undivided interests in the Common Elements appurtenant to each Unit, the Common Expense liabilities assigned to each Unit, and votes in the Association allocated to each Unit, or such of those attributes as are specified in this Declaration in conjunction with the use of such term.

1.3 "Assessments" means all sums chargeable by the Association against a Unit, including, without limitation (a) regular and special assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent accounts; and (c) costs of collection, including reasonable attorneys fees, incurred by the Association in connection with the collection of a delinquent Unit Owner's account.

1.4 "Association" shall mean the association of Unit Owners incorporated under the name of "Amhurst Commons Condominium Association," and its successors.

1.5 "Board of Directors" and "Board" shall each mean the governing body of the Association, elected pursuant to the Bylaws.

1.6 "Building" shall mean any structure upon the Property that contains Units.

1.7 "Bylaws" shall mean the Bylaws of the Association.

1.8 "Common Elements" shall consist of all those portions of the Property that are not part of the Units.

1.9 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.10 "Condominium" shall mean Amhurst Commons Condominium created by this Declaration.

1.11 "Declarant" shall mean Aho Construction I, Inc., a Washington corporation, or any other person so defined in the Act.

1.12 "Declaration" shall mean this instrument by which the Condominium is established pursuant to the Act.

1.13 "Development Rights" shall mean the rights reserved by the Declarant to add land, improvements or both to the Condominium, create Units, Common Elements, and Limited Common Elements within the Condominium, to subdivide Units or convert Units into Common Elements, withdraw portions of the Property from the Condominium and, at its election, to add a portion or all of the same to the Condominium thereafter, all as more specifically set forth in this Declaration.

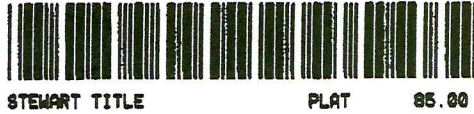
1.14 "Eligible Mortgagee" means the holder of a mortgage on a Unit that has filed with the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

1.15 "Limited Common Elements" means those portions of the Common Elements that are reserved or assigned for the use of the Unit Owners of one or more but less than all of the Units.

1.16 "Manager" shall mean a manager or other person or corporation engaged by the Board to assist in administration or management of the Condominium.

1.17 "Mortgage" shall mean a mortgage, deed of trust, security agreement, or real estate installment sales contract.

1.18 "Mortgagee" shall mean the mortgagee, beneficiary, creditor, secured party, or vendor in a Mortgage, including the assignees of the interests so held.



1.19 "Property" shall mean the entire parcel of real property described in Exhibit A attached hereto and all improvements, easements, rights and appurtenances now and hereafter belonging thereto and located thereon.

1.20 "Special Declarant Rights" shall mean the Declarant's rights to complete improvements indicated on Survey Maps and Plans; exercise any Development Rights; maintain sales offices, management offices, and signs advertising the Condominium and model Units; grant easements through the Common Elements for the purpose of making improvements on the Property or to provide access to and from other properties; and make the Condominium subject to a Master Association, all as more specifically set forth in this Declaration.

1.21 "Survey Maps and Plans" shall mean the survey maps and plans of the Condominium simultaneously recorded herewith, as amended, that are incorporated into this Declaration by this reference.

1.22 "Total Voting Power" shall mean all of the votes assigned to the Units, irrespective of other conditions precedent to voting and regardless of the number of votes represented at any meeting.

1.23 "Unit Owner" shall mean the person or persons holding legal record fee simple title to a Unit, or in the event any Unit is sold under a real estate installment sales contract, the record vendee or vendees under said contract, including any natural person, corporation, partnership, association, trustee or other legal entity.

1.24 "Units" shall mean those areas of a Building within the Property that are not owned by the Association or in common with all Unit Owners and are intended for use solely by the persons holding title thereto and their respective tenants, licensees, and invitees. "Unit" shall mean any one (1) of the Units.

ARTICLE 2. NAMES OF CONDOMINIUM AND ASSOCIATION. The name of the Condominium is the "Amhurst Commons Condominium." The name of the Association is the "Amhurst Commons Condominium Association."

ARTICLE 3. CERTIFICATE OF SUBSTANTIAL COMPLETION. The Declarant hereby certifies pursuant to RCW 64.34.200(2) that all of the structural components and mechanical systems of all buildings containing or comprising any Units that form a part of the Condominium have been substantially completed.



ARTICLE 4. DESCRIPTION OF PROPERTY. The legal description of the real property included in the Condominium is set forth in Exhibit A attached hereto.

ARTICLE 5. UNITS.

5.1 Number of Units. This Declaration creates four (4) Units. The Declarant reserves the right to create or add additional Units up to sixty-five (65) Units in the manner described in this Declaration.

5.2 Physical Characteristics of Units. Each Unit, in addition to having a fireplace, two covered parking spaces and two uncovered parking spaces, has the following physical characteristics set forth opposite its identifying number:

Unit Number	Undivided Common Expense Liability Interest	Approximate Gross Living Area Square Footage	Number of Bedrooms	Number of Baths
M62	¼	2,200	3	3.5
M63	¼	2,200	2	2.5
M64	¼	2,200	2	2.5
M65	¼	2,200	3	3.5

5.3 Unit Boundaries.

5.3.1 Interior Surfaces. The interior surfaces of perimeter walls, floors, and ceilings are designated as the boundaries of a Unit that is located in a Building. The face of the stud facing the interior of the Unit, drywall, and decorative and finished surface coverings are a part of the Unit, and all other portions of the walls, floors, or ceilings are a part of the Common Elements. All spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit and that are not otherwise defined herein as a Common or Limited Common Elements are part of such Unit. Each Unit shall be assigned two covered parking spaces and two uncovered parking spaces, all of which shall be considered part of that Unit.

5.3.2 Physical Boundaries Controlling. The physical boundaries of a Unit constructed in substantial accordance with the original Survey Maps and Plans thereof become its boundaries rather than the metes and bounds expressed in the Survey Maps and Plans, regardless of settling or lateral movements of the Buildings or minor variances between boundaries shown on the Survey Maps and Plans and those of the Buildings.

5.4 Alterations of Units. A Unit Owner may make any improvements or alterations to the Unit 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 or violate the use restrictions in this Declaration. After acquiring an adjoining Unit or an adjoining part of an adjoining Unit the Unit Owner may, with approval of the Board, remove or alter an 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 section is not a relocation of boundaries. The Unit Owner's request for Board approval shall include the plans and specifications for the proposed removal or alteration. The Board shall approve such request within sixty (60) days, unless the proposed alteration does not comply with the Act or this Declaration or otherwise impairs the structural integrity or mechanical or electrical systems in the Condominium or violates the use restrictions in this Declaration.

5.5 Subdivisions and Combinations of Units. In addition to any rights reserved by the Declarant in this Declaration, subdivisions and/or combinations of any Unit or Units are authorized as follows:

5.5.1 Owner Proposal. Any Unit Owner may propose to the Board in writing the subdividing or combining of any Unit or Units, and appurtenant Common Elements or Limited Common Elements. Complete plans and specifications shall accompany the proposal for accomplishing the same, a proposed amendment to this Declaration, and the Survey Maps and Plans covering such subdividing or combining. The Association shall then notify all other Unit Owners of the requested subdivision or combination.

5.5.2 Required Approvals. Upon written approval of such proposal by sixty-seven percent (67%) of the Unit Owners and sixty-seven percent (67%) of the Eligible Mortgagees, and of all Eligible Mortgagee(s) and Unit Owner(s) of the Unit(s) to be combined or subdivided, the Unit Owner(s) making the proposal may proceed according to such plans and specifications; provided, the Board may administer the work or the Board may require that provisions for the protection of other Units or Common Elements include reasonable deadlines for completion of the work and be inserted in the contracts for the work.

5.5.3 Allocated Interests. The Allocated Interest formerly allocated to the subdivided Unit shall be reallocated to the new Units in any reasonable and equitable manner prescribed by that Unit Owner of the subdivided Unit. The Allocated Interests of

the new Unit resulting from a combination of Units shall be the aggregate of the Allocated Interests formerly allocated to the Units being combined.

5.5.4 Amendments to Survey Maps and Plans. The Association shall obtain and record amendments to the Survey Maps and Plans and Declaration required by any subdivision or combination, which costs are to be paid for by the Unit Owners requesting such subdivision or combination.

5.6 Access to Common Elements and Public Streets. Each Unit has direct access to a portion of the Common Elements and all of the Common Elements have access to public rights of way. Unit Owners shall have unrestricted ingress to and egress from their respective Units.

5.7 No Lease of Unit Parking Spaces. Unit Owners shall not lease the parking spaces that are assigned to their respective Units except (1) in conjunction with and as a part of a lease of a Unit to a third party as permitted by this Declaration, (2) except for leases to another Unit Owner, or (3) except by mutual agreement between a Unit Owner and the Board.

ARTICLE 6. ALLOCATED INTERESTS. Except as set forth in Section 5.5.3, the Allocated Interests assigned to the Units shall be based upon a formula that, except for minor rounding adjustments and the like needed to total one hundred percent (100%) or to avoid minor distinctions, gives each Unit an approximately equal undivided fractional or percentage interest in the Common Elements and approximately equal liability for Common Expenses. Based upon such formula, each Unit is assigned the allocated expense indicated in Section 5.2, which is subject to change as the number of Units in the Condominium are adjusted.

ARTICLE 7. COMMON ELEMENTS.

7.1 Description. All portions of the Property that are not a part of the Units shall be Common Elements.

7.2 Conveyance and Encumbrance of Common Elements.

7.2.1 Required Approvals. Portions of the Common Elements that are not necessary for the habitability of any Unit may be conveyed or subjected to a security interest by the Association if the Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant or an affiliate of Declarant and sixty-seven

percent (67%) of the Eligible Mortgagees as set forth in Section 19.8(b), agree to that action; but all of the Unit Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale or financing of any portion or all of the Common Elements are an asset of the Association.

7.2.2 Agreement. An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratification thereof, in the same manner as a deed by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratification thereof must be recorded in Clark County, Washington and shall be effective upon recording.

7.2.3 Association's Authority. The Association shall have all powers necessary and appropriate to effect the conveyance or encumbrance authorized pursuant to this section, including the power to execute deeds or other instruments.

7.2.4 Rights of Support. A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Unit of its rights of support.

7.2.5 Prior Encumbrances. A conveyance or encumbrance of Common Elements pursuant to this section shall not affect the priority or validity of preexisting encumbrances.

7.3 Incorporation of Common Element Into Unit. The Unit Owners of the Units to which at least sixty-seven percent (67%) of the Total Voting Power is allocated, including the Unit Owner of the Unit to which the Common Element will be incorporated, must agree to incorporate a Common Element into an existing Unit. Such incorporation shall be reflected in an amendment to this Declaration and the Survey Maps and Plans.

7.4 Other Common Element Conveyances without Unit Void. An individual interest in the Common Elements may not be conveyed, encumbered, sold or transferred, voluntarily or involuntarily, except as a part of a conveyance, encumbrance, sale or transfer of the Unit to which it is appurtenant, and any attempt to do so without such a Unit transfer shall be void.

ARTICLE 8. LIMITED COMMON ELEMENTS.

8.1 Description. The Limited Common Elements each form portions of the Property legally described herein and shall consist of the following, all of which, to the

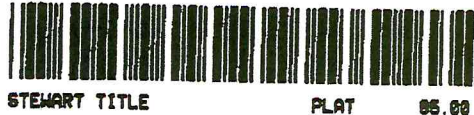
extent not otherwise stated, are allocated solely to the Unit to which they are the most immediately adjacent or are herein assigned:

- (a) All portions of the Property designated as Limited Common Elements by the Act;
- (b) If any chute, flue duct, wire, conduit, bearing wall, bearing column, water meter, water service line, sewer service line, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit or less than all Units is a Limited Common Elements allocated solely to that Unit;
- (c) Any shutters, awnings, window boxes, doorsteps, stoops and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside the Unit's boundaries;
- (d) The deck or patio that is adjacent to each Unit, the boundaries of said deck or patio being defined by the interior surfaces of the walls or railings, floor, and ceiling (if any); and
- (e) Parking areas as shown on the Survey Maps and Plans.

8.2 Reservation of Use. The Limited Common Elements are reserved for the exclusive use of the Unit Owners of the Units to which they are assigned in the Act and this Declaration and such Owners' respective tenants, invitees and licensees. No portion of any of the Property may be reallocated as Limited Common Elements except as provided in this Declaration or Acts.

8.3 Leasing and Transfer of Limited Common Elements.

8.3.1 Reallocation Between Units. Except as provided in Section 11.6.1, a Limited Common Element may only be reallocated between Units with the approval of the Board and by an amendment to this Declaration executed by the Unit Owners of, and approved in writing by the Mortgagees holding Mortgages against, the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Unit Owner or Owners under this section within sixty (60) days unless the proposed reallocation does not comply with the Act or this Declaration. The amendment shall be recorded in the names of the parties and of the Condominium.



8.3.2 Conversion of Common Element to Limited Common Element.

The Unit Owners of the Units to which at least sixty-seven percent (67%) of the Total Voting Power is allocated, including the Unit Owner of the Unit to which the Limited Common Element will be assigned, must agree to convert a Common Element to a Limited Common Element. Such conversion shall be reflected in an amendment to this Declaration and the Survey Maps and Plans.

8.3.3 Conversion of Limited Common Element to Common Element.

The Unit Owners of the Units to which at least sixty-seven percent (67%) of the Total Voting Power is allocated, including the Unit Owner of the Unit to which the Limited Common Element has been assigned, must agree to convert a Limited Common Element to a Common Element. Such conversion shall be reflected in an amendment to this Declaration and Survey Maps and Plans.

8.3.4 Incorporation of Limited Common Elements into Unit.

The Unit Owners of the Units to which at least sixty-seven percent (67%) of the Total Voting Power is allocated, including the Unit Owner of the Unit to which the Limited Common Element will be incorporated, must agree to incorporate a Limited Common Element into an existing Unit. Such incorporation shall be reflected in an amendment to this Declaration and the Survey Maps and Plans.

ARTICLE 9. EASEMENTS.

9.1 In General. Each Unit has an easement in and through each other Unit for all support elements and utility, wiring, duct, heating, ventilation, air conditioning, service elements, fireplaces, and associated flues and chimneys, and for reasonable access thereto, as required to effect and continue proper operation of each Unit.

9.2 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and such portions of the Common Elements as are adjacent thereto and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Elements or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, a Unit Owner, occupant, or the Association.

9.3 Easements for Utilities, Etc.

9.3.1 There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit A or Exhibit B, the Association, and the designees of each (which may include, without limitation, The City of Vancouver, Washington, a LID, and any utility), blanket easements upon, across, over, and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, entry features, all other portions of the Common Elements, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit, shall be made only after reasonable notice to the Unit Owner or occupant thereof.

9.3.2 Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Units and the Common Elements for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Association's Board of Directors or as provided by the Declarant.

9.3.3 Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Property without conflicting with the terms hereof. The easements that are provided for herein shall in no way adversely affect any other recorded easement on the Property.

9.4 Easement for Future Development. The Declarant and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees, and mortgages, shall have and there is hereby reserved an easement over the Common Elements for the purposes of enjoyment, use, access, and development of the property described in Exhibit B attached hereto and by this reference incorporated herein, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Elements for construction of roads and for tying in and installation of utilities on such property. Declarant agrees that it, its successors or assigns, shall be responsible for any damage caused to the Common Elements as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to the

property described in Exhibit B and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors, or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property. Such agreement shall provide for sharing of costs based on the ratio that the number of residential dwellings on that portion of property that is served by the easement and is not made subject to this Declaration bears to the total number of residential dwellings within the Property and on such portion of the property described in Exhibit B.

ARTICLE 10. USE RESTRICTIONS.

10.1 General Purposes. All of the Units initially created by this Declaration and any additional Units constructed on that portion of the Property described in ARTICLE 5 hereto so long as it remains as part of the Condominium shall be used exclusively for residential purposes and normal and customary accessory purposes and by the Declarant for the purposes reserved herein as Special Declarant Rights and no commercial uses shall be allowed within the Units even if permitted under the applicable zoning laws, except as otherwise provided in this Declaration.

10.2 Structural Alterations. The Unit Owners shall not, without first obtaining written consent of the Board, make or permit to be made any structural alteration, improvement, or addition in or to its Unit or in or to the exterior of the Buildings or any of the Common Elements.

10.3 Common Element Uses and Alterations. Except as otherwise set forth in this Declaration, the Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective Unit Owners or lessees residing therein, and their guests and other authorized visitors, and for such other purposes that are incidental to the use of the Units. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner. Nothing shall be altered or constructed in, or (except for a Unit Owner's personal property) removed from, the Common Elements except upon the written consent of the Board and after following procedures required herein or by law.

10.4 Architectural Standards. All dwellings constructed on any portion of the Property shall be built in accordance with plans and specifications approved by the City of Vancouver, Washington.

10.4.1 This Section 10.4 shall not apply to the activities of the Declarant nor to construction, improvements, or modifications to the Common Elements by or on behalf of the Association.

10.4.2 The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Declaration. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any Unit or other Property subject to this Declaration or subject to annexation to this Declaration.

10.5 Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) consisting of at least three (3) and no more than five (5) persons, all of who shall be appointed by, and shall serve at the discretion of, the Board of Directors. Members of the MC may include architects or similar professionals who are not members of the Association. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.

10.5.1 The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice. In addition, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of a Unit Owner to remodel the interior of its Unit or to paint the interior of its Unit any color desired; provided, modifications or alterations to the interior of a Unit's screened porches, patios, and similar portions of a Unit visible from outside the Unit shall be subject to approval hereunder. In the event that the MC fails to approve or disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

10.5.2 The approval by the MC of any proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatsoever subsequently or additionally submitted for approval or consent.



10.5.3 The MC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations of the Association or its MC. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

10.5.4 Any contractor, subcontractor, agent, employee, or other invitee of a Unit Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the MC may be excluded by the Board from the Property without liability to any person, subject to the notice and hearing procedures contained in this Declaration.

10.5.5 Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the Declarant, the Association, the Board of Directors, or any committee or member of any of the foregoing shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, or any committee or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

10.6 Use Restrictions. The Property shall be used only for residential, recreational, and related purposes that may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association as may more particularly be set forth in this Declaration and any amendments hereto. Any Supplemental Declaration or additional covenants imposed on the property within any neighborhood may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards. The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Property, in addition to those contained herein, and to impose reasonable user fees for use of Common Elements. Such regulations and use restrictions shall be binding upon all Unit



Owners, occupants, invitees, and licensees, if any, until and unless overruled, canceled, or modified in a regular or special meeting of the Association.

10.6.1 Signs. No sign of any kind shall be erected within the Property without the written consent of the Board of Directors, except entry and directional signs installed by Declarant. If permission is granted to any person or entity to erect a sign within the Property, the Board reserves the right to restrict the size, color, lettering, and placement of such sign. The Board of Directors or Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Notwithstanding the above, no signs, flags, banners, or similar items advertising or providing directional information with respect to activities being conducted outside the Property shall be permitted within the Property.

10.6.2 Parking and Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile and motor homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles that are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. For purposes of this section, a vehicle shall be considered "stored" if it is put up on blocks or covered with tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Elements. Prohibited vehicles include trucks over one (1) ton in size. There shall be no parking of any vehicles in any of the alleys within the Property. Any vehicle parked in violation of this section or other parking rules promulgated by the Board may be towed in accordance with the Bylaws.

10.6.3 Occupants Bound. All provisions of the Declaration and Bylaws, and of any rules and regulations or use restrictions promulgated pursuant thereto that govern the conduct of Unit Owners and that provide for sanction against Unit Owners, shall also apply to all occupants, guests and invitees of any Unit. Every Unit Owner shall cause all occupants of its Unit to comply with this Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Elements caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto.



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10.6.4 Animals and Pets.

10.6.4.1 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that no more than a total of two (2) dogs, cats, and usual and common household pets may be permitted in a Unit.

10.6.4.1.1 Excluded from the foregoing restriction shall be birds, fish, small reptiles, and small animals that are kept in cages or tanks that are permanently kept within the interior of a Unit.

10.6.4.1.2 The Unit Owner may apply to the Board of Directors to increase the maximum number of two (2) household pets set forth above if the increased number and the type of household pet or pets would not be reasonably objectionable to the neighboring Unit Owners or other Units in the vicinity. The Board, in its sole discretion, may grant such applications subject to such terms, conditions, and modifications as the Board may determine to be appropriate to accomplish the intent and purpose of this Article.

10.6.4.2 Provided, however, and notwithstanding anything to the contrary set forth above, those pets that are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the other Unit Owners or the owner of any portion of the Property shall be removed upon request of the Board. If the Unit Owner fails to honor such request, the Board may remove the pet.

10.6.4.3 No pets shall be kept, bred, or maintained for any commercial purpose.

10.6.4.4 Dogs shall, at all times when they are outside of a Unit, be confined on a leash held by a responsible person.

10.6.4.5 Cats may not be allowed to wander freely in the Common Elements. Cats must be restricted to its owner's Unit or under the control of a responsible person when outside the Unit.

10.6.5 Quiet Enjoyment.

10.6.5.1 No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing, or material

shall be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

10.6.5.2 No noxious, illegal, or offensive activity shall be conducted on any portion of the Property nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plant, animal, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted on or within the Property.

10.6.6 Unsightly or Unkempt Conditions. It shall be the responsibility of each Unit Owner to prevent any unclean, unhealthy, unsightly, or unkempt condition of its Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be undertaken on any part of the Property.

10.6.7 Satellite Dishes. Satellite dishes that are 39.4 inches (1 meter) or less in diameter may be installed solely on individually owned property of a Unit. Satellite dishes shall be located in a place shielded from view from other Units or homes, from streets, or from outside the Property to the maximum extent possible. If acceptable-quality signals may be received from more than one location, the satellite dish must be located in the least visible conforming location. If an installation cannot comply with the previous section because the installation would unreasonably delay, increase the cost, or preclude reception of acceptable-quality signals, the Unit Owner must ensure that the installation location is as close to a conforming location as possible.

10.6.8 Basketball Equipment. No permanent or portable basketball hoops and backboards may be placed or used on the streets, alleys, sidewalks, or driveways within the Property.

10.6.9 Clotheslines, Garbage Cans, Tanks, Etc. Clotheslines, garbage cans, aboveground storage tanks, mechanical equipment, and other similar items at a Unit shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash and garbage shall be stored in appropriate containers approved pursuant to this Declaration, shall regularly be removed from the Property, and shall not be allowed to accumulate thereon. Garbage and recycling

containers must be screened from view at all times with the exception of the night before and the day of collection.

10.6.10 Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and any other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this section.

10.6.11 Pools. Permanent or temporary aboveground swimming pools erected, constructed, or installed by a Unit Owner on any portion of the Property must be approved pursuant to this Declaration.

10.6.12 Irrigation. No sprinkler or irrigation systems of any type shall be installed, constructed or operated within the Property unless prior written approval has been received from the MC, as appropriate. All irrigation systems to be installed that are connected to a public or potable water supply must include the necessary back flow control devices. Provided, however, this section shall not apply to the Declarant, and it may not be amended without Declarant's written consent so long as Declarant has the right to add property or phases in accordance with this Declaration.

10.6.13 Sheds, Tents, Trailers, and Temporary Structures. Except as may be permitted by this Declaration, the MC, or the Board of Directors, no tent, utility shed, shack, trailer, camper, or other structure of a temporary or permanent nature shall be placed upon a Unit or any part of the Property. Approval in accordance with this Declaration is required.

10.6.14 Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than the Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across the Property for altering drainage and water flow. Septic tanks and drain fields are prohibited on the Property.

10.6.15 Tree Removal. No trees planted by the Declarant or the Association shall be removed without the prior approval of the Board of Directors.

10.6.16 Sight Distance at Intersections. All property located at street intersections shall be landscaped to permit a clear line of vision across the street corners.

No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

10.6.17 Air Conditioning Units.

10.6.17.1 Central Air Conditioning. All cooling units installed by persons other than the Declarant must be screened from view from the street by being placed behind a fence or by planting decorative shrubs in front of the air conditioning unit. All pipes running up the side of or otherwise into a Unit must be painted or covered to match the exterior color of the Unit.

10.6.17.2 Window Air Conditioning Units. Window air conditioning units may be placed in windows that are not visible from the street. If a stand or brace is needed, it must match the exterior color of the Unit and must be aesthetically pleasing. Clear plexiglass or form-fitting glass only must be placed in the window above the air conditioning unit. Window air conditioning units are allowed in the summer months only, between June 1 and September 31. Window air conditioning units must be removed and the exterior of the Unit returned to its prior condition throughout the remainder of the year.

10.6.18 Window Coverings. For the purpose of maintaining uniformity of appearance on the exterior of the Units, and unless otherwise approved by the Board of Directors or its MC, window coverings for windows visible from the street or Common Elements shall be in white, neutral, or light colors.

10.6.19 Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with this Declaration.

10.6.20 Artificial Vegetation, Exterior Sculptures, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Property. Exterior sculptures, fountains, flags, and similar items must be approved in accordance with this Declaration.

10.6.21 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit or any other portion of a Unit Owner's property unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the MC, as appropriate.

10.6.22 Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Property shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.

10.6.23 Fences and Other Barriers. No hedges, walls, dog runs, animal pens, or fences of any kind shall be permitted at any Unit or on any Limited Common Element associated with a Unit except as approved in accordance with this Declaration.

10.6.24 Business Use.

10.6.24.1 No trade or business may be conducted in or from any Unit, except that a Unit Owner or other occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. Garage sales, moving sales, rummage sales, or similar activities may be allowed only with a prior grant of permission by the Board.

10.6.24.2 The terms "business" and "trade," as used in this section, shall be construed to have their ordinary, generally-accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves the provision of goods or services to persons other than the provider's family and for which the provider of the goods or services receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development and sale of the Property or its use of any Units that it owns within the Property, including the operation of a timeshare or similar program.

10.6.25 On-Site Fuel Storage. No on-site storage of gasoline, heating, or other fuels shall be permitted on any part of the Property, except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers

and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.

10.6.26 Leasing of Units.

10.6.26.1 Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Unit Owner for which the Unit Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

10.6.26.2 General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases for Units unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than one (1) year, except with the prior written consent of the Board of Directors. The Unit Owner shall give notice of any lease, together with such additional information as may be required by the Board, to the Board within ten (10) days of execution of the lease. The Unit Owner must make available to the lessee copies of this Declaration, the Bylaws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

10.6.26.3 Lease Provisions. Any lease of a Unit in the Property shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Unit Owner covenants and agrees that if such language is not expressly contained therein, then such language shall be deemed incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the language in Section 10.6.26.4 into the lease.

10.6.26.4 Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee agrees to abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. The Unit Owner agrees to cause all occupants of its Unit to comply with the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and is responsible for all violations thereof and resulting losses or damages caused by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the

Board, the Unit Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit. Any lessee charged with a violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto is entitled to the same procedure to which a Unit Owner is entitled to the imposition of a fine or other sanction.

10.6.26.5 Use of Common Elements. The Unit Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Unit Owner has to use the Common Elements and Limited Common Elements, including, but not limited to, the use of any and all common facilities and amenities.

10.6.27 Laws and Ordinances. Every Unit Owner and occupant of any Unit, themselves, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Property and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances, and rules.

10.6.28 Skateboards, Skates, Scooters. No skateboards, skates, scooters, or similar type equipment may be used on the streets, alleys, sidewalks, or driveways within the Property.

ARTICLE 11. SPECIAL DECLARANT RIGHTS.

11.1 Declarant's Completion of Improvements. The Declarant, its agents, employees and contractors shall have the right to complete improvements and otherwise perform work authorized by this Declaration, indicated on the Survey Maps and Plans, authorized by land use and building permits, provided for under any purchase and sale agreement between the Declarant and a Unit purchaser necessary to satisfy any express or implied warranty under which the Declarant is obligated, or otherwise authorized or required by law.

11.2 Declarant's Permitted Uses. In addition to the uses otherwise permitted by this Declaration, the Declarant, or its agents, employees, and contractors, may establish and maintain in any Unit owned by the Declarant and in any of the Common Elements (other than Limited Common Elements assigned to Units not owned by the Declarant) such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction, sale or rental of Units and appurtenant interest, including but not limited to business offices, management offices, sales offices, construction offices, storage areas, signs, model units, and parking areas for all agents, employees, contractors, and prospective tenants or purchasers. Any such facilities not designated a Unit or Limited



Common Element by this Declaration is a Common Element and, when the Declarant ceases to be a Unit Owner, the Declarant's rights to use them for the purposes enumerated above shall terminate, except that the Declarant shall have the right to promptly remove all of the Declarant's and its agents' and employees' property from such areas. The Declarant may maintain signs on the Common Elements advertising the Condominium. The provisions of this section are subject to the provisions of other state laws and local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by the Declarant in the exercise of its sole discretion; provided, however, the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of such Owner's Unit and appurtenant Limited Common Elements and those portions of the Common Elements reasonably necessary to use and enjoy such Unit and Limited Common Elements.

11.3 Declarant's Subdivisions and Combinations. The Declarant shall have the right to subdivide or combine Units owned by the Declarant or convert Units or portions of Units owned by Declarant into Common Elements. Whenever the Declarant exercises a Development Right to subdivide, combine, or convert a Unit into additional Units, Common Elements, or both:

- (a) If the Declarant converts the Unit entirely to Common Elements, the amendment to this Declaration must reallocate all of the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation.
- (b) If the Declarant subdivides the Unit into two or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to this Declaration must reallocate all of the Allocated Interests of the Unit among the Units created by the subdivision of the Unit in any reasonable and equitable manner prescribed by the Declarant.
- (c) If the Declarant combines two or more Units, the amendment to this Declaration must reallocate to the new Unit all of the Allocated Interests formerly allocated to the Units so combined.

11.4 Combination with Larger Project. By executing and recording amendments to this Declaration and the Survey Maps and Plans, the Declarant, together with the persons holding interests in the other property with which the Condominium is to be merged to the extent required by law, shall have the right to make this Condominium part of a larger condominium or development, whereupon the Units' Allocated Interests shall be

reallocated as of the date the amendment to this Declaration that so provides is recorded by giving each Unit approximately equal fractional or percentage liability for Common Expenses and by assigning one vote in the Association to each Unit.

11.5 Submission to Master Association. The Declarant shall have the right to make this Condominium subject to a Master Association as provided in the Act.

11.6 Development Rights. The Declarant, for itself and any successor Declarant, has reserved the following Development Rights:

11.6.1 Reallocation of Limited Common Elements. The Declarant reserves the right to reallocate Limited Common Elements with respect to and among Units that have not been conveyed by the Declarant.

11.6.2 Development in Phases.

11.6.2.1 Right to Phase. This Condominium may be developed and established in more than one (1) phase. The first phase shall have sixteen (16) Units ("Phase 1"). Additional phases may include additional Units up to sixty-five (65) Units. This Declaration provides a description of the land within additional phases in Exhibit B, and the Units and Buildings in Phase 1 as described in Exhibit A. The Survey Maps and Plans depict and are certified as-built with respect to Phase 1; a survey of the surface of the Phase 1 land; the location of the Phase 1 Buildings; and the Plans of the Phase 1 Buildings showing as to each Unit in Phase 1 the vertical and horizontal boundaries and the location, number and dimensions of such Units. The provisions regarding Phase 1 shall be effective immediately to establish Phase 1, including the Phase 1 land, and all Units, Buildings, and other improvements constructed thereon, as a condominium under the Act. The provisions regarding subsequent phases shall not be effective to establish subsequent phases as a condominium under the Act until the Declarant records an amendment to this Declaration, and an amendment to the Survey Maps and Plans, if necessary, pursuant to this Declaration and the Act.

11.6.2.2 Amendments to Declaration and Survey Maps and Plans to Add Buildings. For each phase following the Phase 1, the Declarant shall execute and record an amendment to this Declaration stating that said subsequent phase, including all Units, Buildings and other improvements thereon, are established as a condominium under the Act. From and after the recording of said amendment, all of the Units, Buildings and other improvements constructed on the property described in Exhibit B shall constitute a condominium pursuant to the Act and the provisions of this Declaration. In conjunction with said amendment to this Declaration, an updated or revised Survey Maps or Plans, or

both, shall be recorded if the then existing Survey Maps and Plans and all recorded amendments thereto affecting or describing said subsequent phase lack the detail, certification or other matters required under the Act. The Declarant shall be the initial Unit Owner of any Units thereby created. The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all of the Units in accordance with the formula herein set forth. The amendment shall describe any Common Elements and any Limited Common Elements thereby created, if any, and, in the case of Limited Common Elements, designate the Unit to which each is allocated to the extent required by the Act. Development Rights may be reserved within any real property added to the Condominium if the amendment and Survey Maps and Plans adding that real property includes all matters required by the Act therefor, but such a reservation shall not extend the time limit for the exercise of Development Rights imposed by this Declaration.

11.6.2.3 Adjustments of Allocated Interests. The Allocated Interests assigned to the Units shall be adjusted by the means described in this Declaration hereof as of the date the amendment referred to in Section 11.6.2.2 is recorded.

11.6.2.4 Completion. If electing or required to do so, the Declarant shall complete subsequent phases in accordance with the plans and specifications prepared from time to time by or for the Declarant and as approved from time to time by governmental authorities having jurisdiction and by the lender or lenders financing the construction of subsequent phases. The physical characteristics of the improvements within subsequent phases shall be reasonably consistent with improvements in prior phases in terms of structure type and quality of construction. All improvements for subsequent phases shall be substantially completed before such phase is incorporated into this Condominium.

11.6.2.5 Assessments Based on Allocated interests for Phases. Upon the addition of any Units to the Condominium the Board shall recompute the Association's budget and the Assessments and thereafter impose Assessments based upon the amended Allocated Interests for Common Expense liability.

11.6.2.6 Easements for Phased Development. The Declarant reserves a nonexclusive easement upon, over, under, and across all land comprising this Condominium for ingress and egress and the right to extend, expand, and tie into all driveways, parking areas, and sidewalks, and water, sewer, storm sewer, electrical, gas, telephone or other utility lines, and recreational facilities. Such reservations are for completing and operating subsequent phases to this Condominium or developing and

operating portions of the Property for other purposes if not completed as a Condominium phase.

11.6.2.6.1 The Declarant shall bear the cost of tie-ins to said utilities and roads and will not connect with said utilities in a manner that impairs or significantly reduces the utility service to the land described as Phase 1 or for any land added to this Condominium as a subsequent phase.

11.6.2.6.2 The Declarant may maintain such signs as the Declarant deems necessary for the identification of the name, location and direction, and for the sale or renting of improvements, regardless of whether such improvements are located on land that is within a subsequent phase of this Condominium or on land that the Declarant under powers reserved hereunder has elected not to develop as a phase of this Condominium.

11.6.2.7 Liens Arising in Connection with Phases. At the time an amendment incorporating a subsequent phase into the Condominium is recorded, no lien arising in connection with the Declarant's construction of improvements upon the subsequent phase land will adversely affect the rights of the then existing Unit Owners or the priority of Mortgages on Units in the Property that is not part of such added phase.

11.7 Limitations Upon Special Declarant Rights.

11.7.1 Initially, this Condominium shall include sixteen (16) Units. The total number of Units in any Buildings that comprise the Condominium shall be sixty-five (65) residential Units.

11.7.2 Notwithstanding any other provision of this Declaration, the Declarant's right to add phases by amendments under this Declaration shall expire fifteen (15) years after the date this Declaration is first recorded.

11.7.3 No portion of the Property that is subject to withdrawal as described in this Declaration, the Survey Maps and Plans, or any amendment thereto may be withdrawn if a Unit in that portion of the Property is owned by a person other than the Declarant.

11.8 No Sequence or Timing Constraints. Any Development Right may be exercised with respect to different parcels of real property at different times, and no assurances are made as to final boundaries of such parcels or as to the order in which those parcels may be subjected to the exercise of each Development Right. Even though a

Development Right is exercised in any portion of the Property that is subject to that right, that right need not be exercised in all or in any other portion of the Property.

11.9 Termination of Development Rights. Except as otherwise provided in this Declaration, the Development Rights and Special Declarant Rights shall continue until the Declarant voluntarily terminates any or all of the Development Rights and Special Declarant Rights at any time by recording an amendment to the Declaration that specifies that right is thereby terminated.

11.10 Liability for Damage. The Declarant shall promptly repair and restore any portion of the Condominium damaged by the exercise of its Development Rights and as otherwise required by the Act.

11.11 Liability for Unsold Units. If and so long as the Declarant owns any Units in or added to the Condominium, the Declarant shall be the Unit Owner with respect to such Unit and as such shall enjoy the same rights and be subject to the same duties as would be held or assumed by any other person owning such Unit.

ARTICLE 12. ASSOCIATION.

12.1 Incorporation. The Association defined in Section 1.4 shall be incorporated as a Washington nonprofit corporation.

12.2 Membership. Each Unit Owner (including Declarant) shall be a member of the Association so long as it shall own a Unit in the Condominium, and such membership shall automatically terminate when a Unit Owner ceases to own a Unit. The Association's members shall consist exclusively of the Unit Owners.

12.3 Transfer of Membership. The membership of each Unit Owner (including Declarant) in the Association shall be appurtenant to the Unit giving rise to such membership and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to said Unit and then only to the transferee of title to such Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Unit Owner thereof.

12.4 Authority of Association.

12.4.1 Enumerated Powers. The Association, acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the

Unit Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under and subject to the Act and this Declaration, including, without limitation, the right and authority to:

- (a) Adopt and amend Bylaws, rules, and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments from Unit Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
- (d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;
- (g) Cause additional improvements to be made as a part of the Common Elements;
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, which is a part of or adjacent to the Property, but Common Elements may be conveyed or subject to a security interest only pursuant to the provisions of this Declaration;
- (i) Grant permits, easements, leases, licenses, and concessions through or over the Common Elements for utilities, roads, and other purposes necessary for the proper operation of the Condominium, as well as petition for or consent to the vacation of streets and alleys;
- (j) Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements (other than

Limited Common Elements) and for services provided to Unit Owners;

- (k) Impose and collect charges for the late payment of Assessments and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and, in accordance with such procedures as provided in this Declaration, or Bylaws or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Unit Owners for violations of this Declaration, Bylaws, and rules and regulations of the Association;
- (l) Impose and collect reasonable and lawful charges for the preparation and recording of amendments to this Declaration, resale certificates and updates thereof and statements of unpaid Assessments;
- (m) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;
- (n) Assign its right to future income, including the right to receive Assessments, but only to the extent this Declaration so provides;
- (o) Exercise any other powers conferred by the Act, this Declaration or the Bylaws;
- (p) Exercise all other powers that may be exercised in this state by the same type of corporation as the Association;
- (q) Exercise any other powers necessary and proper for the governance and operation of the Association;
- (r) Maintain and repair any Unit, its appurtenances and appliances if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or to preserve the appearance and value of the Condominium, and the Unit Owner of said Unit has

failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Unit Owner; provided that the Board shall levy a special charge against the Unit of such Unit Owner for the cost of such maintenance or repair; and

- (s) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof that is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorneys' fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Unit Owners and the Units responsible to the extent of their responsibility.

12.4.2 Limitations upon Capital Expenditures. The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing, or replacing portions of the Common Elements) having a total cost in excess of Forty Thousand Dollars (\$40,000), without first obtaining the affirmative vote of a majority of Unit Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Unit Owners; provided that any expenditure or contract for each capital addition or improvement in excess of One Hundred Thousand Dollars (\$100,000) must be approved by Unit Owners having not less than eighty percent (80%) of the Total Voting Power.

12.4.3 Limitations upon Business Activities. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Unit Owners or any of them.

12.4.4 Termination of Contracts and Leases. If entered into before the initial Board elected by the Unit Owners takes office, (a) any management contract, employment contract, or lease of recreational or parking areas, or facilities, (b) any other management contract between the Association and the Declarant or an affiliate of the

Declarant, or (c) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing may be terminated without penalty by the Association at any time after the Board elected by the Unit Owners takes office upon not less than ninety (90) days' notice to the other party or within such lesser notice period provided for without penalty in the contract or lease. This section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this section.

12.4.5 Borrowing by Association. In the discharge of its duties and the exercise of its powers as herein set forth, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Unit Owner thereof) for said Unit's pro rata share of said borrowed funds and the obligation to pay said pro rata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit. Provided, that the Unit Owner of a Unit may remove said Unit and its Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of the Allocated Interest in Common Elements Liability attributable to such Unit. After any such payment, discharge, or satisfaction, the Unit and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce lienor's rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.

12.5 Bylaws. Bylaws (and amendments thereto) for the administration of the Association and the Property and for other purposes not inconsistent with the Act or this Declaration shall be adopted by the Board.

12.6 Meetings, Notices and Quorums. The annual and special meetings of the Association and the Board and all procedures therefor, including required notices and quorums, shall be set forth in the Bylaws.

12.7 Voting.

12.7.1 Number of Votes. The Total Voting Power in the Association shall be the sum of all the votes assigned to the Units. Each Unit shall be assigned one vote.

12.7.2 Method of Voting. The means by which votes in the Association shall be cast and recognized, including voting by proxy, shall be set forth in the Bylaws.

12.7.3 Percentage of Unit Owners or Eligible Mortgagees. For purposes of determining the percentage of voting power for approving a proposed decision or course of action in cases where a Unit Owner owns, or an Eligible Mortgagee holds Mortgages on, more than one Unit, such Unit Owner shall be deemed a separate Unit Owner for each such Unit so owned and such Eligible Mortgagee shall be deemed a separate Mortgage so held.

12.8 Management by Board. Except as otherwise provided in this Declaration, the Bylaws, and the Act, the Board shall act on behalf of the Association.

12.9 Limitation of Board's Liability. A director of the Association shall not be personally liable to the Association or its members for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, or (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If the law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then, the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the law, as so amended. Any repeal or modification of the foregoing sections by the directors or members of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

12.10 Indemnification. The Association shall have the power and authority but not the obligation to indemnify the directors and officers of the Association, either existing or former, who may be party to any proceeding by reason of being or having served in such capacity on behalf of the Association, against any judgment, penalties, fines, settlements and reasonable expenses including legal fees actually incurred by such director or officer in connection with such proceeding, to the full extent provided in RCW 23B.08.500, et seq., and RCW 24.03.043, or any amendments or restatements thereof. The Association shall also have the power and authority but not the obligation to provide indemnification to any employee or agent of the Association as allowed by law.

12.11 Arbitration. In the event of a dispute among the Unit Owners that cannot be resolved through the voting procedures provided for under the Declaration and the Act, or by mere compliance with the provisions of the Declaration and the Act, such dispute shall be determined by an arbitrator in an arbitration proceeding. Such proceeding shall be

conducted as expeditiously as possible and in accordance with the rules of the American Arbitration Association. The Board of Directors shall appoint the arbitrator. However, if no such arbitrator is so appointed or approved, then any Unit Owners may cause the appointment of an arbitrator by appropriate petition to the Clark County Superior Court. Such arbitrator shall be neutral and independent and an attorney licensed to practice law in the State of Washington and have reasonable prior experience with condominium law and practice. All of the costs associated with the arbitration proceeding shall be paid by the Association as a Common Expense; provided, however, the legal fees of any attorney retained by an individual Unit Owner shall be paid by such Unit Owner. The ruling of the arbitrator shall be consistent with the Declaration and the Act, but otherwise shall be final and binding upon the Unit Owners.

12.12 Association's Records and Funds.

12.12.1 Records and Audits. The Association shall keep financial records sufficiently detailed to enable the Association to provide resale certificates. The Association shall keep current copies of the Declaration, the Association's Articles of Incorporation, Bylaws, and rules and regulations. All financial and other records, including, but not limited to, checks, bank records, and invoices, shall be the property of the Association. All of the items referred to in this section and the Association's books, records and financial statements shall be made available for examination and copying by the manager, a Unit Owner, a Unit Owner's authorized agent, and all Mortgagees during normal business hours. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. If this Condominium consists or hereafter consists of fifty (50) or more Units, the financial statements of the Condominium shall be audited at least annually by a certified public accountant. If this Condominium consists of fewer than fifty (50) Units, an annual audit is also required but may be waived annually by Unit Owners (other than the Declarant) of Units to which sixty percent (60%) of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

12.12.2 Name of Accounts. The funds of the Association shall be kept in accounts under the name of the Association.

12.12.3 Fund Commingling. The funds of the Association shall not be commingled with the funds of any other Association, or with the funds of any Manager or any other person responsible for the custody of such funds.

12.12.4 Reserve Funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the

issuance of checks, shall require the signature of at least two (2) persons who are officers or directors of the Association.

12.13 Association as Trustee. With respect to a third person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third person is not bound to inquire whether the Association has power to act as trustee or is properly exercising its trust powers. A third person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

ARTICLE 13. ASSESSMENTS.

13.1 Unit Owner's Obligations. Each Unit Owner shall be obligated to pay its share of Assessments for Common Expenses and other special charges made pursuant to the Act, this Declaration, and the Bylaws to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner that the Board shall designate. No Unit Owner may exempt itself from liability for payment of Assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Unit Owner's Unit.

13.2 Common Expenses. Common Expenses shall include:

- (a) Expenses of administration;
- (b) Expenses of maintenance, repair, replacement and landscaping of Common Elements and Limited Common Elements;
- (c) Expenses associated with the operation, maintenance, repair, and replacement of any Common Elements that the Declarant has the right to convert to Limited Common Elements and incurred prior to such conversion being effective;
- (d) Expenses associated with the operation, maintenance, repair, and replacement of that portion of the Property that is subject to Development Rights;

- (e) Cost of insurance or bond required by the Act, this Declaration, and the Bylaws or as obtained at the direction of the Board;
- (f) Bills for any utility services furnished to the Common Elements;
- (g) Any general operating reserve established by the Board from time to time;
- (h) Reserves for replacements and deferred maintenance established by the Board from time to time;
- (i) Any deficit in Common Expenses for any prior period; and
- (j) Any other items properly chargeable as expenses of the Association.

13.3 Budget. The Board shall prepare a budget for the Association at least annually, estimate the Common Expenses expected to be incurred, plus any previous under assessment and less any previous over assessment, and assess the Common Expenses to each Unit in proportion to the Unit's Allocated Interest therefor set forth in this Declaration. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget. Said date shall be not less than fourteen (14) or more than sixty (60) days after mailing of the summary. Unless at that meeting the Unit Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until the Unit Owners ratify a subsequent budget proposed by the Board.

13.4 Reserve Funds. In establishing its regular budget of Common Expenses and Assessments, the Board shall make provision for creating, funding, and maintaining reasonable reserves for contingencies and operations and for the maintenance, repair, replacement and acquisition of Common Elements and Limited Common Elements. Such provisions shall take into account any expected income and any surplus available from the prior year's operating fund. Said reserve shall also be sufficient to cover any deductible amounts that are included in the casualty and any flood insurance policy for the Condominium obtained by the Association. The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace or perform such major repair to each Common Element covered by the fund at the end of the estimated useful life of each such Common Element. If the sum estimated and budgeted at any time proves



inadequate for any reason (including nonpayment for any reason of any Unit Owner's Assessment), the Board may at any time levy a further Assessment. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds.

13.5 Commencement of Assessments. Assessments shall commence as determined by the Board. Until the Association determines and charges an Assessment, the Declarant shall pay all Common Expenses. After the Association has made any Assessment, Assessments must be made against all Units, based on their Allocated Interests for Common Expense liability and the budget adopted by the Association.

13.6 Allocation of Assessments.

13.6.1 Allocated Liability. Except as otherwise stated in this section, all Common Expenses shall be assessed against all of the Units in accordance with Article 6 of this Declaration, as amended from time to time.

13.6.2 Limited Common Element Expenses. Any Common Expenses associated with the operation, maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Units to which that Limited Common Element is assigned. If a Limited Common Element is assigned to more than one Unit, such Units shall share such Assessment equally.

13.6.3 Only Some Units Benefited. The Board may elect that any Common Expense or portion thereof benefiting fewer than all of the Units must be assessed exclusively against the Units benefited.

13.6.4 Insurance Costs. The Board may elect that the costs of insurance must be assessed in proportion to risk.

13.6.5 Utility Costs. The Board may elect that the costs of utility must be assessed in proportion to usage.

13.6.6 Assessments for Judgments. Assessments to pay a judgment against the Association pursuant to RCW 64.34.368(1) may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their respective Allocated Common Interests at the time the judgment was entered.



13.6.7 Owner Misconduct. To the extent that any Common Expense is caused by the misconduct of any Unit Owner, the Association may assess that expense against the Unit Owner's Unit.

13.7 Assessment Certificate. The Association, upon written request, shall furnish to a Unit Owner or an Eligible Mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen (15) days after the receipt of the request and is binding on the Association, the Board, and every Unit Owner, unless and to the extent known by the recipient to be false.

ARTICLE 14. ASSOCIATION'S RIGHTS AND REMEDIES.

14.1 Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration, the Bylaws, and rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration, the Bylaws, and rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Unit Owners), or by the aggrieved Unit Owner on its own against the party (including a Unit Owner or the Association) failing to comply.

14.2 Access to Property. The Board, and its agents or employees, may enter any Unit or Limited Common Element in the event of emergencies. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board and paid as a Common Expense.

14.3 Abatement of Construction. Prior to causing any items of construction that are alleged to be in violation of the Act or this Declaration to be altered or demolished, the Association shall institute appropriate judicial proceedings, including such requests for temporary restraining orders and preliminary or permanent injunctions as the Board may deem appropriate, to obtain a judicial determination of the rights of the parties.

14.4 Acceleration of Assessments. In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days' written notice to the Unit Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges that the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

14.5 Unit Owner Liability. Each Assessment shall be the joint and several obligation of the Unit Owner or owners of the Unit against which the same is assessed as of the time the Assessment is due. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the Unit or the Unit Owner up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

14.6 Mortgagee Liability. The holder of a Mortgage or other purchaser of a Unit who obtains the right of possession of the Unit through foreclosure shall not be liable for Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure or forfeiture, or delivering a deed in lieu of a forfeiture or foreclosure, of a Mortgage does not relieve the prior Unit Owner of personal liability for Assessments accruing against the Unit prior to the date of transfer as provided in this section.

14.7 Lien for Assessments.

14.7.1 Lien. The Association has a lien on a Unit for any unpaid Assessments levied against a Unit from the time the Assessment is due.

14.7.2 General Priority. The Association's Assessment lien shall be prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recording of this Declaration, (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent, and (c) liens for real property taxes and other governmental assessments or charges against the Unit.

14.7.3 Recording as Notice. Recording this Declaration constitutes record notice and perfection of the Association's lien for Assessments. While no further recording of any claim of lien for Assessment under this section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this section in the real property records of any county in which the Condominium is located. Such recording shall not constitute a written notice of delinquency to a Mortgagee.

14.7.4 Judicial Foreclosure. The Association's lien may be enforced judicially by the Association or its authorized representative in the manner set forth in

RCW 61.12. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight (8) months. Nothing in this section shall prohibit an Association from taking a deed in lieu of foreclosure.

14.7.5 Receiver. From the time of commencement of a judicial action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Unit Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rental is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental units in this type of condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this section, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

14.7.6 Nonjudicial Foreclosure. The Association shall have the right to foreclosure its Assessment lien non-judicially in the manner provided for trustees' sales under the Washington Deed of Trust Act, RCW Ch. 61.24. For such purpose, the Property is hereby conveyed, transferred, and assigned to Stewart Title Insurance Company, or its successor, as trustee, in trust with power of sale, for the benefit of the Association as security for the payment of the Assessments when due. Said power of sale may be exercised with respect to any given Unit or Units upon the failure of the Unit Owner thereof to pay any amounts that are secured by said lien. The Declarant confirms that no portion of the Property is used principally for agricultural or farming purposes. The Association or its authorized representative shall have the power to purchase the Unit at the trustees' sale and to acquire, hold, lease, mortgage, or convey the same.

14.7.7 Lien Survives Sale. The Association's Assessment lien shall not be affected by the sale or transfer of a Unit except in the event of sale by foreclosure, trustee's sale, or contract forfeiture. Such foreclosure, trustee's sale, or contract forfeiture shall extinguish the Association's Assessment lien for all Assessments due and payable prior to the date of such foreclosure, trustee's sale, or forfeiture except to the extent of the priority of the Association's Assessment lien provided in Section 14.7.2, but in doing so

shall not relieve subsequent Unit Owners of the foreclosed Unit from paying Assessments levied thereafter.

14.8 Late Charges. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all delinquent Assessments or installments thereof. In the absence of another established non-usurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

14.9 Attorneys' Fees. The prevailing party shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

ARTICLE 15. ORDINARY MAINTENANCE AND REPAIR.

15.1 Units. Each Unit Owner shall, at its sole expense, keep its Unit in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting, and varnishing that may at any time be necessary to maintain the good appearance and condition of its Unit. Each Unit Owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heater, fans, heating equipment, lighting fixtures, fireplaces, refrigerators, dishwashers, ranges, or other appliances that comprise a part of the Unit.

15.2 Limited Common Elements. Limited Common Elements are for the sole and exclusive use of the Units to which they are reserved or assigned; provided, that the use, condition, and appearance thereof may be regulated by the Board as follows:

15.2.1 Decisions by Board. The Board shall make decisions with respect to the standard of appearance and condition of Limited Common Elements, and with respect to the necessity for and manner of caring for, maintaining, repairing, repainting, or redecorating Limited Common Elements.

15.2.2 Performance of Work. The Association shall maintain and repair the Limited Common Elements and charge the cost therefor pursuant to Section 13.6.2.

15.2.3 Board Approval. Unit Owners may not modify, paint, or otherwise decorate or in any way alter their respective Limited Common Elements without prior written approval of the Board.

15.3 Damage Caused by Negligence and Misconduct. If, due to the act or neglect of a Unit Owner or such Unit Owner's tenant, licensee, or invitee, or of their family member or household pet, damage shall be caused to the Common Elements or to any Unit owned by others, such Unit Owner shall pay for the repair and replacement of such damaged areas as may be determined by the Association to the extent not covered by the Association's insurance.

ARTICLE 16. INSURANCE.

16.1 Required Policies. Commencing not later than the time of the first conveyance of a Unit to any person other than a Declarant, the Association shall maintain, to the extent reasonably available:

- (a) Casualty insurance on the entire Condominium, including the Units, the Common and Limited Common Elements, and fixtures, building service equipment, and common personal property and supplies owned by the Association, and that may, but need not, include equipment, improvements, and betterments in a Unit installed by the Declarant or the Unit Owners unless required by Mortgagees, insuring against all risks of direct physical loss normally insured against under a standard fire and extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by a standard "all risk" endorsement. The total amount of insurance after application of any deductibles shall not be less than on hundred percent (100%) of the current replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from casualty policies and subject to deductibles. The policy shall contain a construction code endorsement to the extent the applicable building codes require changes to undamaged portions of the Condominium when only a part of the Condominium is destroyed by an insured hazard, and, when deemed appropriate by the Board or any Mortgagee, a steam boiler and machinery coverage endorsement that provides for the insurer's minimum liability per accident of at least

the lesser of (a) Two Million Dollars (\$2,000,000), or (b) the insurable value of the Buildings.

- (b) Comprehensive general liability insurance for the Condominium that provides coverage for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements in an amount of at least One Million Dollars (\$1,000,000) for any single occurrence and that contains a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of the negligent act of the Association or other Unit Owners;
- (c) Workers' compensation insurance to the extent required by applicable laws;
- (d) If required by the Board or any Mortgagee, a fidelity bond naming the members of the Board, the Manager and its employees, and such other persons as may be designated by the Board as principals and the Association as obligee, in an amount at least equal to the greater of (i) three (3) months' aggregate Assessments for all Units plus reserves, or (ii) the maximum funds that are expected to be within the Association's custody or control. The bond shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression. The bond shall cover all persons who handle or are responsible for funds that the Association holds or administers, whether or not such person receives compensation for services and shall name the Association as the obligee. The bond shall cover the maximum funds that will be in the custody of the Association at any given time during the period in which the bond is enforced. Additionally, the Board shall ensure that any Manager is covered by its own fidelity bond paid for by the Association;
- (e) Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable;
- (f) If any portion of the Condominium is in a special flood hazard area, a master or blanket policy of flood insurance equal to the lesser of (i) one hundred percent (100%) of the insurable value of the Condominium, or (ii) the maximum coverage available under the



appropriate National Flood Insurance Administration program, and subject to deductible amount; and

- (g) Such other insurance as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood, rent loss, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veteran's Administration, or other governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or Unit Owner of a Unit within the project, except to the extent such coverage is not available or has been waived in writing by such agency.

16.2 Coverage Not Available. If the casualty insurance described in this section is not reasonably available, or is modified, canceled, or not renewed, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by first class United States mail to all Unit Owners, to each Eligible Mortgagee, and to each Mortgagee to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

16.3 Required Provisions. Insurance policies carried pursuant to this Article shall:

- (a) Provide that the Association is the named insured, and that each Unit Owner is an insured under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association;
- (b) Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Unit Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon coinsurance or upon invalidity arising from the acts of the insured;
- (c) Provide that no act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the

Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy;

- (d) Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right to set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for a Unit Owner or any Mortgagee;
- (e) Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law; and that insurance trust agreements will be recognized;
- (f) Contain standard mortgagee clauses that name Mortgagees and their successor and assigns. Provide at least ten (10) days' prior written notice to the insureds before the policy may be canceled or substantially modified. Contain no provision (other than insurance conditions) that will prevent Mortgagees from collecting insurance proceeds; and
- (g) Contain, if available, an agreed amount and inflation guard endorsement.

16.4 Claims Adjustment. Any loss covered by the property insurance under this Article must be adjusted with the Association, and each Unit Owner, by acquiring its Unit subject to this Declaration, appoints the Association as the Unit Owner's attorney-in-fact for such purposes. The insurance proceeds are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Unit Owners and lienholders as their interests may appear. Subject to the provisions of the Act, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the

proceeds unless there is a surplus of proceeds after the property has been completely repaired or the Condominium is terminated.

16.5 Unit Owner's Additional Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Unit Owner covenants and agrees with all other Unit Owners and with the Association that each Unit Owner shall carry blanket all-risk casualty insurance on its Unit(s) and structures constructed thereon meeting the same requirements as set forth in this Declaration for insurance on the Common Elements, unless the Association carries such insurance on a Unit (which it is not obligated to do hereunder). Each Unit Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than the total destruction of structures comprising its Unit(s), the Unit Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Unit Owner shall pay any costs of repair or reconstruction that are not covered by insurance proceeds.

16.6 Certificate. An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of RCW Ch. 48.18 pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

16.7 Notification on Sale of Unit. Promptly upon conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Unit Owners of the name and address of the new Unit Owner and request that the new Unit Owner be made a named insured under such policy.

ARTICLE 17. REPAIR OF SIGNIFICANT DAMAGE.

17.1 Definitions. As used in this Article, the term "Significant Damage" means damage or destruction, whether or not caused by casualty, to any part of the Property that the Board is responsible to maintain or repair (a) for which funds are not available in the budgets of the Association to make timely repairs, and (b) that has a significant adverse impact on the habitability of any Unit or the ability of a Unit Owner or Owners to use the Property or any significant portion of the Property for its intended purpose. As used in this

Article, the term "Repair" means to repair, reconstruct, rebuild or restore the Building or improvement that suffered Significant Damage to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to the then applicable governmental rules and regulations or available means of construction may be made. As used in this Article, the term "Emergency Work" means the work the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the Unit Owners from liability arising out of the condition of the Property.

17.2 Initial Board Determinations. In the event of Significant Damage to any part of the Condominium, the Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery, make the following determinations with respect thereto employing such advice as the Board deems advisable:

- (a) The nature and extent of the Significant Damage, together with an inventory of the improvements and property directly affected thereby;
- (b) A reasonably reliable estimate of the cost to Repair the Significant Damage, which estimate shall, if reasonably practicable, be based upon a firm bid obtained from a responsible contractor;
- (c) The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer;
- (d) The amount, if any, that the estimated costs of Repair exceeds the anticipated insurance proceeds therefor and the amount of Assessment to each Unit if such excess was paid as a Common Expense and specially assessed against all the Units in proportion to their Allocated Interest in the Common Elements; and
- (e) Whether such Significant Damage should be Repaired.

17.3 Notice of Determinations. The Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, provide each Unit Owner and each first Mortgagee with a written notice summarizing the initial Board determination. If



the Board fails to do so within said thirty (30) days, then any Unit Owner or Mortgagee may make the determination required under this section and give the notice required under this section.

17.4 Duty to Restore. Any portion of the Condominium for which insurance is required under this Article that has Significant Damage shall be Repaired promptly by the Association unless (a) the Condominium is terminated; (b) Repair would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent (80%) of the Unit Owners, including every Unit Owner of a Unit or assigned Limited Common Element that will not be Repaired, vote not to Repair. Even if the Significant Damage is not to be Repaired, the Board shall still have authority to perform Emergency Work. The cost of Repair and Emergency Work in excess of insurance proceeds and reserves is a Common Expense.

17.5 Board's Authority. Without limiting the rights and powers of the Board generally, if any damage to the Property is to be Repaired by the Board, the Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to make the Repair. The Board may authorize the insurance carrier to proceed with Repair upon satisfaction of the Board that such work will be appropriately carried out. The Board may enter into a written agreement with any reputable firm or institution or trust or escrow company to engage such financial institution to act as an insurance trustee to adjust and settle any claim for a loss in excess of Fifty Thousand Dollars (\$50,000), or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article. In the event of a decision to terminate the Condominium and not to Repair, the Board may expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for Emergency Work and the remaining funds, if any, and the Property shall thereafter be held and distributed as provided in the Act.

17.6 Damage Not Restored. If all or any portion of the damaged portions of the Condominium are not Repaired (regardless of whether it is Significant Damage) (a) the insurance proceeds attributable to Units and Limited Common Elements that are not Repaired shall be distributed to the Unit Owners of those Units and the Unit Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (b) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to their Allocated Interests in the Common Elements.

ARTICLE 18. CONDEMNATION.

18.1 Condemnation. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit that may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner for the Unit Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, the Unit's Allocated Interests in the Common Elements and for Common Expense liability are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests therein of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the allocations. Any remnant of a Unit remaining after part of a Unit is taken under this section is therefore a Common Element.

18.2 Partial Unit Condemnation. If a part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides (a) that Unit's Allocated Interests in the Common Elements and for Common Expense liability are reduced in proportion to the reduction in the size of the Unit, and (b) the portion of said 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 in the Common Elements and for Common Expense liability, respectively, before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests therein.

18.3 Common Element Condemnation. 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 Unit Owners based on their respective Allocated Interests in the Common Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Unit Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

18.4 Association to Represent Unit Owners. The Association shall represent the Unit Owners in any proceedings, negotiations, settlement, or agreements regarding the condemnation of any part of the Condominium, and any condemnation proceeds shall be payable to the Association for the benefit of the Unit Owners of affected Units and their Mortgagees. By acquiring Units subject to this Declaration, each Unit Owner appoints the Association as its attorney-in-fact for such purposes. Should the Association not act on the

Unit Owners' behalf in a condemnation process, the affected Unit Owners may individually or jointly act on their own behalf.

18.5 Recording of Judgment. The court judgment shall be recorded in the county in which any portion of the Condominium is located.

ARTICLE 19. PROTECTION OF MORTGAGEES.

19.1 Change in Manager. If the Association employs professional management, at least thirty (30) days' notice of any contemplated change in the professional manager shall be given to any Eligible Mortgagee. The Association shall not elect to terminate professional management and assume self-management without the prior written approval of sixty-seven percent (67%) of the Unit Owners and fifty-one percent (51%) of all Eligible Mortgagees; provided that such prior consent shall not be required to change from one professional manager to another professional manager.

19.2 Retention of Common Elements. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not, without the prior written approval of sixty-seven percent (67%) of all Eligible Mortgagees and eighty percent (80%) of the Unit Owners, seek by act or omission to encumber, sell or transfer any of the Common Elements.

19.3 Partitions and Subdivisions. The Association shall not partition, combine, or subdivide any Unit or the appurtenant Limited Common Elements without the prior written approval of sixty-seven percent (67%) of all Eligible Mortgagees and sixty-seven percent (67%) of the Unit Owners and without unanimous approval of any Eligible Mortgagee and Unit Owner of any Unit so affected.

19.4 Change in Percentages. The Association shall not amend this Declaration to change percentages of interest in the Common Elements without the prior written approval of sixty-seven percent (67%) of all Eligible Mortgagees and sixty-seven percent (67%) of the Unit Owners and without unanimous approval of any Eligible Mortgagee and Unit Owner of any Unit for which the percentage would be changed.

19.5 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice:

- (a) That the Unit Owner/Mortgagor of the Unit has for more than sixty (60) days failed to meet any obligation under the Condominium documents;

- (b) Of all meetings of the Association and be permitted to designate a representative to attend all such meetings;
- (c) Of any condemnation loss or a casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage;
- (d) Of any lapse, cancellation or material modification of insurance policies maintained by the Association; and
- (e) Of any proposed action that requires the consent of a specified percentage of Mortgagees.

To be entitled to receive such notices the Mortgagee (or Mortgage insurer or guarantor) must send a written request for such information to the Association stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guarantees) the Mortgage.

19.6 Insurance Requirements. With respect to a first Mortgage of a Unit, the Board shall:

- (a) Select insurance carriers that meet the Mortgagees' required Best's and financial size ratings;
- (b) Cause any insurance carrier to include in the insurance policy a standard mortgage clause, naming any Mortgagee who makes written request to the Board to be so named;
- (c) Furnish any such Mortgagee with a copy of any insurance policy or evidence thereof that is intended to cover the Unit on which such Mortgagee has a lien;
- (d) Require any insurance carrier to give the Board and any and all insureds (including such Mortgagees) at least thirty (30) days' written notice before canceling, reducing the coverage or limits, or otherwise substantially modifying any insurance with respect to the Property on which the Mortgagee has a lien (including cancellation for a premium nonpayment);
- (e) Not make any settlement of any insurance claims for loss or damage to any such Unit, Common or Limited Common Element exceeding

Five Thousand Dollars (\$5,000) without the approval of such Mortgagee; provided, that the withholding of such approval shall not be unreasonable or in conflict with the requirements of the Act.

- (f) Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000);
- (g) Give such Mortgagee written notice of any loss, damage or taking affecting any Unit or Limited Common Elements in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$ 1,000);
- (h) Provide that any reference to a Mortgagee in such policy shall mean and include any holders of Mortgages of any Unit or Unit lease, in their respective order and preference, whether or not named therein;
- (i) Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Unit Owners or any persons claiming under any of them; and
- (j) Waive any provision invalidating such Mortgage clause due to the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause.

19.7 Inspection of Books. Unit Owners and Mortgagees, as well as insurers and guarantors of any Mortgage on any Unit, shall be entitled to inspect during all normal business hours all of the books and records of the Association, including current copies of this Declaration, the Association's Articles of Incorporation, Bylaws, and other rules and regulations governing the Condominium, and other books, records and financial statements of the Association (within a reasonable time following request). Upon written request of any holder, insurer, or guarantor of a first Mortgage at no cost to the party so requesting (or if this project contains fewer than fifty (50) Units, upon the written request of any Mortgagee at its expense if any audited statement is not otherwise available), to receive an annual audited financial statement of the Association within one hundred and twenty (120) days following the end of any fiscal year of the Association.

19.8 Approvals of Decisions. Unless sixty-seven percent (67%) of the Eligible Mortgagees shall have given their prior written approval, the Association shall not be entitled to do any of the following:

- (a) By act or omission seek to abandon or terminate the Condominium;
- (b) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon that are owned, directly or indirectly, by the Association for the benefit of Unit Owners; provided, however, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer within the meaning of this clause;
- (c) Change voting rights or the method of determining the obligations, assessments, dues or other charges that may be levied against the Units or the Unit Owners;
- (d) Fail to maintain fire and extended coverage insurance on insurable portions of the Common Elements on a current replacement cost basis in an amount not less than one hundred percent (100%) of insurable value based on the then current replacement costs, or fail to maintain any other insurance or endorsement thereto then required by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association;
- (e) Use hazard insurance proceeds for losses to any of the Property for other than the repair, replacement or reconstruction of improvements located thereon, except as provided in the Act in cases of substantial losses to the Property;
- (f) Alienate all or any portion of the Common Elements; and
- (g) Amend this Declaration to change the ratio of assessments, hazard insurance proceeds or condemnation awards attributable to Unit Owners, or the pro rata share of any Unit Owner in the Common Elements.

19.9 Approvals of Amendments. Any amendment to a provision of this Declaration establishing, provide for, governing or regulating the following shall require the consent of fifty-one percent (51%) of the Eligible Mortgagees:

- (a) Increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), or any amendments to Assessment liens or the priority of Assessment Liens;
- (b) Reductions in reserves for maintenance, repair, and replacement of Common Elements;
- (c) Responsibility for maintenance and repairs;
- (d) Convertibility of Units into Common Elements or vice versa;
- (e) Except pursuant to exercise of a Development Right set forth in this Declaration, expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium (exercise of a Development Right does not require approval by the Eligible Mortgagees);
- (f) Hazard or fidelity insurance requirements;
- (g) Imposition of any restrictions upon the leasing of Units;
- (h) Imposition of any restrictions on a Unit Owner's right to sell or transfer its Unit;
- (i) If the Condominium then contains fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium's documents or by an Eligible Mortgagee;
- (j) Restoration or repair of the Condominium (after a damage or partial condemnation) in a manner other than that specified in this Declaration; or
- (k) Any provisions that expressly benefit Mortgage holders, insurers, or guarantors.



19.10 Remedial Advances. First Mortgagees or purchasers of first Mortgages on Units may, jointly or singly, pay taxes or other charges that are in default and that may have or become a charge against an Common Elements, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements, and first Mortgagees or the purchasers of first Mortgages making such payments shall be owed immediate reimbursement therefor from the Association.

19.11 Condemnation Awards. In the event all or any portion of the Common Elements are acquired by condemnation or under threat of condemnation, the condemnation award shall be utilized by the Association to acquire, to the extent possible, comparable replacement areas and facilities. In the event the Association is unable to obtain comparable replacement areas and facilities within a period of nine (9) months from the date the Association received the condemnation award or monies paid to the Association under threat of condemnation, the Association shall pay jointly to any Unit Owner and the Mortgagee holding a Mortgage on said Unit, if any, a pro rata share of said condemnation award or monies received attributable to said Unit. The pro rata share of said condemnation award or monies received shall be determined in accordance with the Act.

19.12 Provisions Controlling. Any provision of this Declaration conferring rights upon Mortgagees that is inconsistent with any other provision of this Declaration or the Bylaws shall control over such other inconsistent provisions.

19.13 HUD/VA Provisions. Anything to the contrary in this Declaration notwithstanding, the following requirements of HUD and/or VA (collectively "HUD/VA") shall control, if applicable:

19.13.1 The lien of any assessment is subordinate to the lien of any first Mortgage.

19.13.2 Mortgagees are not required to collect assessments.

19.13.3 Failure to pay assessments shall not constitute default under any insured Mortgage.

19.13.4 Approval by Owners representing at least sixty-seven percent (67%) of the total votes in the Association is required to amend this Declaration. Amendment of this Declaration also requires prior approval by HUD/VA as long as the Declarant has control of the Association.

19.13.5 The dedication of Common Elements requires prior approval by HUD/VA as long as the Declarant has control of the Association.

19.13.6 If ingress or egress to any residence is through Common Elements, any conveyance or encumbrance of such area is subject to lot Owner's easement.

19.13.7 The Common Elements shall be conveyed to the Association free and clear of all encumbrances (except easements, conditions, and restrictions of record) before HUD insures the first Mortgage on the Property, and any provision in this Declaration conflicting with the foregoing HUD requirement shall have no force or effect.

19.13.8 Absolute liability is not imposed on lot Owners for damage to Common Elements or lots within the Property.

19.13.9 Annexation of real property described in Exhibit B, dedication of Common Elements, and amendment of this Declaration of Covenants, Conditions, and Restriction, require prior approval by HUD/VA as long as the Declarant has not transferred control under Chapter 64.34.

19.13.10 Declarant intends that this Declaration and the Articles and Bylaws gives or shall comply with HUD certification requirements as set forth in HUD Form 4150.1 REV 1 (2/90), as contained in the U.S. Department of Housing and Urban Development publication entitled Valuation Analysis for Home Mortgage Insurance, February, 1990, Handbook 4150.1 REV 1, pages 11-23 and 11-24, and/or as referenced in Chapter 11 and HUD Handbook 4315.1 REV 2, Appendix 9, and that there is no provision in the covenants that conflicts with the HUD requirement that the Common Elements shall be conveyed to the Association free and clear of all encumbrances before HUD insures the first mortgage. The provisions of which are incorporated herein, and the event of any conflict between the HUD Certification and all revised and amended Declarations (as set forth on page 1), Articles, or Bylaws, the provisions of the HUD Certification shall prevail.

19.13.11 Each Unit Owner is empowered to enforce this Declaration and any amendment thereto.

19.13.12 No provision of this Declaration or the Bylaws gives or shall be construed as giving any Unit Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.



19.14 Notice to the Association. Upon request, each Unit Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Unit Owner's Unit.

19.15 Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements that necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Unit Owners, may cause an amendment to this Article to be recorded to reflect such changes.

19.16 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE 20. AMENDMENTS.

20.1 In General. Except in cases of amendments that may be executed solely by the Declarant, the Association, or certain Unit Owners as otherwise stated herein, this Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Unit Owners of Units holding at least sixty-seven percent (67%) of the Total Voting Power.

20.2 Execution. Amendments to this Declaration required by the Act to be recorded by the Association 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.

20.3 Recording. Every amendment to this Declaration must be recorded in every county in which any portion of the Condominium is located, and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to this Declaration and each previously recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Maps and Plans relating to the added Units and set forth all information required by the Act.

20.4 General Limitations. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase any Special Declarant

Rights, increase the number of Units, or change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Unit Owner of each Unit particularly affected and the Unit Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated other than the Declarant; provided, however if this Declaration permits a lesser percentage for a more specific action, including but not limited to subdividing a Unit into additional Units or incorporating a Common Element into a Unit (which specific actions may qualify as increasing the number of Units or changing the boundaries of a Unit), the lesser percentage set forth in this Declaration for the more specific action shall apply.

20.5 Special Declarant and Development Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant or Development Right provided for in this Declaration without the consent of the Declarant and any Mortgagee of record with a security interest in the Special Declarant or Development Right or in any real property subject thereto, excluding Mortgagees of Units owned by persons other than the Declarant.

20.6 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

20.7 Survey Maps and Plans Amendment. Except as otherwise provided herein, the Survey Maps and Plans may be amended by revised versions or revised portions thereof referred to and described as to effect in an amendment to this Declaration adopted as provided for herein. Copies of any such proposed amendment to the Survey Maps and Plans shall be made available for the examination of every Unit Owner. Such amendment to the Survey Maps and Plans shall also be effective, once properly adopted, upon recordation in the appropriate county office in conjunction with this Declaration amendment.

ARTICLE 21. TERMINATION.

21.1 General. Except in the case of a taking of all of the Units by condemnation, this Condominium may be terminated only by agreement of the Unit Owners of Units to which at least eighty percent (80%) of the Total Voting Power is assigned. Such vote must be evidenced by the execution of a termination agreement in the same manner as a deed by the requisite number of Unit Owners, and said agreement shall specify a date after which it will be void unless it is recorded before that date and shall contain a description of the manner in which the creditors of the Association will be paid or provided for. No termination shall be effective until the termination agreement is recorded. The termination agreement may provide that the Property shall be sold following termination in the manner

and with the consequences prescribed by the Act. If the Property is not sold following termination, title therein shall vest in the Unit Owners upon termination as tenants in common with the Unit Owners' respective undivided interests to be allocated as provided in the Act.

21.2 Mortgagee Approval. Eligible Mortgagees that represent Units to which at least sixty-seven percent (67%) of the Total Voting Power is assigned must consent to any decision to terminate the legal status of this Condominium for any reason, including substantial destruction or condemnation of the Property.

ARTICLE 22. CONSTRUCTION AND INTERPRETATION.

22.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of Washington law. It is intended and covenanted also that, insofar as it affects this Declaration and Condominium, the provisions of the Act under which this Declaration is operative shall be liberally construed to effect the intent of this Declaration insofar as reasonably possible.

22.2 Immaterial Defects. The creation of the Condominium shall not be impaired and title to the Unit and Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of this Declaration or the Survey Maps and Plans or any amendment thereto to comply with the Act.

22.3 Partial Invalidity. If any term, covenant, condition or restriction contained in this Declaration should be held to be unenforceable or invalid by any court of competent jurisdiction such holding shall not invalidate this Declaration as creating a condominium and shall be limited to the extent practicable to the provision so invalidated.

22.4 Consistent with Act. The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

22.5 Captions and Exhibits. Captions given to the various articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.



22.6 Adjustments for Inflation. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association may, in the discretion of the Board, be increased proportionately by the increase in the Consumer Price Index for the City of Portland, Oregon for All Urban Consumers, prepared by the United States Department of Labor to adjust for any changes in the value of the dollar after the effective date of this Declaration.

22.7 Rule Against Perpetuities. The rule against perpetuities may not be applied to defeat any provision of this Declaration.

22.8 Conflicts Among Act, Declaration, and Bylaws. In the event of an express conflict between the provisions of this Declaration and the Bylaws, this Declaration shall be controlling. In the event of an express conflict between this Declaration and the Act, the Act shall be controlling.

22.9 Natural Persons. If this Declaration or the Bylaws now or hereafter provides that any officers or directors of the Association must be a Unit Owner, the term "Unit Owner" in such context shall, unless this Declaration or the Bylaws otherwise provide, be deemed to include any director, officer, or partner in or trustee of any person who is either alone or in conjunction with another person or persons a Unit Owner. Any officer or director of the Association who would not be eligible to serve as such if not for being a director, officer, partner in or trustee of such a person shall be disqualified from continuing in office if they cease to have any such affiliation with that person or if that person would have been disqualified from continuing in such office as a natural person.

22.10 No Waiver of Strict Performance. The failure of the Board in any one or more instances to insist upon the strict performance of this Declaration, of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of any Assessment from a Unit Owner with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

22.11 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, by First Class Mail, addressed to the person entitled to such notice at the most

recent address given by such person to the Board. Notice to Unit Owner shall be sufficient if mailed to the Unit of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by at least fifteen (15) days' prior written notice to the Board. Notice to be given to the Board shall be given to the President or Secretary of the Board.

ARTICLE 23. SECURITY.

The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than otherwise might be. NEITHER THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL UNIT OWNERS AND OCCUPANTS OF ANY UNIT, TENANTS, GUESTS, AND INVITEES OF ANY UNIT OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH UNIT OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST, AND INVITEE OF A UNIT OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY UNIT OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS. EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY UNIT OWNER FURTHER

ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY UNIT OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

ARTICLE 24. EFFECTIVE DATE. This Declaration shall take effect upon recording.

SIGNED BY:



AHO CONSTRUCTION I, INC.

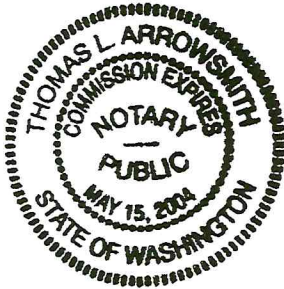
Date Signed: November 21, 2003.

By: Melvin S. Aho
Its: President

STATE OF WASHINGTON)
 : ss.
 County of Clark)

On this 21ST day of November, 2003, before me personally appeared Melvin S. Aho to me known to be the President of Aho Construction I, Inc. a Washington corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Thomas L. Arrowsmith
 NOTARY PUBLIC in and for the State of Washington
 Residing at: YANCOUVER, WA.
 My appointment expires: May 15, 2004



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STEWART TITLE

PLAT

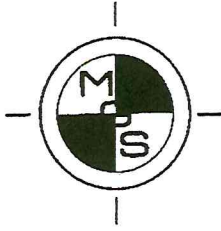
85.00

Clark County, WA

EXHIBIT A
PERIMETER DESCRIPTION
FOR
AMHURST COMMONS CONDOMINIUM

EXHIBIT A - 1

(11/13/2003 1:55 PM)
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MINISTER-GLAESER
SURVEYING INC.

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

EXHIBIT "A"
November 3, 2003

DESCRIPTION OF AMHURST COMMONS CONDOMINIUMS PHASE ONE:

A parcel of land in a portion of the Northeast quarter of the Northwest quarter of Section 17, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Northeast corner of the Northwest quarter of said Section 17;

Thence South 00°59'40" West, along the East line of that certain road dedication conveyed and Quit Claimed to Clark County, recorded under Auditor's File No. 3358658, records of Clark County, Washington, for a distance of 352.48 feet;

Thence North 88°52'40" West, along the South line of said dedication for a distance of 48.28 feet to the Southwest corner thereof and the Southeast corner of that certain tract of land conveyed to Aho Construction 1, Inc., a Washington Corporation by Statutory Warranty Deed recorded under Auditor's File No. 3490101, records of Clark County, Washington, said point being the TRUE POINT OF BEGINNING;

Thence continuing North 88°52'40" West, along the South line of said Aho Tract, for a distance of 134.09 feet;

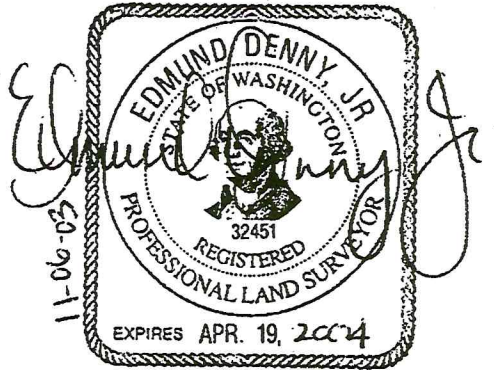
Thence North 01°07'20" East, for a distance of 144.48 feet;

Thence South 88°52'40" East, for a distance of 122.07 feet to the East line of said Aho Tract;

Thence along said East line along the arc of a 643.00 foot radius non-tangent curve to the left, the long chord of which bears South 03°22'32" East, for a chord distance of 84.80 feet, through a central angle of 07°33'41", for an arc distance of 84.86 feet;

Thence continuing along said East line along the arc of a 545.00 foot radius reverse curve to the right, the long chord of which bears South 03°59'28" East, for a chord distance of 60.19 feet, through a central angle of 06°19'50", for an arc distance of 60.22 feet to the TRUE POINT OF BEGINNING.

Containing 18,431.85 square feet.





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12/03/2003 02:58P
Clark County, WA

STEWART TITLE

PLAT

65.00

EXHIBIT B
LEGAL DESCRIPTION FOR PROPERTY
THAT MAY BE ADDED TO CONDOMINIUM

EXHIBIT B - I

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3763225

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Clark County, WA

STEWART TITLE

PLAT

66.00

EXHIBIT "B"

LEGAL DESCRIPTION OF REAL PROPERTY, OTHER THAN PHASE ONE, CURRENTLY OWNED BY DECLARANT WHICH MAY BECOME PART OF AMHURST COMMONS CONDOMINIUMS IN FUTURE PHASES:

A parcel of land in a portion of the Northeast quarter of the Northwest quarter of Section 17, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Northeast corner of the Northwest quarter of said Section 17;

Thence South 00°59'40" West, along the East line of that certain road dedication conveyed and Quit Claimed to Clark County, recorded under Auditor's File No. 3358658, records of Clark County, Washington, for a distance of 352.48 feet;

Thence North 88°52'40" West, along the South line of said dedication for a distance of 48.28 feet to the Southwest corner thereof and the Southeast corner of that certain tract of land conveyed to Aho Construction 1, Inc., a Washington Corporation by Statutory Warranty Deed recorded under Auditor's File No. 3490101, records of Clark County, Washington;

Thence continuing North 88°52'40" West, along the South line of said Aho Tract, for a distance of 134.09 feet to the TRUE POINT OF BEGINNING;

Thence North 01°07'20" East, for a distance of 144.48 feet;

Thence South 88°52'40" East, for a distance of 122.07 feet to the East line of said Aho Tract;

Thence along said East line along the arc of a 643.00 foot radius non-tangent curve to the right, the long chord of which bears North 00°41'58" East, for a chord distance of 6.61 feet, through a central angle of 00°35'21", for an arc distance of 6.61 feet;

Thence North 00°59'40" East, along said East line, for a distance of 146.39 feet;

Thence North 43°56'30" West, along said Aho Tract, for distance of 35.39 feet;

Thence North 88°52'40" West, along the North line of said Aho Tract, for a distance of 572.57 feet;

Thence South 01°17'02" West, along the West line of said Aho Tract, for distance of 381.00 feet;

Thence South 88°52'40" East, along the South line of said Aho Tract, for distance of 132.50 feet;

Thence North 01°17'02" East, along said Aho Tract, for distance of 58.52 feet;

Thence South 88°52'40" East, along said South line, for distance of 344.34 feet to the TRUE POINT OF BEGINNING.

Containing 182,754.26 square feet.

CERTIFICATE FOR PLATTING

Order No.: 123840

AMHURST COMMONS CONDOMINIUMS PHASE ONE

This is to certify that in connection with the recordation of the Plat and Dedication of the property described in Exhibit "A"; the following list comprises all necessary parties signatory thereto:

AHO CONSTRUCTION I, INC., A WASHINGTON CORPORATION

This certificate does not purport to reflect a full report on conditions of title, nor nature and extent of interest vested in each of the parties enumerated above, and shall have no force and effect, except in fulfilling the purposes for which it was requested.

Dated this 21st day of November, 2003

Stewart Title
[Signature]
Title Officer



CLARK COUNTY, WASHINGTON

DOUG LASHER
CLARK COUNTY TREASURER

P.O. Box 5000, Vancouver, Washington 98666-5000
Telephone 360-397-2252, Fax: 360-397-6042
Email: doug.lasher@clark.wa.gov Web: www.clark.wa.gov/Treas

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Clark County, WA

PLAT CERTIFICATION LETTER

Date: December 5, 2003

TO WHOM IT MAY CONCERN:

This is to certify that the 2003 Real property tax in the amount of \$3193.51 has been paid. We also certify that all prior years taxes and all special assessments are paid in full on the property described as follows:

ACCOUNT NO(S):#107975-000 & 107975-001

LEGAL(S): JAGGY HD LOTS E1/2 LOT 1

PLATTED AS: AMHURST COMMONS CONDOMINIUM P1

PLATTED BY: AHO CONSTRUCTION I INC
5512 NE 109TH CT STE 101
VANCOUVER WA 98662

PAID BY: SAME AS ABOVE
SAME
SAME

TR # 91494

Doug Lasher
Clark County Treasurer

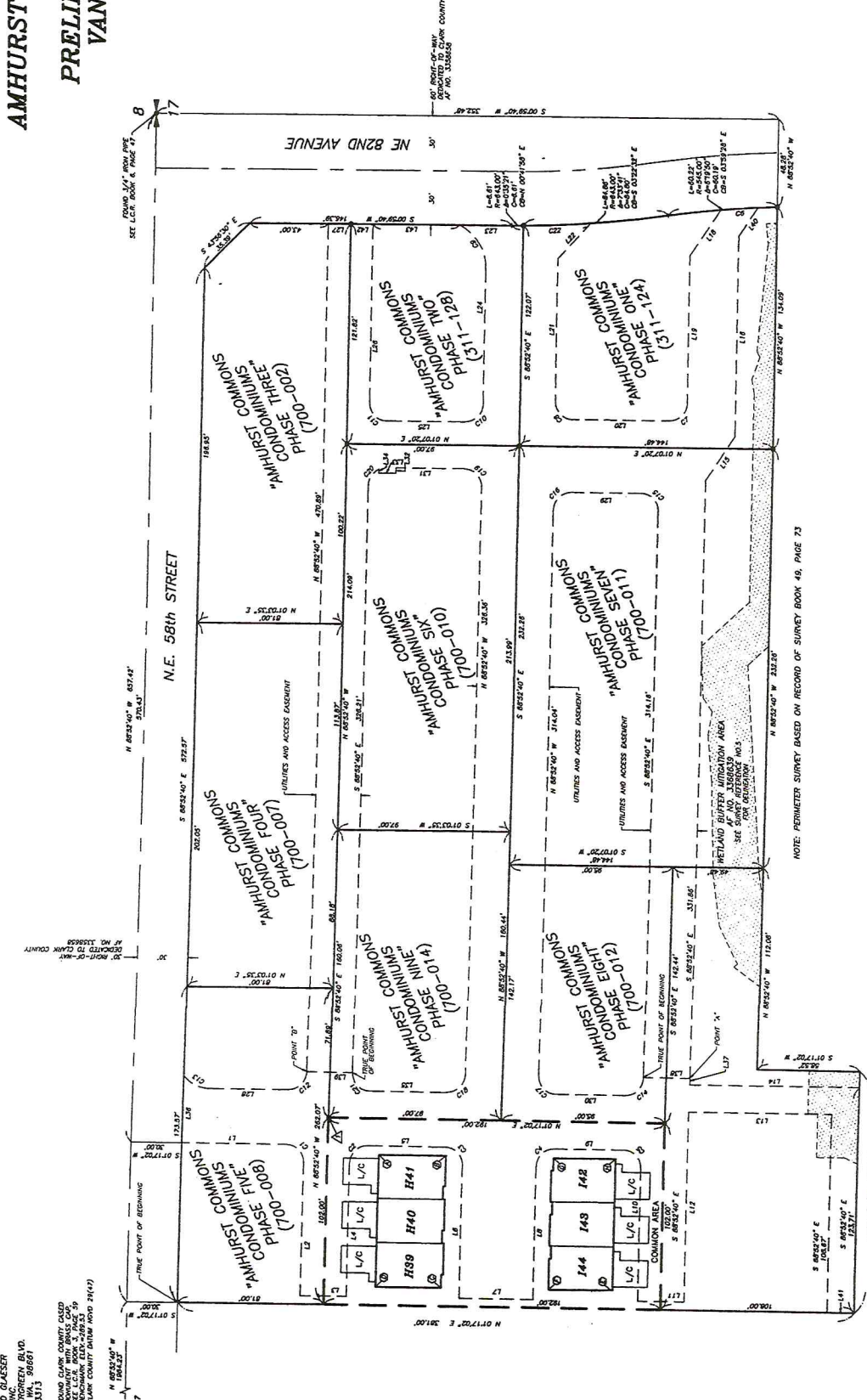
BY: 
DEPUTY

The original copy of the treasurer's receipt is being held by the Clark County Treasurer, until such time as the current receipt can be issued, and a refund, if any due; can be made. This certification is not valid for 2004 taxes. If this Plat is not recorded with Clark County Auditor by May 31st 2004, the 2004 Advance Taxes must be paid in order to record this Plat.

AMHURST COMMONS CONDOMINIUM PHASE TEN PRELIMINARILY APPROVED AS VAN MALL TOWNHOUSES

JANUARY 21, 2005
JOB NO: 02-180
SHEET 3 OF 6

- LEGEND:**
- APPLICABLE FOUNDATION WITH "CONCRETE" FINISH
 - APPLICABLE FOUNDATION WITH "CONCRETE" FINISH
 - ✕ APPLICABLE FOUNDATION WITH "CONCRETE" FINISH
 - APPLICABLE FOUNDATION WITH "CONCRETE" FINISH
 - L/C APPLICABLE FOUNDATION WITH "CONCRETE" FINISH



LINE	LENGTH	BEARING	ANGLE	BEARING	DISTANCE	UNIT
L1	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	A
L2	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	B
L3	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	C
L4	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	D
L5	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	E
L6	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	F
L7	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	G
L8	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	H

CURVE	RADIUS	LENGTH	CHORD	BEARING	AREA
C1	100.00	157.08	114.14	N 45°12'11" E	8250.31
C2	100.00	157.08	114.14	N 45°12'11" E	8250.31
C3	100.00	157.08	114.14	N 45°12'11" E	8250.31
C4	100.00	157.08	114.14	N 45°12'11" E	8250.31
C5	100.00	157.08	114.14	N 45°12'11" E	8250.31
C6	100.00	157.08	114.14	N 45°12'11" E	8250.31
C7	100.00	157.08	114.14	N 45°12'11" E	8250.31
C8	100.00	157.08	114.14	N 45°12'11" E	8250.31
C9	100.00	157.08	114.14	N 45°12'11" E	8250.31
C10	100.00	157.08	114.14	N 45°12'11" E	8250.31
C11	100.00	157.08	114.14	N 45°12'11" E	8250.31
C12	100.00	157.08	114.14	N 45°12'11" E	8250.31
C13	100.00	157.08	114.14	N 45°12'11" E	8250.31
C14	100.00	157.08	114.14	N 45°12'11" E	8250.31
C15	100.00	157.08	114.14	N 45°12'11" E	8250.31
C16	100.00	157.08	114.14	N 45°12'11" E	8250.31
C17	100.00	157.08	114.14	N 45°12'11" E	8250.31
C18	100.00	157.08	114.14	N 45°12'11" E	8250.31
C19	100.00	157.08	114.14	N 45°12'11" E	8250.31
C20	100.00	157.08	114.14	N 45°12'11" E	8250.31
C21	100.00	157.08	114.14	N 45°12'11" E	8250.31
C22	100.00	157.08	114.14	N 45°12'11" E	8250.31

LINE	LENGTH	BEARING	ANGLE	BEARING	DISTANCE	UNIT
L1	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	A
L2	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	B
L3	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	C
L4	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	D
L5	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	E
L6	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	F
L7	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	G
L8	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	H

LINE	LENGTH	BEARING	ANGLE	BEARING	DISTANCE	UNIT
L1	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	A
L2	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	B
L3	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	C
L4	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	D
L5	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	E
L6	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	F
L7	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	G
L8	100.00	S 89°23'40" E	122.07°	S 89°23'40" E	141.1	H



SCALE 1" = 30' FEET
0 15 30 45 60