



WA LITIGATION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

Guarantee No.: G-6328-000027479

Liability: \$ 6,600.00

Fee: \$ 400.00

Order No.: 25-40592-VTE

Dated: August 4, 2025

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

GUARANTEES

Spokane County Treasurer

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of priority;

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of the Guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Vista Title and Escrow, LLC
Company Name

201 W. North River Drive
Suite 205
Spokane, WA 99201
City, State


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
 - (b) "public records": those records which impart constructive notice of matters relating to said land;
 - (c) "date": the effective date;
 - (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
 - (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
 - (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.
3. **Prosecution of Actions** –
 - (a) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision thereof.
 - (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.
4. **Notice of Loss - Limitation of Action** – A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.
5. **Options to Pay, Settle or Compromise Claims** – The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness and the mortgage to the Company upon payment of the purchase price.
6. **Limitation of Liability – Payment of Loss** –
 - (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated on the face page thereof.
 - (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
 - (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
 - (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
 - (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.
7. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.
8. **Guarantee Entire Contract** – Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.
No provision or condition to this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.
9. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
10. **The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.**

WA Litigation Guarantee

LITIGATION GUARANTEE

Issued by
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SCHEDULE A

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 25-40592-VTE

Date of Guarantee: August 4, 2025

Amount of Liability: \$6,600.00

Total: \$436.4

Guarantee No.: 000027479

Premium: \$400.00

Sales Tax: \$36.40

1. Name of Assured:
Spokane County Treasurer
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:
Fee
3. Title to said estate or interest at the date hereof is vested in:
Hayford Village, LLC, a Washington Limited Liability Company, who acquired title by Deed recorded May 1, 2015 under Auditor's file number 6395156
4. The land referred to in this Guarantee is situated in the State of Washington, County of Spokane and is described as follows:
See attached Exhibit "A".

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

SCHEDULE B

Order Number: 25-40592-VTE

Guarantee No.: 000027479

GENERAL EXCEPTIONS FROM COVERAGE

1. Rights of claims of parties in possession not shown by the public records.
2. Easements, claims of easements or encumbrances which are not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. General and Special Taxes and any Assessments. No search has been made thereof.
10. Any unpaid assessments or charges, and liability for further assessments or charges by: the County of Spokane and the City of Cheney.
11. Liens and Assessments of Hayford Village II Master Master Owners Association
12. Pending action in Spokane County:
Superior Court Cause No.: 25-2-01607-32
Being an action for: Tax Lien Foreclosure
Plaintiff: Spokane County, a Political Subdivision of the State of Washington
Defendant: Defender Homes Airway Heights, LLC
Attorney for Plaintiff: Lawrence Haskell
Telephone No.: 509-477-5764
13. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520.
14. Notice of Special Connection Charge and the terms and conditions thereof:
Recorded: January 23, 1991
Recording No.: 9101230223 in the [official records](#)
15. Title Notice and the terms and conditions thereof:
Recorded: February 13, 1991

WA Litigation Guarantee

Recording No.: 9102130126 in the [official records](#)

16. Terms and conditions of survey recorded August 15, 1994 under Recording Number 9408150110 in the [official records](#) .
17. Utility Connection Annexation Covenant and the terms and conditions thereof:
Recorded: August 28, 1995
Recording No.: 9508280056 in the [official records](#)
18. Easement and the terms and conditions thereof:
Grantee: The Washington Water Power Company
Purpose: Right of Way
Recorded: January 5, 1996
Recording No.: 9601050081 in the [official records](#)
19. Easement and the terms and conditions thereof:
Grantee: The Public of the County of Spokane
Purpose: Drainage Easement
Recorded: July 29, 1996
Recording No.: 4019176 in the [official records](#)
20. Easement and the terms and conditions thereof:
Purpose: Drainage Easement
Recorded: April 17, 1998
Recording No.: 4210817 in the [official records](#)
21. Drainage Easement and the terms and conditions thereof:
Recorded: June 1, 1998
Recording No.: 4226258 in the [official records](#)
22. Utility Connection Annexation Covenant and the terms and conditions thereof:
Recorded: August 6, 1998
Recording No.: 4253454 in the [official records](#)
23. Easement and the terms and conditions thereof:
Grantee: Inland Power & Light Co
Purpose: Right of Way
Recorded: September 8, 1999
Recording No.: 4410193 in the [official records](#)
24. Easement and the terms and conditions thereof:
Grantee: Spokane County
Purpose: Drainage Maintenance Access Easement
Recorded: April 28, 2000
Recording No.: 4475823 in the [official records](#)
25. Easement and the terms and conditions thereof:
Grantee: Comcast of Spokane LLC
Purpose: Right of Way
Recorded: August 8, 2008
Recording No.: 5705952 in the [official records](#)
26. Covenants, conditions, restrictions, terms, provisions, regulation, requirements, easements and liability to assessments contained in the Washington Condominium Act, Chapter 64.34 of the Revised Code of Washington, and amendments thereto and contained in condominium declaration:
Recorded: August 11, 2008
Recording No.: 5706297 in the [official records](#)

WA Litigation Guarantee

27. Covenants, conditions, restrictions, terms, provisions, regulation, requirements, easements and liability to assessments contained in the Washington Condominium Act, Chapter 64.34 of the Revised Code of Washington, and amendments thereto and contained in condominium declaration:

Recorded: August 11, 2008

Recording No.: 5706299 in the [official records](#)

Amendment to said declaration:

Recorded: June 4, 2010

Recording No.: 5906031 in the [official records](#)

Amendment to said declaration:

Recorded: December 19, 2011

Recording No.: 6053197 in the [official records](#)

Amendment to said declaration:

Recorded: July 26, 2012

Recording No.: 6112414 in the [official records](#)

Amendment to said declaration:

Recorded: August 9, 2013

Recording No.: 6237556 in the [official records](#)

Amendment to said declaration:

Recorded: April 22, 2015

Recording No.: 6389996 in the [official records](#)

Amendment to said declaration:

Recorded: August 29, 2017

Recording No.: 6635084 in the [official records](#)

Amendment to said declaration:

Recorded: February 21, 2018

Recording No.: 6683621 in the [official records](#)

28. Survey Map and Plans and any amendments thereto:

Recorded: August 11, 2008

Recording No.: 5706298 in the [official records](#)

29. Utilities Easement and the terms and conditions thereof:

Recorded: November 7, 2011

Recording No.: 6042622 in the [official records](#)

End of Special Exception

WA Litigation Guarantee

Order Number: 25-40592-VTE

Guarantee No.: 000027479

INFORMATIONAL NOTES

1. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exceptions) to be made defendants in said action to be brought by the plaintiff, are as follows:

Hayford Village II Condo Association
10510 W Richland Road
Suite 65
Cheney, WA 99004
As disclosed by Exception # 11

2. The name of a newspaper of general circulation for the publication of a notice of sale:

The Spokesman Review
Spokane Valley News Herald
Cheney Free Press

WA Litigation Guarantee

EXHIBIT A

Order Number: 25-40592-VTE

Guarantee No.: 000027479

PROPERTY DESCRIPTION:



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Spokane Co, WA

Assessors Parcel No. 24073.0106 & 24073.0105
Hayford Rd. No. 531"O"
Richland Addition Rd. No. 2287
MHP 2-94

SPOKANE COUNTY ENGINEERING DEPARTMENT
Spokane County, Washington

DRAINAGE EASEMENT

The Grantor(s) BOYDEN, ROBINETT & ASSOCIATES, L. P., a Washington Limited Partnership,

of the County of Spokane, State of Washington, for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, grants to The Public of the County of Spokane, State of Washington, a Drainage Easement over, under, and across the following described real property situated in the County of Spokane, State of Washington:

R.E. Excise Tax Exempt

Date: July 24 1996

Spokane County Treasurer

By: [Signature]

Parcel Nos.: 24073.0105 and 24073.0106

Portion of Lot 6 and all of Lots 7, 8 and 9 of RICHLAND ADDITION TO MEADOW LAKE, as per plat thereof recorded in Volume "M" of Plats, Page 6, situated in the Southwest Quarter (SW1/4) of Section 7, Township 24 North, Range 42 East, W.M., Spokane County, Washington.

A permanent drainage easement over, under, across and through the drainage ponds and drainage conveyance system components installed on the Property, in accordance with the attached plans (Exhibit "A") accepted by the Spokane County Engineer for Hayford Village Manufactured Home Park (County project MHP2-94), or as indicated on any future revisions to said plans approved by the Spokane County Engineer, for the purpose of conveyance and disposal of stormwater runoff from the public right of way.

A permanent ingress and egress easement into, over, across, under and through the Property, for the purpose of routine inspection and emergency maintenance or repair of the drainage ponds and drainage conveyance system components installed on the Property, in accordance with the attached plans (Exhibit "A") accepted by the Spokane County Engineer, or as indicated on any future revisions to said plans approved by the Spokane County Engineer.

Drainage Easements, as described hereinabove are for the purpose of installing, operating and maintaining drainage facilities to dispose of runoff, are hereby granted to the public. The County of Spokane is hereby granted the right of ingress and egress to all Drainage Easements adjacent to the public right of way. The property owner shall maintain the drainage area with a permanent live cover of lawn turf, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage area as indicated by the approved plans.

The Grantor will construct the drainage facilities in conformance with the approved plans on file in the County Engineers Office.

The individual lot owners or their successors in interest shall maintain the drainage facilities in conformance with the approved plans on file in the Engineers Office.

The property owner or his representative shall inform each succeeding purchaser of all Drainage Easements on the property and his responsibility for maintaining drainage facilities within said Drainage Easements.



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Spokane Co, WA

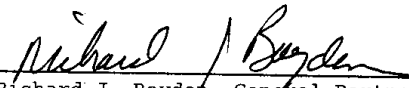
The Drainage Easement described hereinabove is to and shall run with the land. No modification of the boundaries of said Drainage Easement can be made without the prior approval of Spokane County.

Whenever the individual lot owners or their successors in interest fail to maintain the drainage facilities in conformance with the approved Drainage Plan, a notice will be given to the individual lot owners or their successors in interest by the County. If not corrected after ten (10) days, the County has the right to correct the maintenance failure or have it corrected at the expense of the individual lot owners or their successors in interest.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots within Drainage Easements or floodplain areas, nor the responsibility for any drainage whatsoever, including but not limited to inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in Drainage Easements on private property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 19th day of JULY 1996.

BOYDEN, ROBINETT & ASSOCIATES, L.P.,

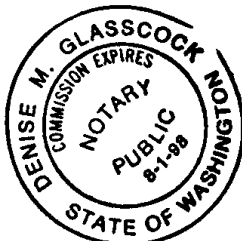

Richard J. Boyden, General Partner

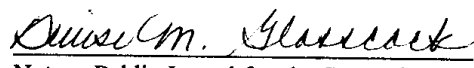
STATE OF WASHINGTON)
COUNTY OF SPOKANE)ss
Snohomish

I certify that I know or have satisfactory evidence that Richard J. Boyden

is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the General Partner of BOYDEN, ROBINETT & ASSOCIATES, L. P. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 19, 1996




Notary Public In and for the State of
Washington, residing at Spokane, Stanwood
My appointment expires: 8-1-98

5/8" REBAR W/ YELLOW PLASTIC CAP
(VA. FINE, PLS 10/45)
EXISTING LIT. TO CURB

EXISTING MANHOLE

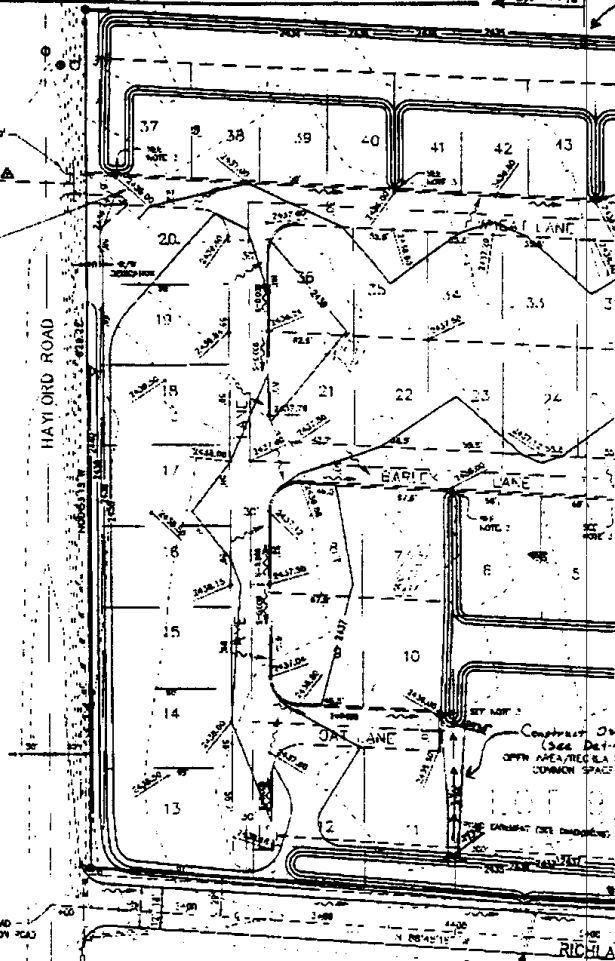
EXISTING FIRE HYDRANT

FINISH GRADE ELEVATION

PROPOSED FINISH GRADE CENTER

[illegible]

FXHJBT "A"



USCAR'S VERTICAL JAW (1223)
FROM USCARS BENCH MARK 42. 334

[illegible]

DEVELOPER'S APPROVAL Richard J. Hayden 7-17-96 Date



Page: 3 of 4
07/29/1996 12:11P
Spokane Co, WA

MS1258
AFTER RECORDING RETURN TO:
BOYDEN, ROBINETT & ASSOC., L.P.
1429 BROADWAY
EVERETT WA 98201

DOCUMENT TITLE:
1. **DRAINAGE EASEMENT (Hayford Village I & II)**

GRANTOR(S) (Last name first, then first name & initials):
1. **BOYDEN, ROBINETT & ASSOC., L.P.**

☐ Additional names on page ____ of document.

GRANTEE(S) (Last name first, then first name & initials):
1 **PRESENT AND FUTURE OWNERS**

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (abbreviated: i.e block, plat or section, township, range, qtr/qtr)
Tracts 4, 5, 6, 7, 8 & 9, Richland Addt. To Meadow Lake, as per plat recorded in Vol. "M" of Plats,
Pg. 5, Spokane County, Washington.

☐ Additional legal on page ____ of document.

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER
24073.0106 and 24073.0105

☐ Property Tax Parcel ID is not yet assigned
☐ Additional numbers on page ____ of document.



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04/17/1998 02:28P
Spokane Co, WA

DRAINAGE EASEMENT (HAYFORD VILLAGE I & II)

BOYDEN, ROBINETT & ASSOCIATES, L.P., a Washington Limited Partnership, the owners of the following described real property situate in the County of Spokane, State of Washington, to-wit:

Tracts, 4, 5, 6, 7, 8 and 9 Richland Addition to Meadow Lake, as per plat recorded in Volume "M" of Plats, Page 5; Except the South 20.00 feet of Tracts 4, 5, 6, 7 and 9 as deeded to Spokane County under Auditor's File No. 368057B; Situate in the County of Spokane, State of Washington.

(aka Tracts 4, 5 and 6 - Hayford Village II)
(aka Tracts 7, 8 and 9 - Hayford Village I)

do hereby grant, convey, establish and create a non-exclusive easement for drainage over, under, along and across the following property:

Tracts 7, 8 and 9, Richland Addition to Meadow Lake, as per plat recorded in Volume "M" of Plats, Page 5; Except the south 20.00 feet of Tracts 7 and 9, as deeded to Spokane County under Auditor's File No. 368057B; Situate in the County of Spokane, State of Washington.

(aka Hayford Village II)

Together with the right of ingress and egress for maintenance and repair.

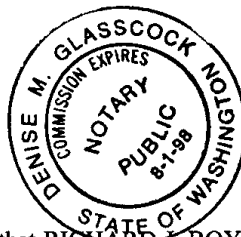
Said easement is appurtenant to and for the benefit of the future owners, their heirs, successors and assigns of Hayford Village II as described above and is hereby declared to be a covenant running the land.

DATED this 14th day of April, 1998.

BOYDEN, ROBINETT & ASSOCIATES, L.P., a Washington Corporation

By: Richard J. Boyden
Richard J. Boyden - General Partner

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)



I hereby certify that I know or have satisfactory evidence that RICHARD J. BOYDEN is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute this instrument and acknowledged it as the GENERAL PARTNER OF BOYDEN, ROBINETT & ASSOCIATES, L.P., to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: April 14, 1998

Denise M. Glasscock

Name: Denise M. Glasscock
NOTARY PUBLIC in the for the State of Washington,
Residing at: Stanwood
My appointment expires: 8-1-98

R.E. Excise Tax Exempt
Date: 4/17 19 98
Spokane County Treasurer
By: MEB

After Recording Return To: Spokane County Engineer
Attn.: Right of Way Department



4226258
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Spokane Co. WA

Document Title:

Grantor(s): Boyden, Robinett & Associates L.P. A Washington Limited Partnership

Grantee(s): Government, County of Spokane, the Public and West Terrace Heights Homeowners Association

Legal Description: Southwest Quarter (SW 1/4) of Section 7, Township 24 North, Range 42 East, W.M., Spokane County, Washington

Additional Legal Description: on page 1

Assessor's Tax Parcel Number(s): 24703.0105

Reference Number: _____

Log In Date: 05/01/98 Requested by: D. Busko Prepared by: K. McKeon

Purpose: MPH 02-95 RF No(s): 2287 Road Name(s): Richland Addition Road

SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

DRAINAGE EASEMENT

IN THE MATTER OF RICHLAND ADDITION ROAD, RF NO. 2287, KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), Boyden, Robinett and Associates L.P., a Washington Limited Partnership for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, grant(s) to Spokane County, a political subdivision of the State of Washington, The Public and the West Terrace Homeowners Association, a non exclusive Easement over, under, upon and across the hereinafter described lands situated in the County of Spokane, State of Washington:

AFFECTS ASSESSORS PARCEL NO(S): 24073.0105

Tracts 4, 5, and 6, RICHLAND ADDITION TO MEADOW LAKE as per plat thereof recorded in Volume "M" of Plats, Page 5; EXCEPT the South 20.00 feet of Tracts 4, 5, and 6 as deeded to Spokane County under Auditors File Number 368057B; situated in the County of Spokane, State of Washington

The Drainage Easement granted to Spokane County and its authorized agents is for the sole purposes of allowing natural drainage, roadway drainage and/or runoff over and across the above described lands. The Grantor(s) hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The Grantor(s) agree that Spokane County accepts no responsibility for maintaining said Easement. The Grantor(s) accept complete and total responsibility for the construction and perpetual maintenance of the facilities located within said Easement per plans on file in the office of the Spokane County Division of Engineering.

The Grantor(s) hereby releases Spokane County, and all its officers, employees, and agents from any responsibility or liability for any damage whatsoever including inverse condemnation by or to any and all persons or property arising out of or in any way incident to or attributable to the drainage within said Easement.

The Easement described hereinabove is to and shall run with the land. No modification of the boundaries of said Easement can be made without the prior approval of Spokane County.

R.E. Foose Tax Exempt

Date: May 27 1998

Spokane County Treasurer

By: [Signature]

-over-

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this
11th day of May, 1998.

Boyden, Robinett and Associates L.P., a Washington Limited Partnership

By: Richard J. Boyden
Richard J. Boyden
General Partner

By: _____

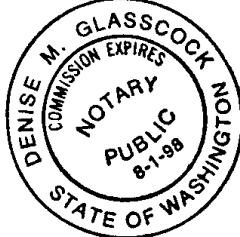
STATE OF WASHINGTON)
COUNTY OF ~~SPOKANE~~) ss
Snohomish

I certify that I know or have satisfactory evidence that Richard J. Boyden

(is/are) the individual(s) who appeared before me, and said individual(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the general Partner of Boyden, Robinett & Associates, L.P.

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11th day of May, 1998.



Denise M. Glasscock

NOTARY PUBLIC

In and for the State of Washington,
residing at ~~SPOKANE~~ Stanwood

My appointment expires: 8-1-98



4226258

Page: 2 of 2
06/01/1998 09:05A
Spokane Co. WA

City of Spokane
Department of Construction Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300



12518

UTILITY CONNECTION ANNEXATION COVENANT

1. OWNER/PROPERTY

- A. Boyden, Robinette, and Associates, 1429 Broadway, Everett, WA 98201, hereafter "Owner", covenant and warrant that they are the owners of the property to which this document applies, are fully authorized to execute this document and forever bind themselves, their successors and assigns and the subject property to the terms set forth herein. "City refers to the City of Spokane, Washington.
- B. The terms herein are a covenant running with the land as a burden on the subject premises, legally described as Hayford Village, Phase 2; Lots 4 through 6 of Richland Addition; a portion of the southwest quarter, Section 7, Township 24 North, Range 42 East, West Meridian, Spokane County, Washington, Parcel Number not assigned.
- C. In general, it is intended that this covenant shall pertain to the subject premises and shall deal only with the issue of future annexation of subject premises to the City of Spokane.

2. PROVISIONAL SERVICE

- A. Subject to City policies, ordinances, and other applicable laws, Owner desires to procure utility service for the subject premises by connection to the City Sewer and Water System all at Owner's sole expense and liability. Owner is responsible to obtain and record any necessary easements. Owner agrees that said service or connection is obtained provisionally, conditioned upon fulfillment of the terms of this covenant.



4253454
Page: 2 of 3
08/06/1998 12:08P
Spokane Co., WA

3. FUTURE ANNEXATION

- A. The Owner covenants, warrants, and agrees that he or the current Owner will join in any petition for annexation to the City of Spokane which includes the above-described property and will not protest the annexation in any way.
- B. This covenant applies to a sewer and water connection proposal and is perpetual and not subject to termination without the written consent of the Director of the Department of Construction Services.
- C. The foregoing items are accepted as full consideration for this covenant, regardless of whether any provisional service option is otherwise required by law or applicable regulation. Owner understands the provisional service would not be authorized without Owner's binding commitment, on his own behalf and the behalf of his successors and assigns, as provided by this covenant.

4. ADDITIONAL

- A. If, for any reason, any provision or part of this instrument should be declared illegal or unenforceable, then the City may declare the provisional service above installed to be canceled, and Owner shall immediately remove all improvements and/or connections and otherwise restore the premises or the City may do so as above provided.
- B. No obligation incurred may be waived except in writing by the Director of the Department of Construction Services. Failure to enforce any provision in any instance or occasion shall not waive the right to enforce it in any subsequent instance or occasion. Owner acknowledges that he has had an opportunity to consult with legal counsel. No provision shall be constructed in favor of or against any person or entity.

Dated this 13th day of July, 1998.

Boyden, Robinett & Assoc., L.P.

Owner

Richard J. Boyden, L.P.

Owner

Richard J. Boyden
General Partner



4253454
Page: 3 of 3
08/06/1998 12:08P
Spokane Co. WA

STATE OF WASHINGTON)
) ss.
County of ~~Spokane~~)
 Snohomish

I certify that I know or have satisfactory evidence that Richard J. Boyden
 signed this document and acknowledged it to be his/her
 free and voluntary act for the uses and purposes therein mentioned.

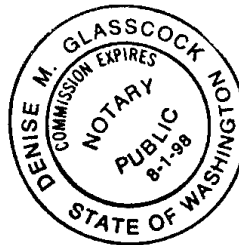
DATED: July 13, 1998

Denise M. Glasscock

(Signature of Notary Public)

My appointment expires 8-1-98

\\waiver\Hayford_Boyden'anx.doc





4410193
Page: 1 of 2
09/08/1999 03:14P
Spokane Co. WA

PLEASE RETURN TO:
Inland Power & Light Co.
320 E. Second Avenue
Spokane, WA 99202

IPL Work Order # 4806106

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (hereinafter called "Grantor")
Boyden, Robinett & Associates, L.P., a Washington Limited
Last, first middle initial Partnership

Last, first middle initial _____ Last, first middle initial _____
for mutual offsetting benefits which are hereby acknowledged, do hereby convey and grant to INLAND POWER & LIGHT CO.,
a Washington Corporation (hereinafter called "Grantee") and to its successors, assigns, or permittees, the right, privilege and
authority, to install, alter, bury, rephase, energize, chemically treat, operate, move, maintain, and remove electric transmission
and distribution facilities, consisting of poles, cables, wires and all other necessary or convenient appurtenances, to make said
facilities an integrated electric system, as such specifications now exist and as hereafter changed in accordance with specifications
adopted by the Grantee, to the extent necessary to install and maintain said electric system, which is located upon, under, over,
and across the following-described lands and/or in or upon all streets, roads, or highways abutting said lands and premises situated
in the County of Spokane, State of Washington, and more particularly described as follows:
Abbreviated legal description Lots 4, 5 & 6, Richland Addition, a portion of the
SW $\frac{1}{4}$ of Sec. 7, T 24 N, R 42 E, WM, Spokane County, Washington
(Hayford Village Phase 2)

Additional legal description is on page _____ of easement.
Assessor's property tax parcel or account number 24073.0105

Grantee, its successors and assigns is also granted the right, privilege, and authority to clear cut 10 feet each side of an overhead
conductor and or cut, remove and trim trees, brush, shrubbery and other obstructions to the extent necessary to keep them clean
of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough
to strike the wires in falling, or the branches thereof, to chip and spread branches and other foliage and to pile and stack logs as
necessary alongside the cleared right-of-way: and to license, permit, or otherwise agree to the joint use or occupancy of the line
or system by any other person, association or corporation, for electrification, telephone, television, or communication needs.

It is agreed that areas over buried vaults, cables, and within the right-of-way shall remain free and clear of structures, barriers,
buildings, trees, shrubbery and/or any other physical encumbrances except by written consent of the Grantee.

Free access to all facilities over the Grantors adjacent lands will be allowed at all times. Grantee shall not be responsible for
loss, replacement or damage of any improvements or other things below, over or upon such easement necessitated by the Grantee's
use of this easement.

No monetary consideration or consideration of monetary value has been given for the rights conveyed.

The undersigned WARRANT that they have the legal right to grant this easement and agree to hold harmless and to
indemnify the Grantee for any damages suffered by Grantee should it later be proven that the Grantor did not possess such
legal rights. Said lands are free of encumbrances except:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 20th day of August, 1999.
Boyden, Robinett & Associates, L.P.

By: [Signature] Grantor's Signature _____ Grantor's Signature _____
Grantor's Signature Richard J. Boyden Grantor's Signature _____
STATE OF Washington General Partner } SS
COUNTY OF Snohomish

On this day personally appeared before me
Richard J. Boyden, General Partner
Grantor's Name/Printed _____ Grantor's Name/Printed _____

Grantor's Name/Printed _____ Grantor's Name/Printed _____

to be known to be the individual described in and who executed the within foregoing instrument, and acknowledged that
(Circle one) HE SHE THEY signed the same as (Circle one) HIS HERS THEIR free
and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

_____ day of _____, 19____
SEE ATTACHED FOR NOTARY SIG.

Notary Public in and for the State of _____ residing at _____
My commission expires _____

R. E. Excise Tax Exempt

Date 9-7 1999

Spokane County Treas.

By [Signature]



INLAND. POWER & LIGHT

EAS

\$9.00

4410193

Page: 2 of 2
09/08/1999 03:14P
Spokane Co. WA

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I hereby certify that I know or have satisfactory evidence that RICHARD J. BOYDEN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the GENERAL PARTNER of BOYDEN, ROBINETT & ASSOCIATES, L.P., to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 8-20-98

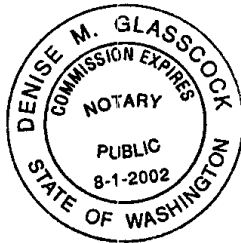
Denise M. Glasscock

Name: DENISE M. GLASSCOCK

NOTARY PUBLIC in and for the State of Washington,

Residing at: STANWOOD

My Appointment expires: 8-1-02



After Recording Return To:
Spokane County Engineer
Attn: Development Services
1026 West Broadway
Spokane, WA 99260



4475823
Page: 1 of 2
04/28/2000 09:43A
Spokane Co. WA

Document Title: Drainage Maintenance Access Easement
Grantor(s): Boyden, Robinett & Associates, L.P.
Grantee(s): Government, County of Spokane, West Terrace Heights Homeowner's Association
Legal Description: SW ¼, Section 7, T. 24 N., R 42 E., W.M., Spokane County, WA
Additional Legal Description: See Page 1
Assessor's Tax Parcel Number(s): 24703.0105
Reference Number: MHP2-95, P1791

Log In Date: 13 Apr 2000 Requested by: Rich Boyden Prepared by: Ed Parry
Purpose: Maintenance Access RF No(s): 2287 Road Name(s): Richland Addition Rd

SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

DRAINAGE Maintenance Access EASEMENT

IN THE MATTER OF RICHLAND ADDITION ROAD, RF NO. 2287

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, BOYDEN, ROBINETT & ASSOCIATES, L.P., a Washington Limited Partnership, having a business address of 1429 Broadway, Everett, Washington 98201, for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, grant(s) to Spokane County, a political subdivision of the State of Washington, and to the West Terrace Height Homeowners' Association, a Washington Corporation (jointly hereinafter referred to as the "GRANTEES"), a Drainage Maintenance Access Easement over, under, upon and across the following described real property situated in the County of Spokane, State of Washington:

AFFECTS ASSESSORS PARCEL NO(S): 24703.0105

Tracts 4, 5, and 6, RICHLAND ADDITION TO MEADOW LAKE, as per plat thereof recorded in Volume "M" of Plats, Page 5; EXCEPT the South 20.00 feet of Tracts 4, 5, and 6 as deeded to Spokane County under Auditor's File Number 368057B, situated in the County of Spokane, Washington.

This Drainage Maintenance Access Easement is granted for the purposes of allowing access for routine and/or emergency maintenance activities related to Tract "A" of the proposed Plat of West Terrace Heights (Spokane County Project No. PW-1791).

The Grantor reserves the right to use and enjoy the subject property of this easement for purposes that will not interfere with the GRANTEE's full enjoyment of the rights hereby granted. Provided, the Grantor shall not erect or construct any building or other structure or otherwise obstruct or impair an access route suitable for the equipment required to conduct maintenance activities in said Tract "A".

The GRANTOR agrees that the GRANTEES bear no responsibility for maintaining this Easement. The GRANTOR accepts complete and total responsibility for the construction and maintenance of an access route suitable for the equipment required for conducting

R. E. Excise Tax Exempt

Date

20 00

Spokane County Treas.

By



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Page: 2 of 2
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Spokane Co. WA

maintenance activities in said Tract "A".

The GRANTOR hereby releases the GRANTEEES, and their respective officers, employees, and agents from any responsibility or liability for any damage whatsoever, including but not limited to inverse condemnation by or to any and all persons or property arising out of or in any way incidental to the use of this Easement.

The Drainage Easement described hereinabove is to and shall run with the land. No modification of the boundaries or terms of said Easement can be made without the prior approval of Spokane County.

IN WITNESS WHEREOF, _____ have hereunto set _____ hand(s) and seal(s)
this 17th day of April, 2000.

BOYDEN, ROBINETT & ASSOCIATES, L.P.,
a Washington Limited Partnership

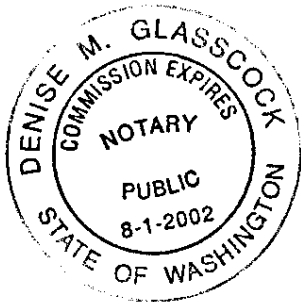
By: RICHARD J. BOYDEN
Its: General Partner

State of Washington)
County of Snohomish)ss

I certify that I know or have satisfactory evidence that Richard J. Boyden is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the GENERAL PARTNER of BOYDEN, ROBINETT & ASSOCIATES, L.P., a Washington Limited Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 17, 2000

Denise M. Glasscock
Name: Denise M. Glasscock
NOTARY PUBLIC in and for the State of Washington,
Residing at Stanwood
My commission expires 8-1-02





RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Comcast Business Services Group
Attention: Brian Southworth, Sales Manager
1717 E. Buckeye Ave.
Spokane, WA 99207

GRANT OF EASEMENT

Parcel Number: 24073.6100, Legal Description: Hayford Village MFG Home Park Phase 2;
LTS 4, 5 & 6 OF Richland ADD To Meadow Lake

This Grant of Easement (the "Easement") dated this 28th day of May, 2008 by and between Comcast of Spokane, LLC, its successors and assigns, hereinafter referred to as "Grantee" and Robinett Boyden & Associates, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to an Installation and Services Agreement dated 5/28/2008, pursuant to which Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of Spokane, State of Washington described as follows:

LEGAL DESCRIPTION:

(See Attached)

Grantor(s) agree for themselves and their heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted;

R. E. Excise Tax Exempt

Date 8/8

2008

Spokane County Treas.

By Mew

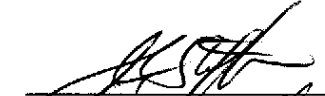
provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Premises.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

Robinett Boyden & associates

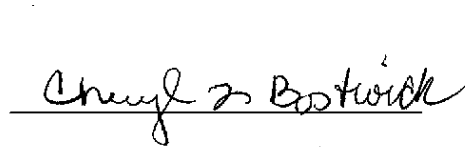

Name: Joe Skellern

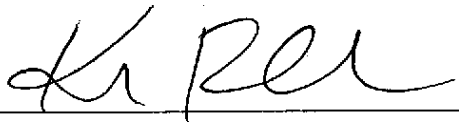
By: 
Name: Richard Boyden
Title: General Partner

COMPANY

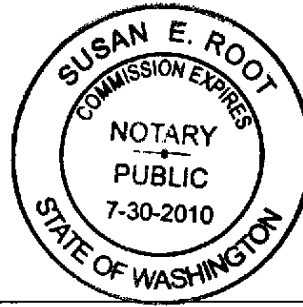
ATTEST:

Comcast of Spokane, LLC


Cheryl A. Bostwick

By: 
Name: Ken Rhoades
Title: VP of South Puget Sound East

STATE OF Washington)
) ss.
 COUNTY OF Snohomish)



Stamp Notary above this line

The foregoing instrument was acknowledged before me this 5th day of June, 2008
 by RICHARD J. BOYDEN (name), the General Partner (title)
 of Boyden, Robinett & Associates, LP (entity), on behalf of said entity. He/she is
 personally known to me or has presented --- (type of identification) as
 identification and did/did not take an oath.

Witness my hand and official seal.

Susan E. Root
 Susan E. Root Notary Public
 (Print Name)

My commission expires: 7-30-10

STATE OF Washington)
) ss.
 COUNTY OF Spokane)



The foregoing instrument was acknowledged before me this 22nd day of July, 2008
 by Ken Rhoades (name), of Comcast of Spokane, LLC (entity), on behalf of said entity. He is
 personally known to me or has presented --- (type of identification) as
 identification and did not take an oath.

Witness my hand and official seal.

Cheryl L. Bostwick
 Cheryl L. Bostwick Notary Public
 (Print Name)

My Commission expires: 1-7-09

08/11/2008 01:56:07 PM

5706297

Recording Fee \$81.00 Page 1 of 40
Condominium Declaration LANDTEK, LLC
Spokane County Washington



WHEN RECORDED, RETURN TO:

Hayford Village Company LLC
1429 Broadway
Everett, WA 98201

RECORDER/ASSESSOR QUESTIONS TO:

James C. Middlebrooks
3050 Belmonte Lane
Everett WA 98201
425-252-2693 - pete@jcmiddlebrooks.com

DOCUMENT TITLE(S):

**DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR
"HAYFORD VILLAGE II MASTER CONDOMINIUM"**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: NONE

GRANTOR(S): (DECLARANT)

Hayford Village Company LLC

GRANTEE(S): (PROJECT NAME)

"HAYFORD VILLAGE II MASTER CONDOMINIUM"

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

Section 7, Township 24N, Range 42E, W.M.

SW 1/4

XX Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

24073.6100

☐ Additional legal is on Exhibit A of the document

NOTICE TO RECORDER'S OFFICE: AS REQUIRED BY RCW CHAPTER 64.34, AT THE TIME OF RECORDING OF THIS DECLARATION INSERT THE CROSS-REFERENCE RECORDING DATA OF THE SURVEY MAP AND PLANS RECORDED IN CONNECTION HERewith. The Survey Map and Plans of the Condominium referred to herein filed with the Recorder of SPOKANE, Washington, simultaneously with the recording of this Declaration under File No. 5706296 in Volume 4 of Condominiums, pages 92 through 93.

**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
HAYFORD VILLAGE II MASTER CONDOMINIUM**

DEVELOPMENT PLAN

The recording of the master declaration ("Master Declaration") and related survey map and plans ("Master Survey") under Auditor's File NOS. 5706296 and 5706297 created Hayford Village II Master Condominium ("Master Condominium") containing seventy-five(75) units ("Master Units 74 through 148, inclusive, collectively "Master Units"). Hayford Village II Master Owners Association ("Master Association") will be created by the filing of Articles of Incorporation ("Master Articles") of Master Association and the Bylaws ("Master Bylaws") of the Master Association.

By the recording of one or more condominium declarations and survey map and plans, one or more condominiums (all collectively being referred to as the "Sub-Condominiums") may be created within all or a portion of the Master Condominium, and contain two or more Master Units. Each Sub-Condominium may be expanded by adding additional Master Units, and additional Sub-Condominiums may be created containing Master Units. For each Sub-Condominium, an owners association ("Sub- Association") will be created pursuant to articles of incorporation ("Sub-Association Articles") and bylaws ("Sub-Association Bylaws") collectively referred to as the "Sub-Associations".

Each Sub-Condominium (and the declaration and survey thereof) shall be subject to the Master Condominium, Master Declaration and Master Survey. Each Sub-Association (and the articles and bylaws thereof) shall be subject to the Master Association, Master Articles and Master Bylaws.

**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
HAYFORD VILLAGE II MASTER CONDOMINIUM**

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**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
Hayford Village MASTER Condominium**

DEVELOPMENT PLAN

The recording of the master declaration ("Master Declaration") and related survey map and plans ("Master Survey") under Auditor's File NOS. _____ and _____ created Hayford Village II Master Condominium ("Master Condominium") containing seventy-five (75) units ("Master Units 74 through 148, inclusive, collectively "Master Units"). Hayford Village II Master Owners Association ("Master Association") will be created by the filing of Articles of Incorporation ("Master Articles") of Master Association and the Bylaws ("Master Bylaws") of the Master Association.

By the recording of one or more condominium declarations and survey map and plans, one or more condominiums (all collectively being referred to as the "Sub-Condominiums") may be created within all or a portion of the Master Condominium, and contain two or more Master Units. Each Sub-Condominium may be expanded by adding additional Master Units, and additional Sub-Condominiums may be created containing Master Units. For each Sub-Condominium, an owners association ("Sub- Association") will be created pursuant to articles of incorporation ("Sub-Association Articles") and bylaws ("Sub-Association Bylaws") collectively referred to as the "Sub-Associations".

Each Sub-Condominium (and the declaration and survey thereof) shall be subject to the Master Condominium, Master Declaration and Master Survey. Each Sub-Association (and the articles and bylaws thereof) shall be subject to the Master Association, Master Articles and Master Bylaws.

Pursuant to the Act defined in Section 1.8.1 and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole owner(s), lessee(s) or possessor(s) of said Property, make the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments.

The name of this Condominium is **Hayford Village II Master Condominium**.

**Article 1
INTERPRETATION**

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate 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 effectuate the intent of this Declaration insofar as reasonably possible.

1.2 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.

1.3 Covenant Running With Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

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

1.5 Declarant Is Original Owner. Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are recorded.

1.6 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.

1.7 Inflationary Increase in Dollar Limits. 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 Seattle, Washington for All Urban Consumers, prepared by the United States Department of Labor for the base period, January 1 of the calendar year following the year in which the Declaration was recorded, to adjust for any deflation in the value of the dollar.

1.8 Definitions

1.8.1 "The Act" means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34) as amended.

1.8.2 "Allocated Interests" means those undivided interests in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit more particularly provided for in Article 8 and as shown in Exhibit B.

1.8.3 "Assessment" 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 account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

1.8.4 "Association" means all of the Owners acting as a group in accordance with the Bylaws and with this Declaration as it is duly recorded and as they may be lawfully amended, which Association is more particularly provided for in Article 9.

1.8.5 "Board" means the board of directors of the Association provided for in Section 10.3.

1.8.6 "Books and Records of the Association" shall be given the broadest possible meaning and shall include, without limitation, exception or qualification, the following:

(a) Declaration, Survey Map and Plans, Articles of Incorporation, Bylaws and other rules and regulations governing the Condominium (or any part thereof), and all amendments thereto;

(b) minute books, including all minutes, of all Owner, Board, Officer, Committee or other meetings relating to the Condominium (or any part thereof), including all reports, documents, communications or written instruments attached thereto or referenced therein);

(c) all financial records, including without limitation canceled checks, bank statements, and financial statements of the Association and source documents from the time of incorporation of the Association through the current date;

(d) all reports, documents, communications or written instruments pertaining to the personal property of the Association or the Condominium (or any part thereof);

(e) all reports, documents, communications, written instruments, plans, and specifications pertaining to the construction, remodeling, maintenance, repair, replacement or condition of the Condominium (or any part thereof);

(f) all Insurance policies or copies thereof for the Condominium (or any part thereof) and Association;

(g) copies of any certificates of occupancy that may have been issued for the Condominium (or any part thereof);

(h) any other permits or notices issued by governmental bodies applicable to the Condominium (or any part thereof) in force or issued;

(i) all written warranties that are still in effect for the Condominium (or any part thereof), or any other areas

or facilities which the Association has the responsibility to maintain and repair, from the Declarant, contractor, subcontractors, suppliers, and manufacturers, together with all owners' manuals or instructions furnished with respect to installed equipment or building systems;

(j) a roster of Owners, Officers and Board members and eligible mortgagees and their addresses and telephone numbers, if known;

(k) any leases of the Common Elements or areas and other leases to which the Association is a party; any employment, service, consultation, professional or other contracts in which the Association, Board or Officer is one of the contracting parties, or in which the Association or the Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge, or which in any way relate to the Condominium (or any part thereof);

(l) all reports, documents, communications or written instruments pertaining to any litigation or other legal or mediation/arbitration proceeding (whether pending, threatened, or under consideration) to which the Association (or Board, Officer or Owner) is or may be a party, or which may relate to or affect the Condominium (or any part thereof); and

(m) all other reports, documents, communications or written instruments in any way relating to or affecting the Association, Board, Officers, Owners or the Condominium (or any part thereof).

1.8.7 "Bylaws" shall mean the bylaws of the Association provided for in Article 9.

1.8.8 "Common Elements" means all portions of the Condominium other than the Units.

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

1.8.10 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Article 8.

1.8.11 "Condominium" means the condominium created by this Declaration and related Survey Map and Plans pursuant to the Act.

1.8.12 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract and with respect to a Unit in a leasehold condominium, a transfer by lease or assignment thereof, but shall not include a transfer solely for security.

1.8.13 "Declarant" means any person or group of persons acting in concert who (a) executed as Declarant this Declaration, or (b) reserves or succeeds to any Special Declarant Right under the Declaration.

1.8.14 "Declarant Control" means the right, if expressly reserved by this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove Association officers and Board members, or to veto or approve a proposed action of the Board or Association; provided, in no event shall exercising the voting rights allocated to a unit or units owned by the Declarant or Declarant's affiliates be deemed "Declarant Control".

1.8.15 "Declaration" means this Declaration and any amendments thereto.

1.8.16 "Development Rights" means any right, if expressly reserved by the Declarant in this Declaration to: (a) add real property or improvements to the Condominium; (b) create Units, Common Elements, or Limited Common Elements within real property included or added to the Condominium; (c) subdivide Units or convert Units into Common Elements; (d) withdraw real property from the Condominium; or (e) reallocate limited common elements with respect to units that have not been conveyed by the Declarant.

1.8.17 "Dispose" or "Disposition" means a voluntary transfer or conveyance to a purchaser or lessee of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

1.8.18 "Eligible Mortgagee" means a mortgagee of a Unit or the Mortgagee of the Condominium that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

1.8.19 "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage or a deed in lieu thereof.

1.8.20 "Identifying Number" means the designation of each Unit in a Condominium.

1.8.21 "Interior Surfaces" (where that phrase is used in defining the boundaries of Limited Common Elements) shall not include paint, paneling, and other such finished surface coverings. Said finished coverings, along with fixtures and other tangible personal property located in and used in connection with said Limited Common Element, shall be deemed a part of said Limited Common Element.

1.8.22 "Limited Common Element" means a portion of the Common Elements allocated by this Declaration (or by subsequent amendments thereto) or by operation of law for the exclusive use of one or more but fewer than all of the Units as provided in Article 7.

1.8.23 "Manager" means the person retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person and as are provided in a written agreement between such person and the Association.

1.8.24 "Mortgage" means a mortgage or deed of trust that creates a lien against a Unit and also means a real estate contract for the sale of a Unit.

1.8.25 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee.

1.8.26 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit, which mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also be deemed to include the Mortgagee of the Condominium.

1.8.27 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Declaration affects, which Mortgage was either: recorded prior to the recordation of this Declaration; or was recorded against all Units after the recordation of this Declaration but prior to the recorded conveyance of any Unit. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units.

1.8.28 "Notice and Opportunity to be Heard" means the procedure described in Article 10 of this Declaration.

1.8.29 "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entities.

1.8.30 "Property" or "Real Property" means any fee, leasehold or other estate or interest in, over, or under the land described in Exhibit A, including Buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" included parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and all personalty intended for use in connection therewith.

1.8.31 "Purchaser" means any person, other than Declarant, who by means of a Disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest, including renewal options, of less than twenty years at the time of creation of the Unit, or (b) as security for an obligation.

1.8.32 "Renting or Leasing" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

1.8.33 "Residential Purposes" means use for dwelling or recreational purposes, or both.

1.8.34 "Special Declarant Rights" means rights, if expressly reserved in this Declaration for the benefit of Declarant to:

(a) complete improvements indicated on Survey Maps and Plans filed with the Declaration under RCW 64.34.232;

(b) exercise any Development Right under Section 23.2;

(c) maintain sales offices, management offices, signs advertising the Condominium, and models under

Section 23.1.2;

(d) use easements through the Common Elements for the purpose of making improvements within the Condominium or within real property which may be added to the Condominium;

(e) make the Condominium part of a larger Condominium or a development under RCW 64.34.280;

(f) make the Condominium subject to a master association under RCW 64.34.276; or

1.8.35 "Survey Map and Plans" means the survey map and the plans recorded simultaneously with this Declaration and any amendments, corrections, and addenda thereto subsequently recorded.

1.8.36 "Unit" means a portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to Article 4.

1.8.37 "Unit Owner" means, subject to Section 1.9.5, a Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation; or is merely "renting" or "leasing" a Unit as defined in Section 1.8.31. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

1.8.38 "Unit Structure" means the improvements located or to be located within a Unit.

1.9 Construction and Validity

1.9.1 All provisions of the Declaration and Bylaws are severable.

1.9.2 The rule against perpetuities may not be applied to defeat any provision of the Declaration, Bylaws, rules, or regulations adopted pursuant to RCW 64.34.304(1)(a).

1.9.3 In the event of a conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

1.9.4 The creation of this 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 the Declaration or Survey Map and Plans or any amendment thereto to comply with the Act.

1.9.5 If the Declaration or Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition contained in Section 1.8.35, the term "Unit Owner" in such context shall, unless the Declaration or Bylaws otherwise provide, be deemed to include any director, officer, 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 he or she were not a director, officer, partner in, or trustee of such a person shall be disqualified from continuing in office if he or she ceases 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.

Article 2 DESCRIPTION OF REAL PROPERTY

The Real Property included in the Condominium is described in Exhibit A attached hereto.

Article 3 DESCRIPTION OF UNITS

Exhibit B attached hereto sets forth the following:

3.1 Number of Units. The number of Units which Declarant has created and reserves the right to create.

3.2 Unit Number. The Identifying Number of Each Unit created by the Declaration.

3.3 Unit Description. With respect to each existing Unit:

3.3.1 The approximate square footage.

3.3.2 Because the Unit is an envelope of defined space (which may in the future, but not necessarily on the Declaration's recording date, contain a structure), the Declaration may not include: number of bathrooms, bedrooms and

fireplaces within a Unit or the building levels on which the Unit is located.

3.4 Access to Public Streets. Each Unit has direct access to public streets.

Article 4 BOUNDARIES

4.1 Unit Boundaries. Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. A Unit shall include all structures, improvements, and fixtures now or hereafter located within said space.

4.2 Monuments as Boundaries. Any physical boundaries of a Unit constructed in substantial accordance with the original Survey Map and Plans thereof become its boundaries rather than the metes and bounds expressed in the Survey Map and Plans, regardless of settling or lateral movements of the said physical boundaries or minor variances between boundaries shown on the Survey Map and Plans and those of any said physical boundaries. This Section does not relieve a Declarant or any other person of liability for failure to adhere to the Survey Map and Plans.

4.3 Relocation of Boundaries; Adjoining Units

4.4 In General. Subject to the provisions of the Declaration and other provisions of law, the boundaries between adjoining Units may only be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within thirty days that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit owners, contains words or conveyance between them, and is recorded in the name of the grantor and the grantee.

4.5 Survey Map and Plans. The Association shall obtain and record Survey Maps or Plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and Identifying Numbers.

Article 5 DESCRIPTION OF OTHER IMPROVEMENTS

5.1 Recreational Facilities. There are no recreational facilities included within the Condominium.

5.2 Parking. The total number of covered, uncovered or enclosed parking spaces within the Condominium has not been determined.

5.3 Moorage Slips. There are no moorage slips within the Condominium.

Article 6 COMMON ELEMENTS

6.1 Description. The Except as otherwise specifically allocated by the provisions of Article 7 or other provisions of this Declaration or amendments hereto, the Common Elements consist of all portions of the Condominium except Units and include the following:

6.1.1 The Real Property described in Exhibit A, and improvements thereto, which are not part of a Unit..

6.1.2 Installations of utility services such as power, light, gas, water and septic sewer system and in general all apparatus and installations existing for common use; including such utility installations that are located above, on or below the surface of the land described in Exhibit A, and including all easements providing for the use, maintenance and repair of such utility installations. The Common Elements shall not include the hookup of a dwelling structure to the sewer septic system.

6.1.3 All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

Article 7 LIMITED COMMON ELEMENTS

7.1 Limited Common Elements. As of the Declaration recording, there are no Limited Common Elements are

allocated for the exclusive use of the Owners, except as may be noted in Declaration Exhibit A or depicted on the Survey.

Article 8 ALLOCATED INTERESTS

The Allocated Interests of each Unit (that is, the undivided interest in the Common Elements, the Common Expense Liability and the votes in the Association allocated to each Unit) are set forth in Exhibit B attached hereto. The Allocated Interest appertaining to each Unit cannot be changed except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated Interest made without the Unit to which that Interest is allocated is void.

Article 9 OWNER'S ASSOCIATION

9.1 Form of Association. The Association shall be organized as a non-profit corporation under the laws of the State of Washington and shall be known as **Hayford Village II Master Condominium Owners Association**.

9.2 Membership

9.2.1 Qualification. Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association.

9.2.2 Transfer of Membership. The Association membership of each Owner (including Declarant) 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 Owner thereof.

9.3 Voting

9.3.1 Number of Votes. The total voting power of all Owners shall be equal to the total number of Units, with one vote allocated to each Unit.

9.3.2 Multiple Owners. If only one of the multiple Owners of a Unit is present at a meeting of the Association, the owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

9.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance.

9.3.4 Association Owned Units. No votes allocated to a Unit owned by the Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

9.3.5 Pledged Votes. If an Owner is in default under a first Mortgage on the Unit for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with

this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

9.4 Meetings, Notices and Quorums

9.4.1 Meetings. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or by Unit owners having twenty percent of the votes in the Association. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

9.4.2 Quorums.

(a) A quorum is present throughout any meeting of the Association if the owners of Units to which twenty-five percent of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting. If a quorum is not present, the meeting shall be adjourned for not less than 10 and no more than 30 days at which adjourned meeting the quorum shall be reduced to fifty percent.

(b) A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent of the votes on the Board are present at the beginning of the meeting.

9.5 Bylaws of Association

9.5.1 Adoption of Bylaws. Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration shall be adopted by the Association upon concurrence of those voting Owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

9.5.2 Bylaws Provisions. The Bylaws may contain supplementary, not inconsistent, provisions regarding the operation and administration of the Condominium.

Article 10 MANAGEMENT OF CONDOMINIUM

10.1 Administration of the Condominium. The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association which are incorporated herein by reference and made a part hereof.

10.2 Election and Removal of Board and Officers.

10.2.1 Election By Owners, In General. The Unit Owners (including Declarant and any Affiliate of Declarant to the extent Units are owned by Declarant or any such Affiliate) shall elect a Board of at least three members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

10.2.2 Election By Owners, Other Than Declarant.

(a) The affairs of the Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant. Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant still owned all of the units), and unless the Bylaws are amended at that meeting, the Board shall be composed of three (3) Members (not including a Board member designated by Declarant), a majority of whom must be Owners of Units in the Condominium.

(b) Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant still owned all of the units), and unless the Bylaws are amended at that meeting, the Board shall be composed of two (2) Members (not including a Board member designated by Declarant), one elected by each Unit Owner; provided, the Declarant (or a representative of Declarant) shall have the right (which may not be terminated by amendment to the Declaration or Bylaws, and which shall continue so long as any Special Declarant Rights or Developments Rights remain in effect or Declarant has any obligation or liability of any express or implied warranty) to serve as a full non-voting member of the Association Board (with all of the rights and powers of

a Board member except for the right to vote).

10.2.3 Taking Office; Officers. The Board shall elect the officers of the Association. Such members of the Board and officers shall take office upon election.

10.2.4 Removal. The Unit Owners, by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause.

10.3 Management by Board.

10.3.1 On Behalf of Association. Except as otherwise provided in the Declaration, the Bylaws, Section 10.3.2 or the Act, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

10.3.2 Not on Behalf of Association. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Section 21.1, to terminate the Condominium pursuant to RCW 64.34.268, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board pursuant to section 10.2; but the Board may fill vacancies in its membership for the unexpired portion of any term.

10.3.3 Budget Approval. Within thirty 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 not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the 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 such time as the Unit Owners ratify a subsequent budget proposed by the Board.

10.4 Authority of the Association

10.4.1 The Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under the Act and this Declaration, including without limitation:

- (a) Adopt and amend Bylaws, rules, and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
- (d) Subject to the provisions of the Declaration, 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; provided, that on matters affecting a Unit the Association must obtain the prior written consent of the Owner of the Unit affected;
- (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, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 10.8;
- (i) Grant easements, leases, licenses, and concessions through or over the Common Elements and 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, and for services provided to Unit Owners;

(k) Impose and collect charges for 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 the 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 Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association;

(l) Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 64.34.425 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 common expense assessments, but only to the extent the Declaration provides;

(o) Exercise any other powers conferred by the Declaration or 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, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the Condominium, and the 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 Owner; provided that the Board shall levy a special charge against the Unit of such 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 which 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 Owners. Where one or more 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 attorney fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Units responsible to the extent of their responsibility.

10.4.2 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 Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power.

10.4.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Owners or any of them.

10.4.4 The Board and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units and Limited Common Elements.

10.5 Borrowing by Association. In the discharge of its duties and the exercise of its powers as set forth in Section 10.4.1, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the 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 Owner of a Unit may remove said Unit and the Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such assessment by pay-

ment of the Allocated Interest in Common Expense Liability attributable to such Unit. Subsequent to 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 his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.

10.6 Association Records and Funds

10.6.1 Records and Audits. The Association shall keep financial records sufficiently detailed to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All Books and Records of the Association (as defined in Section 1.8) shall be made reasonably available (at all reasonable hours of weekdays or under other reasonable circumstances) for examination and copying by Declarant, and any Owner, Mortgagee, insurer and guarantor of any Mortgage on any Unit, or their agents. 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 of fifty 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 Units, an annual audit is also required but may be waived annually by Owners (other than the Declarant) of Units to which sixty percent of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

10.6.2 Fund Commingling. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any Manager of the Association or any other person responsible for the custody of such 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 persons who are officers or directors of the Association.

10.7 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 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.

10.8 Common Elements, Conveyance, Encumbrance.

10.8.1 In General. Portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association if the 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, agree to that action; but all the 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 are an asset of the Association.

10.8.2 Agreement. An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications 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 ratifications thereof must be recorded in every county in which a portion of the Condominium is situated and is effective only upon recording.

10.8.3 Conditions Precedent. The Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to Sections 10.8.1 and 10.8.2. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

10.8.4 Void Transactions. Any purported conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this Section, is void.

10.8.5 Support Right. A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Unit of its rights of access and support.

10.8.6 Prior Encumbrances. A conveyance or encumbrance of Common Elements pursuant to this section shall not affect the priority or validity of preexisting encumbrances either on Units (and their Allocated Interest in Common Elements) or on Common Elements.

10.9 Governmentally Required Maintenance, etc. Any insurance, maintenance, repair, replacement, alteration or other work, or the monitoring of such work, which is required by any governmental entity (including without limitation, federal, state or local government, public or private utility provider, local improvement district, or other governmental or quasi-governmental entity or agency), and regardless of whether such requirement is now or hereafter established, and whether imposed in connection with a building permit or other governmental approval or requirement, and whether involving land within public rights of way or subject to ownership or exclusive use of one owner, shall be the sole and exclusive responsibility of the Association (not the Declarant) and any cost incurred in connection therewith shall be a Common Expense. In furtherance of the generality of the foregoing, and not by way of limitation, such work shall include: maintenance of any grass-lined swales and proper disposal of clippings; maintenance of wetland plantings; replacement of wetland and landscape plantings that die during any required maintenance period; maintenance of public and private storm sewer and retention systems. Declarant shall have the right, but not the obligation, to perform any such work if the Association fails to do so. The Association shall promptly upon demand reimburse Declarant for any costs directly or indirectly incurred by declarant as a result of the Declarant performing, or the Association's failure to perform, such work (including any work necessary to obtain a release, or avoid a forfeiture, of any cash deposit or other bond made by Declarant).

10.10 Right to Notice and Opportunity To Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants, or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Article 11

USE; REGULATION OF USES; ARCHITECTURAL UNIFORMITY

11.1 Residential Units. The Units shall be used: for Residential Purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the Unit Owner or occupant resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis; for such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with the Declaration and applicable law in residential dwellings; for the common social, recreational or other reasonable uses normally incident to such purposes; and for purposes of operating the Association and managing the Condominium.

11.2 Vehicle Parking Restrictions. Parking within the condominium shall be subject to local parking rules for public roads within the condominium and the rules and regulations of the Association.

11.3 Common Elements. Each Owner: shall have the right to use the Common Elements in common with all other Owners. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements shall be governed by the provisions of the Condominium Act, this Declaration, the Bylaws, and the rules, and regulations of the Association. The right to use the Common Element private roads includes the right to use such roads to access adjoining public roads. Common drives, walks, corridors, stairways and other general Common Elements shall be used exclusively for normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board.

11.4 Unit Maintenance.

11.4.1 Standard of Condition. Each Unit Owner shall, at his sole expense, have the right and the duty to keep the interior and exterior of his Unit and its structures, improvements, equipment, appliances, and appurtenances in good order, condition and repair. Each Owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any structures, improvements, plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which may be in or connected with his Unit.

11.4.2 Landscaping. Each Owner shall be responsible for the maintenance, and repair of the entire yard and irrigation system within the Owner's Unit, including (without limitation) the requirements for fertilizers, re-planting, weed control and all other aspects of landscaping care and maintenance. No Owner shall allow the lawn or landscaping to die or deteriorate or allow waste, rubbish, trash, animal waste, or other material accumulate on the grounds of their Unit. The Association shall have and retain the right to demand that each Owner maintain and replace the lawn, landscaping, irrigation system and other non-lawn portions of the Owner's Unit. If any portion of the Unit is not

maintained properly, or if the Owner fails to properly install or maintain the lawn, landscaping, or irrigation system, the Board may notify the Owner of such failure, and instruct the Owner to remedy such failure. If the Owner does not remedy such failure within 15 days after such Notice and Opportunity to be Heard, then the Association shall have the right to contract for the completion of the required work and levy a special Assessment against the Owner for the cost. Any material modifications to the landscaping are subject to Board approval pursuant to the same procedure specified in Section 11.5. Unit owners are strictly prohibited from making any alterations to any landscaping (especially street trees) located in the front yards of their Units, or located in the Common Elements in front of their Units.

11.5 Effect on Insurance. Nothing shall be done or kept in any Unit or in the Common or Limited Common Element which will increase the rate of insurance on the Common Elements or Units without the prior written consent of the Board. No Owner and/or Purchaser shall permit anything to be done or kept in his Unit or in the Common or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Elements, or which would be in violation of any laws.

11.6 Signs. No sign of any kind shall be displayed to the public view on or from any Unit or Common or Limited Common Element without the prior consent of the Board; provided, that the Board shall, by and subject to appropriate rule, permit temporary placement of a sign, at a space designated by the Board, indicating that a Unit is for sale or lease; and provided, that this section shall not apply to Declarant or Declarant's agents in exercising any Special Declarant Right reserved by Declarant under this Declaration.

11.7 Pets. Domestic household pets, such as dogs and cats, may be kept by Unit Owners; provided, that the keeping of pets shall be subject to such reasonable rules and regulations as the Board may from time to time adopt. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain. Animals which are generally perceived as being dangerous (such as pit bull dogs) are prohibited.

11.8 Offensive Activity.

11.8.1 No noxious or offensive activity shall be carried on in any Unit or Common or Limited Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

11.8.2 All occupants shall avoid making noises, and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants. Owner shall also control their pets so that they do not disturb other occupants.

11.8.3 No garments, rugs or other objects shall be hung from the windows or facades, lanais of the project or otherwise displayed in public view. No rugs or other objects shall be dusted or shaken from the windows, lanais or doors of any Unit or cleaned by beating or sweeping on any walkways, patios, entries or other exterior part of the project.

11.8.4 No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Element of the project outside of the disposal facilities provided for such purposes.

11.8.5 Every Unit Owner and occupant shall at all times keep his Unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, rules and regulations, including kennel laws and animal control laws.

11.9 Excavations; Subsurface Rights. No excavation or drilling for mineral, ore, stone, gravel, petroleum or earth shall be made upon any Unit, other than excavations necessary for construction purposes relating to the Home, garage, outbuildings, utilities, drainage, concrete work, and for the purpose of contouring, shaping, fencing, landscaping and generally improving any Unit in a manner approved by the Board. There shall be no deed, conveyance, agreement or other document executed by an Owner which should affect or cause a separation into different ownership of the surface or subsurface rights of any Unit, or portion thereof.

11.10 Common Element Alterations. Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Element except upon the written consent of the Board and after procedures required herein or by law.

11.11 House Rules. The Board or the Association membership is empowered to pass, amend and revoke detailed, reasonable administrative rules and regulations, or "House Rules," necessary or convenient from time to time to insure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Association.

11.12 Maintenance of View. Trees and vegetation planted in the Common Elements shall be pruned by the Association in a manner to preserve as much view as possible from each of the Units.

11.13 Timesharing. Timesharing, as defined in the Washington Timeshare Act, is prohibited.

11.14 Fences.

11.14.1 All fencing shall meet the design specifications established in the rules and regulations adopted by the Board. Fences may be installed only in those locations designated by the Board in the rules and regulations.

11.14.2 Each Owner shall maintain, repair and replace any hedge, fence or retaining wall, within the Unit and shall jointly maintain, repair and replace any hedge, fence or retaining wall which is on a boundary line for two Units or for a Unit and the Common Element with each adjoining Owner, or the Owner and Association if the adjoining property is a Common Element, sharing equally in the costs. The Board shall decide any disputes between two Owners or between an Owner and the Association and may, after Notice and Opportunity to be Heard, authorize the work to be done and levy a special assessment against the Owner for that Owner's share of the cost.

11.15 Utilities. All utility connections and service lines to each Unit shall be installed, (including electric service, irrigation piping, water service, sewer, cable TV, and telephone cable), in accordance with accepted construction and utility standards. The cost of installation and usage of all utilities shall be borne solely by the applicable Owner.

11.16 Slope Maintenance. Each Unit Owner will strictly comply with the slope retention restrictions and requirements described in the Associations Rules and Regulations..

11.17 Hazardous Substances. Each Owner shall not permit any Hazardous Substance to be generated, processed, stored, transported, handled, or disposed of on, under, in or through the Owner's Unit or Common Element. Each Owner shall indemnify, defend, and hold harmless the other Owner or Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit by the Owner, tenants, or invitees of the Unit. As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste, or material which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste, or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), or under any local or state rule or regulation. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, and/or genetic abnormalities.

Article 12 COMMON EXPENSES AND ASSESSMENTS

12.1 Estimated Expenses.

12.1.1 Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board: shall estimate the charges including Common Expenses, and any special charges for particular Units to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance, repair, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the prior year's operating fund.

12.1.2 Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common Elements which can reasonably be expected to require replacement or a major repair prior to the end of the useful life of the Buildings. 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. The initial Board, whether appointed by Declarant or elected by Declarant or Unit Owners other than Declarant, may at any suitable time establish the first such estimate.

12.1.3 If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners according to Section 12.4. 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.

12.1.4 Within 30 days after adoption of any proposed budget for the Condominium after the Transition Date, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than 14 nor more than 60 days after mailing of the summary. Unless at that meeting the Owners 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 such time as the Unit Owners ratify a subsequent budget proposed by the Board.

12.2 Payment by Owners. Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article 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 as the Board shall designate. No Owner may exempt himself 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 Owner's Unit.

12.3 Commencement of Assessments. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments.

12.4 Allocated Liability. Except for Assessments under Sections 12.5, 12.6 and 12.7, all Common Expenses must be assessed against all the Units in accordance with the allocations set forth in Exhibit B. Any past due Common Expense Assessment or installment thereof bears interest at the rate established by the Association pursuant to Section 12.14.

12.5 Only Some Units Benefitted. The Board may elect that any Common Expense or portion thereof benefitting fewer than all of the Units must be assessed exclusively against the Units benefitted.

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

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

12.8 Assessments for Judgment. 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 Allocated Common Expense Liabilities at the time the judgment was entered.

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

12.10 Reallocation. If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

12.11 Lien For Assessments

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

12.11.2 Priority. A lien under Section 12.12 shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of the 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.

12.11.3 Mortgage Priority. Except as provided in Sections 12.12.4 and 12.12.5, the lien shall also be prior to the Mortgages described in Section 12.12.2(b) to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to Section 12.1, which would have become due during the six months immediately preceding the date of the sheriff's sale in an action for judicial foreclosure by either the Association or a Mortgagee, the date of a trustee's sale in a non-judicial foreclosure by a Mortgagee, or the date of recording of the Declaration of forfeiture in a proceeding by the vendor under a real estate contract.

12.11.4 Mortgagee Notice. The priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that the lien priority under Section 12.12.3

includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Association gives the holder a written notice of the delinquency. This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Association.

12.11.5 Recording as Notice. Recording of the Declaration constitutes record notice and perfection of the 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 the written notice of delinquency to a Mortgagee referred to in Section 12.12.3.

12.11.6 Limitation on Action. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

12.11.7 Foreclosure. The lien arising under Section 12.12 may be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. 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 months. Nothing in this Section shall prohibit an Association from taking a deed in lieu of foreclosure.

12.11.8 Receiver. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the 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 applicable charges, 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 days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

12.11.9 Mortgagee Liability. Except as provided in Section 12.12.3, 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 to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section.

12.11.10 Lien Survives Sale. The lien arising under Section 12.12 shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure, as provided in Section 12.12.9.

12.12 Owner Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are 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 latter 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.

12.13 Late Charges. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious 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.

12.14 Attorney's 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.

12.15 Assessment Certificate. The Association, upon written request, shall furnish to a Unit Owner or a 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 days after 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.

12.16 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 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 which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

12.17 Delinquent Assessment Deposit; Working Capital

12.17.1 Delinquent Assessment Deposit.

(a) A Unit Owner may be required by the Board or by the Manager, from time to time, to make and maintain a deposit not less than one (1) month nor in excess of three (3) months estimated monthly Assessment and charges, which may be collected as are other Assessments and charges. Such deposit shall be held in a separate fund, be credited to the Unit owned by such Owner, and be for the purpose of establishing a reserve for delinquent Assessments.

(b) The deposit may be used to pay assessment delinquencies at any time when such owner is ten (10) days or more delinquent in paying his monthly or other Assessments and charges. Said deposits shall not be considered as advance payments of regular Assessments. In the event the Board should draw upon said deposit as a result of a Unit Owner's delinquency in payment of any Assessments, said Owner shall continue to be responsible for the immediate and full payment of said delinquent Assessment (and all penalties and costs thereon) and thus the full restoration of said deposit, and the Board shall continue to have all of the rights and remedies for enforcing such Assessment payment and deposit restoration as provided by this Declaration and by law.

(c) Upon the sale of a Unit, the seller/Owner thereof shall not be entitled to a refund from the Association of any deposit or reserve account made or maintained with respect to such Unit pursuant to this or any other Section of this Declaration; rather, any such deposit or reserve account shall continue to be held by the Association for the credit of such Unit, and the Unit Purchaser shall succeed to the benefit thereof, and the Unit seller shall be responsible for obtaining from the Purchaser appropriate compensation therefor.

12.17.2 Working Capital Contribution. The Declarant may require that the first Purchaser of any Unit shall pay to the Association, in addition to other amounts due, an amount equal to two (2) months of monthly Assessments as a contribution to the Association's working capital. Such working capital contributions shall not be used to defray Declarant's expenses in completing the construction of the Condominium, to pay Declarant's contributions to Association reserves or to make up any deficits in the budget of the Association. Upon the election of the first Board by Unit Owners other than Declarant, Declarant shall pay to the Association as a working capital contribution an amount equal to two (2) months of monthly Assessments for each of the Units then owned by Declarant. When a Unit owned by Declarant is sold, Declarant may apply funds collected at closing from the Purchaser to reimburse itself for funds paid to the Association for such contribution with respect to that Unit.

**Article 13
INSURANCE**

13.1 In General. Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available:

13.1.1 Property insurance on the Common Elements of the Condominium, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than one hundred percent of the actual cash value 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 property policies; and

13.1.2 Liability insurance, including medical payments insurance, in an amount determined by the Board but not less than One Million Dollars, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

13.1.3 Workmen's compensation insurance to the extent required by applicable laws.

13.1.4 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable.

13.1.5 Such other insurance (including directors and officers liability) as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood 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 or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or 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.

13.2 Coverage Not Available. If the insurance described in Section 13.1 is not reasonable available, or is modified, canceled, or not renewed, the Association promptly shall 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. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

13.3 Claims Adjustment. Any loss covered by the property insurance obtained by the Association under this Article must be adjusted with the Association, but the insurance proceeds for that loss 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 Unit Owners and lienholders as their interests may appear. Subject to the provisions of Article 14, 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 restored or the Condominium is terminated.

13.4 Owner's Additional Insurance. Each Owner at the Owner's expense shall be obligated to maintain adequate casualty and liability insurance with respect to the Unit and any improvements thereto or personal property located therein, which insurance shall comply with the requirements of the Declaration; provided, that, by a vote of the Owners holding not less than fifty-one percent (51%) of the total voting power, the Owners may elect to have the Association maintain such insurance as provided in this Article.

13.5 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 Chapter 48.18 RCW 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.

13.6 Notification on Sale of Unit. Promptly upon the 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 Owners under Article 13 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

Article 14 DAMAGE OR DESTRUCTION; RECONSTRUCTION

14.1 Definitions; Significant Damage; Repair; Emergency Work.

14.1.1 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 which the Board is responsible to maintain or repair: (a) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs; and (b) which has a significant adverse impact on the habitability of any Unit or the ability of an Owner or Owners to use the Property or any significant portion of the Property for its intended purpose.

14.1.2 As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the Building or improvements which 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 then applicable governmental rules and regulations or available means of construction may be made.

14.1.3 As used in this Article, the term "Emergency Work" shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the Owners from liability arising out of the condition of the Property.

14.2 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:

14.2.1 The nature and extent of the Significant Damage, together with an inventory of the improvements and property directly affected thereby.

14.2.2 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.

14.2.3 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.

14.2.4 The amount, if any, that the estimated cost 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.

14.2.5 The Board's recommendation as to whether such Significant Damage should be Repaired.

14.3 Notice of Damage or Destruction. The Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, provide each Owner, and each first Mortgagee with a written notice summarizing the initial Board determination made under Section 14.2. If the Board fails to do so within said thirty (30) days, then any Owner or Mortgagee may make the determination required under Section 14.2 and give the notice required under this Section.

14.4 General Provisions.

14.4.1 Duty to Restore. Any portion of the Condominium for which insurance is required under this Article which is Significantly Damaged 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 of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which 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 in excess of insurance proceeds and reserves is a Common Expense.

14.4.2 Damage not Restored. If all or any portion of the damaged portions of the Condominium are not Repaired (regardless of whether such damage is Significant): (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not Repaired shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units.

14.4.3 Reallocation. If the Unit Owners vote not to Repair any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 15, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

14.4.4 Restoration by Board. If the damage (regardless of whether such damage is Significant) is to be repaired pursuant to Section 14.4, then:

14.4.5 Contract and Contractors. 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 effectuate the Repair and Restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with Repair upon satisfaction of the Board that such work will be appropriately carried out.

14.4.6 Insurance Trustee. The Board may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company that such firm or institution shall 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.

14.4.7 Decision to Terminate. In the event of a decision to terminate the Condominium and not to Repair and Restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the

Association as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the real property), and the remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268.

14.5 Restoration of Unit. In the event of damage or destruction by fire or other casualty to any Home or other improvements to the Lot, the Owner shall, regardless of the amount or availability of insurance proceeds, repair or rebuild such damage or destroyed portions of the Lot and improvements in a good workmanlike manner and in accordance with the provisions of the Declaration.

Article 15 CONDEMNATION

15.1 In General. 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 which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the Unit Owner for the 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, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this section is thereafter a Common Element.

15.2 Partial Unit Condemnation. Except as provided in Section 15.1, if 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 are reduced in proportion to the reduction in the size of the Unit, and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

15.3 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 Owners based on their respective 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 Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

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

15.5 Association to Represent Owners. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium, and any condemnation proceeds shall be payable to the Association for the benefit of the Owners of affected Units and their Mortgagees. Should the Association not act on the Owners' behalf in a condemnation process, the affected Owners may individually or jointly act on their own behalf.

Article 16 COMPLIANCE WITH DECLARATION

16.1 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and administrative 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 administrative 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 Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply. In the event of a dispute between the Declarant and the Association (or the Board or any Owner), each party shall be solely responsible for payment of all legal fees incurred by that party, regardless of the nature of the dispute or who may be the prevailing party.

16.2 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 an 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.

Article 17 LIMITATION OF LIABILITY

17.1 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 13, neither the Association nor the Board nor the Manager shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

17.2 No Personal Liability. So long as a Board member, Association committee member, or Association officer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person and such person's evaluation of such information, no such person (and no Association manager acting pursuant to the directions of the Board) shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence, including any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity. Without limiting the generality of the foregoing, the term "discretionary decisions" shall include evaluating and deciding whether or not to act in response to reports, investigations or recommendations received by such person, and shall include deciding whether or not to commence, defend, continue, or settle lawsuits or arbitration/mediation or other legal proceedings involving the Association or Condominium (or any part thereof). Provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 13.

17.3 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful or intentional misconduct, a knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property or services to which said person is not legally entitled. Provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The Association and each Owner shall defend, indemnify and hold Declarant harmless from any claim, expense or liability based on the failure of the Association or such Owner to comply with applicable duties and obligations under: the Declaration, Association Articles or Bylaws, or Association rules and regulations; or under any warranty obtained or issued by Declarant; or under applicable law.

17.4 Legal Proceedings. The rights, powers, benefits, duties and obligations granted to and imposed upon parties subject to this Declaration (including without limitation the Declarant, Owners, Association, Board and Officers) shall not be restricted, diminished, or otherwise modified by threatened or pending legal proceedings (including without limitation litigation, administrative, mediation, or arbitration), which proceedings involve one or more of such parties.

Article 18 MORTGAGEE PROTECTION

18.1 Change in Manager. In the event that professional management is employed by the Association, 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 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.

18.2 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not: without prior written approval of sixty-seven percent (67%) of all Eligible Mortgagees and sixty-seven percent (67%) of the Owners of record of the Units, seek by act or omission to: abandon or terminate the condominium status of the project; or abandon, encumber, sell or transfer any of the Common Elements.

18.3 Partitions and Subdivision. The Association shall not combine nor subdivide any Unit or the appurtenant Limited Common Elements, nor abandon, partition, subdivide, encumber or sell any Common Elements, or accept any proposal so to do, without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-

seven percent (67%) of Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s), so affected.

18.4 Change in Percentages. The Association shall not make any Material Amendment (as defined in Section 21.7) to this Declaration or Bylaws (including changes in the percentages of interest in the Common Elements) without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed.

18.5 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 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 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 or fidelity bonds 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 notices under this Section 18.5, the Mortgagee (or Mortgage insurer or guarantor) must send a written request 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 guaranties) the Mortgage.

18.6 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of said Declaration or the Bylaws shall control over such other inconsistent provisions.

18.7 Insurance

18.7.1 Board Duties. With respect to a first Mortgagee of a Unit, the Board shall:

(a) 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;

(b) Furnish any such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien;

(c) Require any insurance carrier to give the Board and any and all insured (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 non-payment);

(d) 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 provisions of Article 14;

(e) Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000);

(f) 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);

18.7.2 Additional Policy Provisions. In addition, the insurance policy acquired shall:

(a) 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;

(b) 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;

(c) Waive any provision invalidating such Mortgage clause by reason of: 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.

18.8 Inspection of Books. Declarant (and Declarant's agents), Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled: to inspect and copy at all reasonable hours of weekdays (or under other reason-

able circumstances) all of the Books and Records of the Association (as defined in Section 1.8), within a reasonable time following request; and, 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 the holders of fifty-one percent (51%) or more of first Mortgages at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

Article 19 EASEMENTS

19.1 General. It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for: all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan; and for the maintenance, repair and replacement of all improvements within each Unit. Each Unit as it is constructed is granted an easement (to which each other Unit and all Common and Limited Common Element is subject) for the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

19.2 Utility, Etc., Easements. The Board, on behalf of the Association and all members thereof, shall have authority to grant utility, road and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

19.3 Association Functions. There is hereby reserved to the Association, or their duly authorized agents and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Association as are set forth, provided for or authorized in: this Declaration; or in the Articles, Bylaws or Association Rules.

19.4 Declarant Functions. There is hereby reserved to the Declarant (and its duly authorized agents, employees, contractors and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Declarant as are set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or Association Rules; building or other governmental permits or approvals; and Purchase and Sale Agreement between Declarant and a Unit Purchaser; any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

19.5 Encroachments. Each Unit and each Common and Limited Common Element is hereby declared to have an easement over all adjoining Units and Common and Limited Common Element, for the purpose of accommodating any encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the Building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit. The provisions of this Section 19.5 are intended to supplement Article 4 and RCW 64.32.252 and, in the event of any conflict, the provisions of Article 4 and RCW 64.34.252 shall control.

Article 20 PROCEDURES FOR SUBDIVIDING OR COMBINING

20.1 Procedure. Subdivision and/or combining of any Unit or Units, are authorized as follows:

20.1.1 Owner Proposal. Any Owner of any Unit or Units may propose any subdividing or combining of any Unit or Units, and appurtenant Common Elements or Limited Common Elements in writing, together with complete plans and specifications for accomplishing the same and a proposed amendment to this Declaration, the Survey Map and Plans covering such subdividing or combining, to the Board, which shall then notify all other Unit Owners of the requested subdivision or combination.

20.1.2 Owner/Mortgagee Approval. Upon written approval of such proposal by sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of the Eligible Mortgagees, and of all Eligible Mortgagee(s) and Owner(s) of the Unit(s) to be combined or subdivided, the Owner(s) making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other Units or Common Elements or reasonable deadlines for completion of the work be inserted in the contracts for the work.

20.1.3 Survey Map and Plans. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments to the Survey Map, Plans, and Declaration of Condominium in accordance with the provisions of Article 21.

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

Article 21 AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

21.1 In General. Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), the Association (in connection with Sections 4.3 or 7.2.3, Articles 15 or 20, or termination of the Condominium), or certain Unit Owners (in connection with Article 4 or 7.2.3, or Article 20, or termination of the Condominium), and except as limited by Section 21.4, the Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated; provided, that the following Sections and Articles may be amended only by vote or agreement of Owners of Units to which one hundred percent (100%) of the votes in the Association are allocated, and only with the consent of the Declarant (so long as any right, duty or obligation of the Declarant continues under the Declaration or any express or implied warranty, agreement or law: Sections 1.8.6, 1.8.38, 10.2.2(c), 10.4.1(d), 10.6.1, 10.10, 10.11, 10.12, 17.2, 17.3, 18.8, 19.4, 21.6 and 21.7, and Articles 23 and 24.

21.2 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 year after the amendment is recorded.

21.3 Recording. Every amendment to the 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 the Declaration and each previously recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by RCW 64.32.216(1).

21.4 General Limitations. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, 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 Owner of each Unit particularly affected and the Owners of Units to which at least ninety percent of the votes in the Association are allocated other than the Declarant.

21.5 Execution. Amendments to the 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.

21.6 Special Declarant/Development Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant or Development Right, or any other right, power, benefit provided in the Declaration to Declarant (nor otherwise hinder the business activities or expectations of, or benefits provided hereunder to, the Declarant) without the consent of the Declarant and any Mortgagee of record (excluding Mortgagees of Units owned by persons other than the Declarant) with a security interest in the Special Declarant or Development Right or in any real property subject thereto.

21.7 Material Amendments. Any amendment to a provision of this Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall require the consent of fifty-one percent (51%) of the Eligible Mortgagees: voting rights; Assessments, Assessment liens, or the priority of Assessment liens; reserves for maintenance, repair, and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the Common or Limited Common Elements, or rights to their use; redefinition of any Unit boundaries; convertibility of Units into Common Elements or vice versa; expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium; insurance or fidelity bond; leasing of Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his

or her Unit; a decision by the Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder; restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration; any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or any provisions that expressly benefit Mortgage holders, insurers, or guarantors. A Mortgagee who fails to respond within thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered by certified or registered mail with a return receipt requested.

21.8 Map and Plans Amendment. Except as otherwise provided herein, the Survey Map 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 Map and Plans shall be made available for the examination of every Owner. Such amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the appropriate county office in conjunction with the Declaration amendment.

21.9 Lender Requirements. All Unit Owners covenant and agree, for themselves and their heirs, successors and assigns, to vote in favor of and implement any amendments hereto which may be necessary to satisfy the requirements of the Federal National Mortgage Association, Veteran's Administration and Federal Housing Administration.

Article 22 MISCELLANEOUS

22.1 Notices for All Purposes

22.1.1 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, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit 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 notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Board.

22.1.2 Mortgagee Notice. Upon written request therefor, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by his security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

22.1.3 Mortgagee's Acceptance

a. Priority of Mortgage. This Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgage.

b. Acceptance Upon First Conveyance. Unless otherwise expressly approved by the Purchaser of a Unit, Declarant shall not consummate the conveyance of title of such Unit until said Mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act, for partial release of Units with their appurtenant Limited Common Elements and Allocated Interest in Common Elements from the lien of said Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the Condominium status of the Units remaining subject to its Mortgage as well as its acknowledgment that such appropriate arrangements for partial release of Units have been made; provided, that, except as to the Units (and their Allocated Interests in Common Elements) so released, said Mortgage shall remain in full effect as to the entire Property.

22.2 Severability. The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants effect the common plan.

22.3 Conveyances; Notice Required. The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying: the Unit to be sold; the name and address of the Purchaser, of the closing agent, and of the title insurance company insuring the Purchaser's interest; and the estimated closing date. The Board shall have the right to notify the Purchaser, the title insurance company, and the closing agent of the amount of unpaid

assessments and charges outstanding against the Unit, whether or not such information is requested. It is understood, however, that a violation of this Section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

22.4 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of one or more Units and include Development Rights and Special Declarant Rights).

22.5 Effective Date. This Declaration shall take effect upon recording.

ARTICLE 23 SPECIAL DECLARANT RIGHTS DEVELOPMENT RIGHTS

23.1 Special Declarant Rights As more particularly provided in this Article, Declarant, for itself and any successor Declarant, has reserved the following Special Declarant Rights:

23.1.1 Completion of Improvements. Declarant, its agents, employees, contractors and representatives shall have the right to complete, repair, replace or correct improvements and otherwise perform work as set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or Association Rules; building or other governmental permits or approvals; and Purchase and Sale Agreement between Declarant and a Unit Purchaser; any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law. This Special Declarant Right shall continue so long as any right, duty or obligation of the Declarant continues under any express or implied warranty, agreement or law.

23.1.2 Sales Facilities of Declarant. Declarant, its agents, employees and contractors shall be permitted to establish and maintain in any Unit still owned by Declarant and in any of the Common Elements (other than Limited Common Elements assigned to Units not owned by 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 interests, 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, prospective tenants or purchasers of Declarant. Any such facilities not designated a Unit by the Declaration is a Common Element and, if Declarant ceases to be a Unit Owner, the Declarant ceases to have any rights with regard thereto unless it is removed promptly from the Condominium, which Declarant shall have the right to do. Declarant may maintain signs on the Common Elements advertising the Condominium. The provisions of this Section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of: the 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.

23.1.3 Exercise of Development Rights. Declarant shall have the right to exercise Development Rights, if any, under this Declaration and the Act.

23.1.4 Combination with Larger Project. Declarant shall have the right to make the Condominium part of a larger condominium or development under RCW 64.34.276, and the Allocated Interests of Units shall be reallocated using the same formula as provided in either Exhibit B, B-1 and/or B-2.

23.1.5 Subject to Master Association. Declarant shall have the right to make the Condominium subject to a Master Association under RCW 64.34.276.

23.1.6 Termination of Declarant Rights. Except as otherwise provided in this Declaration, the foregoing Special Declarant Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Development Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

23.2 Development Rights. As more particularly provided in this Article, the Declarant, for itself and any successor Declarant, has reserved the following Development Rights:

23.2.1 Parking/Storage Assignment.

(a) The total number of parking spaces which are anticipated for this Condominium are shown on Exhibit A attached hereto, and the general locations of such parking spaces and storage areas are depicted on the Survey Map and Plans.

(b) Unless the property does not have sufficient off-street parking and/or storage areas for each Unit, the Owner of each Unit has the unqualified right to use at least one parking space and storage area, either to be a part of the Unit, or to be allocated as provided in this Section 23.2.1.

(c) Declarant reserves the right to make the initial allocation of parking spaces, driving areas, and storage areas to each Unit such allocation being made pursuant to Section 7.1.2, 7.1.3 and 7.1.4 and Exhibits attached hereto (or by amendments thereto). With respect to each Unit, Declarant shall make such allocations prior to or contemporaneously with the closing of the sale of such Unit by Declarant.

(d) Until the approximate locations are shown on the Survey Map and Plans, and an allocation to Units is made by this Declaration or amendments thereto, such parking spaces, driving areas and storage areas shall continue as part of the Common Elements (but not as Limited Common Elements).

(e) Once the Declarant's right to make such allocations has expired, the balance of any parking spaces, driving areas, and storage areas, if any, not so allocated to specific Units shall continue as part of the Common Elements (not as Limited Common Elements) to be used in accordance with the rules and regulations established from time to time by the Board.

(f) If Declarant elects to reallocate parking or storage previously allocated to Units still owned by Declarant, Declarant shall comply with the provision of Section 7.2.2; such reallocation is expressly recognized as being authorized by and in compliance with this Declaration.

23.2.2 Development in Phases

(a) Right to Phase. This Condominium will be developed and established in more than one (1) phase. This Declaration provides a description of: the land within all phases; the general Common and Limited Common Elements for all phases; and the Units and Buildings for Phase 1 (and either herein or an amendment hereto, for the remainder of possible phases). The Survey Map and Plans, filed simultaneously herewith, depict certified as-built with respect to Phase 1 the following: a survey of the surface of the land for Phase 1 and all possible phases; the location of the Buildings for Phase 1; and the plans of the Buildings for Phase 1 showing as to each Unit in Phase 1 the vertical and horizontal boundaries, the location of all such Units, and the number and dimensions of all such Units. Said Survey Map and Plans, or amendments thereto, shall show such data with respect to the remainder of phases. 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 (including the land and all Units, Buildings and other improvements constructed thereon) as a Condominium under the Act until Declarant records an amendment to the Declaration (and an amendment to the Survey Map and Plans, if necessary) pursuant to subsection 23.2.5.

(b) Declaration, Survey Map and Plans Amendments. For each subsequent phase following Phase 1, the Declarant shall execute and record an amendment to this Declaration stating that said subsequent phase (including the subsequent phase land, and all Units, Buildings and other improvements thereon) is established as a Condominium under the Act. From and after the recording of said amendment, all of the land within Phase 1 and within subsequent phases for which such an amendment has been recorded, together with all Units, Buildings and other improvements constructed thereon, shall constitute a single Condominium pursuant to the Act and the provisions of this Declaration. In conjunction with said amendment to the Declaration, an updated or revised Survey Map, or Plans, or both, shall be filed if the previous Map and Plans filed affecting or describing said subsequent phase lack required detail, certification or other matters required under the Act. The Declarant is the 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 Units. The amendment must describe any Common Elements and any Limited Common Elements thereby created and, in the case of Limited Common Elements, designate the Unit to which each is allocated to the extent required by RCW 64.34.228. Development Rights may be reserved within any real property added to the Condominium if the amendment adding that real property includes all matters required by RCW 64.34.216 or 64.34.220, as the case may be, and the Survey Map and Plans include all matters required by RCW 64.34.232. This provision does not extend the time limit on the exercise of Development Rights imposed by this Declaration.

(c) Common Elements. All Common Elements for each phase will be utilized by Unit Owners of the next succeeding phase as it is established, and the additional Owners will, after the effective date of the subsequent phase, also share in the expenses of such Common Elements. Owners in a prior phase will utilize the Common Elements for the subsequent phases and also share in the expense thereof.

(d) Completion. Declarant shall complete subsequent phases in accordance with the plans and specifications prepared from time to time by or for Declarant and as approved from time to time by governmental authorities having jurisdiction thereof and by the lender or lenders financing the construction of subsequent phases. Improvements within subsequent phases will be reasonably consistent with improvements in prior phases in terms of quality of construction. Completion of subsequent phases will be pursued by Declarant as expeditiously as reasonably possible, subject to delays for reasons (including, but not limited to, financing availability, labor disputes, material shortages, and acts of God) reasonably beyond the control of Declarant. All improvements for subsequent phases shall be substantially completed before such phase is incorporated into the Condominium by amendment as provided in subsection 23.2.2(b) above.

(e) Allocated Interests. It is specifically covenanted that the Allocated Interests for Phase 1 are calculated with respect to the Units within Phase 1. At such time as additional phases are made effective by the filing of the above-described Declaration Amendment by Declarant, the Allocated Interests thereafter effective for all Units in Phase 1 and those added in each subsequent phase shall be reallocated as provided in Exhibit B attached hereto.

(f) Assessments Based on Allocated Interests for Phases. All Assessments for the various phases shall utilize and be based on the Allocated Interests stated for that phase until the succeeding phase is activated and commenced. The Declarant or Board may upon the activation of any phase, based on the reallocation of Allocation Interests, recompute the budget and the Assessments, and impose the revised Assessments.

(g) Easements for Phased Development.

(i) In addition to the general easements reserved by statute and by reference in other sections of this Declaration, there is reserved a non-exclusive easement in favor of Declarant (and Declarant's heirs, successors, assigns and purchasers) over and across the Phase 1 land (and across the land hereafter described in Exhibit A, as hereafter amended, for any subsequently completed phase) for ingress and egress and over and across easements, roadways, and utility lines specified or established in and for completed phases, and the right to connect thereto is reserved. Such reservations are for the purpose either of completing subsequent phases, or otherwise developing portions of the land for other purposes if not completed as a Condominium phase.

(ii) The easements reserved under this Section shall entitle the Declarant (and Declarant's heirs, successors, assigns), for development of each successive phase of the Condominium, or for development and utilization of the lands to have been included in any phase if such lands are utilized for other purposes under the powers reserved to Declarant: to tie into water, sewer, storm sewer, electrical, gas, telephone or other utility lines of all varieties; to connect with roadways or utility systems developed and emplaced in the completed phases of the Condominium; and, to the extent as owners and occupants within the Condominium, utilize any recreational facilities developed in completed phases of the Condominium.

(iii) 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 quality of the utility service to the land described in Exhibit A as Phase 1 and for the land in a subsequently completed phase; provided, that if said tie-ins cause an increase in the cost of delivering affected utility services to Phase 1 and for land in any subsequently completed phase, that cost shall be borne by the Declarant.

(iv) Any land which is not developed as a subsequent phase of the Condominium and which utilizes and benefits from the utility, roadway easements and recreational facility reserved to Declarant hereunder, shall pursuant to an irrevocable covenant running with the land be obligated to pay a pro rata share (based on relative number of living units) of the costs of subsequent repairs, maintenance and operation of said utilities, roadways and recreational facilities.

(v) Declarant (and Declarant's heirs, successors and assigns) shall have a non-exclusive easement to construct and maintain (at any time and at Declarant's sole cost and expense and in the exercise of Declarant's sole discretion and at such locations within Phase 1 and within any subsequently completed phases of the Condominium as Declarant may determine) such signs as Declarant may deem necessary for the identification of the name, location and direction, and for the sale or renting, of Buildings and Units, regardless of whether such Buildings and Units are located on land which is within a subsequent phase of the Condominium or on land which the Declarant under powers reserved hereunder has elected not to develop as a phase of the Condominium.

(h) Liens Arising in Connection with Phases. At the time the amendment incorporating a subsequent phase into the Condominium is made, no lien arising in connection with the Declarant's ownership of, and construction of improvements upon, the subsequent phase land will adversely affect the rights of existing Unit Owners or the priority of first Mortgages on Units in the existing Condominium Property. All taxes, assessments, mechanics liens, and other charges affecting a subsequent phase land will be paid or otherwise satisfactorily provided for by the Declarant.

(i) Withdrawal of Subsequent Phases. If, despite the good faith efforts of Declarant, and for reasons (including,

but not limited to, financing availability, labor disputes, material shortages and acts of God) beyond the reasonable control of Declarant, all or any of the subsequent phases are not completed and/or the amendment(s) provided for in this Section is not recorded, then Declarant at any time may elect not to incorporate all or some of such subsequent phases into the subject Condominium project and elect not to record the amendments provided on in this Section. To effectuate the foregoing, Declarant, upon its sole signature and without further consent of any of the other Owners being required, may file such amendment to this Declaration and to the Survey Map and Plans as is necessary to withdraw the land within such subsequent phases (and improvements constructed thereon) from the provisions of this Declaration and to relinquish Declarant's rights under this Section. In the event Declarant should exercise its rights under this Section to withdraw the land within such subsequent phases (and improvements thereon), from the provisions of this Declaration, or if the Declarant's right to add phases pursuant to Section 23.2.2(j)(iii), then: the phases in fact made a part of the Condominium shall thereafter continue to constitute a complete, fully operational Condominium; land within such subsequent phases (and improvements thereon) may be used for any other lawful purpose in Declarant's discretion; and the easements provided for in this Section (including without limitation Section 23.2.2(g)) shall continue for the benefit of land within such subsequent phases and Declarant (and its heirs, successors and assigns) for the development and utilization of land within such subsequent phases.

(j) Limitation of Declarant's Rights.

(i) It is understood that the total project (if all phases are completed) shall include Condominium residential Units not exceeding in number the maximum permitted by law.

(ii) At the time of recording this Declaration, Declarant may not have acquired title to or an interest in the land for some or all of the land for phases subsequent to Phase 1. Declarant shall not be entitled to exercise its rights to include the land for phases subsequent to Phase 1 (and improvements thereon) as a part of this Condominium until such time as Declarant has acquired title to or an interest in the land necessary for such subsequent phase.

(iii) Notwithstanding any other provision of this Declaration, Declarant's right to add phases by amendments under this Section shall expire seven (7) years after initial Declaration recording.

23.2.3 Subdivision and Combination. Declarant shall have the right to subdivide or combine Units (owned by Declarant) or convert Units (owned by Declarant) into Common Elements. Whenever Declarant exercises a Development Right to subdivide, combine or convert a Unit previously created into additional Units, Common Elements, or both:

(a) If Declarant converts the Unit entirely to Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation under Article 15.

(b) If 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 the Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by the Declarant.

(c) If Declarant combines two or more Units, the amendment to the Declaration must reallocate to the new Unit all of the Allocated Interests formerly allocated to the Units so combined.

23.2.4 Withdrawal of Property. Declarant shall have the right to withdraw Real Property from the Condominium as provided in Section 23.2.2 subject to the following limitations:

(a) If all the Real Property is subject to withdrawal, and the Declaration or Survey Map or amendment thereto does not describe separate portions of Real Property subject to that right, none of the Real Property may be withdrawn if a Unit in that portion of the Real Property is owned by a person other than the Declarant; and

(b) If a portion or portions are subject to withdrawal as described in the Declaration or in the Survey Map or in any amendment thereto, no portion may be withdrawn if a Unit in that portion of the Real Property is owned by a person other than the Declarant.

23.2.5 Boundaries of Limited Common Elements. Declarant shall have the right to establish, expand, contract or otherwise modify the boundaries of any Limited Common Element allocated to a Unit; provided, the prior consent will be required from the Owner of the Unit.

23.2.6 Different Parcels; Different Times

(a) Any Development Right may be exercised with respect to different parcels of Real Property at different times;

(b) 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; and

(c) Even though a Development Right is exercised in any portion of the Real Property subject to that right, that right need not be exercised in all or in any other portion of the remainder of that Real Property.

23.2.7 Exercise of Development Right. To exercise any Development Right reserved under Section 23.2, the Declarant shall prepare, execute, and record an amendment to the Declaration under Article 21 and comply with RCW 64.34.232.

23.2.8 Termination of Development Rights. Except as otherwise provided in this Declaration, the foregoing Development Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Special Declarant Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

23.3 Liability for Damage. The Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Condominium, of any portion of the Condominium damaged by the exercise of rights reserved by Declarant pursuant to or created by this Declaration or the Act.

23.4 Declarant's Easements. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Declaration.

Article 24 CONSTRUCTION OF UNIT STRUCTURES

A Unit Owner, (including Declarant) at its sole cost and expense, shall have the right to construct (in compliance with the provisions of this Declaration and all applicable laws, rules and regulations) and thereafter maintain, repair, alter and replace improvements within the Unit owned by such Owner. In connection therewith, a Unit Owner is granted the same easements as granted to the Declarant (subject to the same limitations and conditions as imposed on Declarant). In connection therewith, a Unit Owner, at its sole cost and expense, shall have the right and obligation to cause such amendments to this Declaration and the Survey Map and Plans to be prepared and recorded as may be required by law or requested by title insurers or mortgagees of the Unit. The Declaration Survey Map and Plans may be amended to show data pertaining to Unit Structures when completed.

Article 25 DISPUTE RESOLUTION

25.1 Policy - Mediation. The parties hope there will be no disputes arising out of their relationship. To that end, each commits to cooperate in good faith and to deal fairly in performing its duties under this Declaration in order to accomplish their mutual objectives and avoid disputes. But if a dispute arises, the parties agree to resolve all disputes by the following alternate dispute resolution process: (a) the parties will seek a fair and prompt negotiated resolution, but if this is not successful, (b) all disputes shall be resolved by binding arbitration, provided that during this process, (c) at the request of either party made not later than forty-five (45) days after the initial arbitration demand, the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date). The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

25.2 Binding Arbitration. Any claim between or among any party subject to this Declaration (including without limitation, the Declarant, Association Board or officers, Unit Owners, or their employees or agents) arising out of or relating to this Declaration, a Unit or Units, the Condominium or the Association shall be determined by Arbitration in the county in which the Condominium is located commenced in accordance with RCW 7.04.060; provided, that the total award by a single arbitrator (as opposed to a majority of the arbitrators) shall not exceed \$50,000, including interest, attorneys' fees and costs. If any party demands a total award greater than \$50,000, there shall be three (3) neutral arbitrators. If the parties cannot agree on the identity of the arbitrator(s) within ten (10) days of the arbitration demand, the arbitrator(s) shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or have similar professional credentials). Each arbitrator shall be an attorney with at least fifteen (15) years' experience in commercial or real estate law and shall reside in the county in which the Condominium is located. Whether a claim is covered by the Article shall be determined by the arbitrator(s). All statutes

of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder.

25.3 Hearing - Law - Appeal Limited. The arbitrator(s) shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days; and the arbitrator(s) written decision shall be made not later than fourteen (14) calendar days after the hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator(s) may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator(s) shall apply applicable substantive law. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgement may be entered in any court having jurisdiction thereof. The arbitrator(s) may award injunctive relief or any other remedy available from a judge, including without limitation joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy; but shall not have the power to award punitive or exemplary damages; or to award attorneys' fees and costs to the prevailing party. The decision and award of the arbitrator(s) need not be unanimous; rather, the decision and award of two arbitrators shall be final. Provided, if at the time dispute resolution procedures are to commence hereunder, the law of Washington prohibits a waiver of judicial enforcement or prohibits binding arbitration, then the parties agree to otherwise fully comply with the provisions hereof, and agree that any party may seek judicial review of the Formal Decision.

25.4 Warranty Dispute Resolution. In the event Declarant has issued a warranty of quality to the initial purchasers of Units, and such warranty contains provisions governing the making of claims and governing the resolution of disputes, then the provisions of such warranty shall control over the provisions of this Article 24 with respect to all express and implied warranty claims (including without limitation the Washington Condominium Act implied warranties) involving Units and Common Elements (regardless of whether the Unit Owner, Association or Board is asserting the claim).

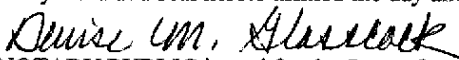
DECLARANT: Hayford Village Company LLC

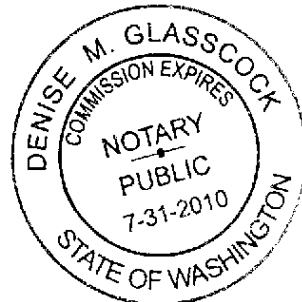
BY: 
Henry M. Robinett
ITS: Member

STATE OF WASHINGTON §
§
COUNTY OF Snohomish §

On this 27th day of June, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry M. Robinett to me personally known (or proven on the basis of satisfactory evidence) to be a Member of Hayford Village Company LLC, the limited liability company 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 the said instrument on behalf of said partnership.

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


NOTARY PUBLIC in and for the State of
Washington, residing in Stanwood
My commission expires: 7-31-10
Print Notary Name: Denise M. Glasscock



**HAYFORD VILLAGE II MASTER CONDOMINIUM
EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

ALTHOUGH THE DECLARATION PERMITS CREATING THE CONDOMINIUM IN PHASES, UPON INITIAL RECORDING ALL POSSIBLE PHASES ARE INCLUDED IN THE CONDOMINIUM, SUBJECT TO THE RIGHT OF WITHDRAWAL AND ADDITION.

1. Description of Real Property included in Condominium:

a. Legal Description of All Possible Phases:

TRACTS 4, 5 AND 6 OF RICHLAND ADDITION TO MEADOW LAKE, AS PER PLAT THEREOF RECORDED IN VOLUME "M" OF PLATS, PAGE 5;

EXCEPT THE SOUTH 20 FEET OF TRACTS 4, 5, AND 6 AS DEEDED TO SPOKANE COUNTY UNDER AUDITOR'S FILE NO. 3680578.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON

2. Description of any Real Property which may be allocated subsequently by the Declarant as Limited Common Elements (other than Limited Common Elements specified in Sections 4.1.2 and 4.1.4): See Paragraph 1 above.

3. Description of the Real Property to which any Development Right or Special Declarant Right applies:
See Paragraph 1 above.

4. Moorage Slips: None.

5. Recreational Facilities: None, except a picnic area, basketball hoop and open space.

6. Parking.

a. Covered (carport), Uncovered (open) & Enclosed (garage) parking spaces [within boundary of Units] –
Not yet determined

b. Covered (carport), Uncovered (open) & Enclosed (garage) parking spaces [not within boundary of Units]
– Not yet determined

7. Tract F (Open Space Recreation Area & Garage).

a. At the Declarant's election, the garage located on Tract F (Open Space Recreation Area) may be designated as a Common Element, a Limited Common Element for Unit 148, or for such other purpose as Declarant may determine.

b. At the Declarant's election, Tract F (Open Space Recreation Area) may be used for RV storage and similar purposes by the Condominium and/or other property near or adjacent to the Condominium.

HAYFORD VILLAGE II MASTER CONDOMINIUM								
DECLARATION EXHIBIT B - BUILDING/UNIT DATA								
UNIT DATA								
* NOTE 1: (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. CONSEQUENTLY: (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.								
UNIT SQUARE FOOTAGE AREA NOTES								
** NOTE 2: Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit								
ALLOCATED INTEREST NOTES								
*** NOTE 3: The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share.								
UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE				*** ALLOCATED INTEREST
				surveyor's "as-built"				
	# of Bathrms	# of Bdrms	# of FrPlcs	Unit Structure Total	Dwelling Portion	Garage	UNIT	
	See NOTES 1 & 2			See NOTES 1 & 2			See Note 2	See Note 3
74	* & **	* & **	* & **	* & **	* & **	* & **	7,623	1/75
75	* & **	* & **	* & **	* & **	* & **	* & **	7,694	1/75
76	* & **	* & **	* & **	* & **	* & **	* & **	7,796	1/75
77	* & **	* & **	* & **	* & **	* & **	* & **	8,258	1/75
78	* & **	* & **	* & **	* & **	* & **	* & **	7,453	1/75
79	* & **	* & **	* & **	* & **	* & **	* & **	10,953	1/75
80	* & **	* & **	* & **	* & **	* & **	* & **	6,141	1/75
81	* & **	* & **	* & **	* & **	* & **	* & **	4,968	1/75
82	* & **	* & **	* & **	* & **	* & **	* & **	4,907	1/75
83	* & **	* & **	* & **	* & **	* & **	* & **	4,847	1/75
84	* & **	* & **	* & **	* & **	* & **	* & **	4,786	1/75
85	* & **	* & **	* & **	* & **	* & **	* & **	4,726	1/75
86	* & **	* & **	* & **	* & **	* & **	* & **	4,765	1/75
87	* & **	* & **	* & **	* & **	* & **	* & **	4,885	1/75
88	* & **	* & **	* & **	* & **	* & **	* & **	4,998	1/75
89	* & **	* & **	* & **	* & **	* & **	* & **	5,073	1/75
90	* & **	* & **	* & **	* & **	* & **	* & **	5,027	1/75
91	* & **	* & **	* & **	* & **	* & **	* & **	4,967	1/75
92	* & **	* & **	* & **	* & **	* & **	* & **	4,907	1/75
93	* & **	* & **	* & **	* & **	* & **	* & **	5,511	1/75
94	* & **	* & **	* & **	* & **	* & **	* & **	6,745	1/75
95	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/75
96	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/75
97	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/75
98	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/75
99	* & **	* & **	* & **	* & **	* & **	* & **	5,019	1/75
100	* & **	* & **	* & **	* & **	* & **	* & **	5,648	1/75
101	* & **	* & **	* & **	* & **	* & **	* & **	5,567	1/75
102	* & **	* & **	* & **	* & **	* & **	* & **	5,486	1/75
103	* & **	* & **	* & **	* & **	* & **	* & **	5,312	1/75
104	* & **	* & **	* & **	* & **	* & **	* & **	5,320	1/75
105	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/75
106	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/75
107	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/75
108	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/75
109	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/75
110	* & **	* & **	* & **	* & **	* & **	* & **	4,663	1/75
111	* & **	* & **	* & **	* & **	* & **	* & **	4,734	1/75

HAYFORD VILLAGE II MASTER CONDOMINIUM								
DECLARATION EXHIBIT B - BUILDING/UNIT DATA								
UNIT DATA								
<p>* NOTE 1: (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. CONSEQUENTLY: (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.</p>								
UNIT SQUARE FOOTAGE AREA NOTES								
** NOTE 2: Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit								
ALLOCATED INTEREST NOTES								
112	* & **	* & **	* & **	* & **	* & **	* & **	4,431	1/75
113	* & **	* & **	* & **	* & **	* & **	* & **	4,431	1/75
114	* & **	* & **	* & **	* & **	* & **	* & **	4,431	1/75
115	* & **	* & **	* & **	* & **	* & **	* & **	4,326	1/75
116	* & **	* & **	* & **	* & **	* & **	* & **	4,192	1/75
117	* & **	* & **	* & **	* & **	* & **	* & **	4,170	1/75
118	* & **	* & **	* & **	* & **	* & **	* & **	4,268	1/75
119	* & **	* & **	* & **	* & **	* & **	* & **	4,435	1/75
120	* & **	* & **	* & **	* & **	* & **	* & **	4,476	1/75
121	* & **	* & **	* & **	* & **	* & **	* & **	4,430	1/75
122	* & **	* & **	* & **	* & **	* & **	* & **	4,431	1/75
123	* & **	* & **	* & **	* & **	* & **	* & **	4,431	1/75
124	* & **	* & **	* & **	* & **	* & **	* & **	5,158	1/75
125	* & **	* & **	* & **	* & **	* & **	* & **	4,436	1/75
126	* & **	* & **	* & **	* & **	* & **	* & **	4,663	1/75
127	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/75
128	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/75
129	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/75
130	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/75
131	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/75
132	* & **	* & **	* & **	* & **	* & **	* & **	5,348	1/75
133	* & **	* & **	* & **	* & **	* & **	* & **	7,764	1/75
134	* & **	* & **	* & **	* & **	* & **	* & **	5,382	1/75
135	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/75
136	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/75
137	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/75
138	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/75
139	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/75
140	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/75
141	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/75
142	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/75
143	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/75
144	* & **	* & **	* & **	* & **	* & **	* & **	5,202	1/75
145	* & **	* & **	* & **	* & **	* & **	* & **	5,292	1/75
146	* & **	* & **	* & **	* & **	* & **	* & **	5,586	1/75
147	* & **	* & **	* & **	* & **	* & **	* & **	5,996	1/75
148	* & **	* & **	* & **	* & **	* & **	* & **	7,500	1/75
TOTALS							399,098	1
Total Number of Units							75	

Filed for record by WILSON, WILSON & LLC
this 11th day of DECEMBER, 2008, at 3:
minutes past 4 o'clock P.M. and record in
Book 345 of Condonations at Page(s) 94-95
Records of Spokane County, Washington.

116
Spokane County Auditor Deputy

9/94

[illegible]

(391) RICHLAND ADDITION TO MEADOW LAKE FILED IN BOOK "A" OF PLATS, PAGE 5, JULY 1909, ROBINSON

(392) FINAL PLAT OF WEST TERRACE HEIGHTS FILED IN BOOK 26 OF PLATS, PAGE 62, MAY 2000, WILEY

(393) RECORD OF SURVEY FILED IN BOOK 61 OF SURVEYS, PAGE 63, AUGUST 1994, VALENTINE

BASIS OF BEARINGS

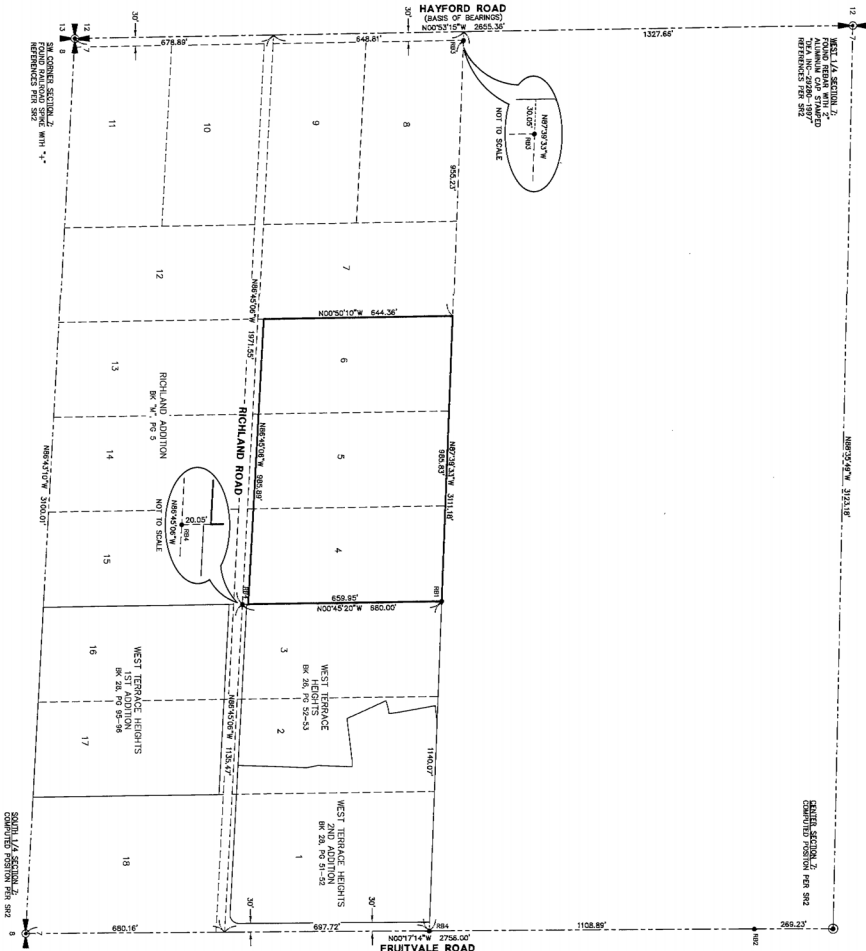
THE BEARING OF HORSES' ISW ALONG THE WEST SIDE OF THE SOUTHWEST QUARTER OF SECTION 7, T44N, R42E, 10M PER THE FINAL PLAT OF WEST TERRACE HEIGHTS FILED IN BOOK 26 OF PLATS, PAGE 32

ON THE INITIAL RECORDING OF THE DECLARATION, ONLY PHASE 1 IS A PART OF THE CONDOMINIUM. SUBSEQUENT PHASES WILL BE ADDED BY AMENDMENT TO THE DECLARATION.

A. LEGAL DESCRIPTION OF ALL POSSIBLE PHASES:

UNITS 74 THROUGH 146, INCLUSIVE, OF HAYWOOD VILLAGE, A MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF, RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF ALBERTA, S.A. 2004/2879, AND ALL UNITS, LOTS, SLATS, LAPS AND PLATS RECORDED UNDER AUDITOR'S FILE NO. 510-629-6.

B. LEGAL DESCRIPTION OF PHASE 1:



IN WITNESS WHEREOF, We have set our hands:

State of Washington)
ss. Ed
County of Shelhamish)
me. William M. Duff

DT: Henry M. Rodin
IT'S: Managing Memb

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Kenneth M. Blackwell
Notary Public in and for the
State of Washington.

My commission expires 7-31-10


- 1) All land is subject to development rights set forth in the declaration.
- 2) Phases may be withdrawn and/or added to the Condominium.
- 3) Vertical unit boundaries are shown by heavy blue lines.
- 4) Horizontal unit boundaries are the upper and lower legal limits of the land described herein.
- 5) Square footages of each unit is based on the area within the vertical boundaries, and is not the square footage of a structure within the unit.

Unless otherwise specifically noted, improvements shall include:

[illegible]

Each sub-Condominium (and the declaration and survey thereof) shall be subject to the Master Condominium, Master Declaration and Master Survey. Each Sub-Association (and the Articles and Bylaws thereof) shall be subject to the Master Association, Master Articles and Master Bylaws.

SPOKANE COUNTY AUDITOR
Filed for record by HAZARD WILSON CO, LLC
this 11th day of August, 2008, at 3:00
minutes past 1 o'clock P.M. and recorded in
Book 5 of Condominiums at Page(s) 94-95
Records of Spokane County, Washington.


Spokane County Auditor Deputy

SPOKANE COUNTY ASSESSOR
Examined and approved this 8th day
of July, 2008.
Deana D. McDavid
Spokane County Assessor

Examined and approved this 11th day
of August, 2008.

Debbie Magallon
Spokane County Auditor

Treasurer of Spokane County, Washington,
do hereby certify that all taxes which
have been levied and become chargeable
against the land shown within this plot, and
described in the dedication of this date
have been fully paid, satisfied and discharged.
Witness my hand and the seal of said County
this 11 day of August, 2000.

W. E. Shipley
Spokane County Treasurer



HANFORD, WILDADE II, a Condominium, are based upon
 an actual survey of the property herein described; that
 the bearings and distance shown are correctly shown; that
 the area shown is correctly shown; that the area shown
 herein; and that all boundaries of the units are
 substantially completed in accordance with said plans.

Bruce R. Lorenz, P.L.S.
 Certificate No. 26330
 Date 5/23/02

The seal is circular with a double border. The outer border contains the text "BRUCE R. LORENZ" at the top and "1930" at the bottom. The inner border contains the text "MECHANICAL ENGINEERING" at the top and "STATE OF CALIFORNIA" at the bottom. In the center is a circular emblem featuring a gear, a compass, and a pencil, with the word "ENGINEER" written across it.



Landier, LLC
PROFESSIONAL LAND SURVEYORS
619 N. MADEIRA STREET
SPOKANE, WASHINGTON 99202
PHONE: (509)978-2821 FAX: (509)926-2736

"HAYFORD VILLAGE II" A CONDOMINIUM LOTS 4, 5, & 6, RICHLAND ADDITION TO MEADOW LAKE SW 1/4, SECTION 7, T24N, R42E, WM SPOKANE COUNTY, WASHINGTON SHEET 2 OF 2

SPOKANE COUNTY AUDITOR
Filed for Record by **LANDTEK, LLC**
SPOKANE COUNTY, WASHINGTON, on 5/23/2004
minutes past 1 o'clock P.M. and recorded in
Book 5 of Condominiums at Page 612-25
Record of Spokane County, Washington.
Spokane County Auditor *Ann H.*



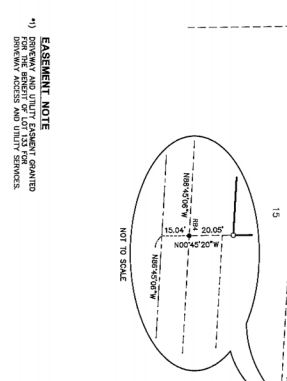
LINE	BEARING	DISTANCE
1	N 00° 00' 00" E	118.75
2	N 00° 00' 00" E	118.75
3	N 00° 00' 00" E	118.75
4	N 00° 00' 00" E	118.75
5	N 00° 00' 00" E	118.75
6	N 00° 00' 00" E	118.75
7	N 00° 00' 00" E	118.75
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24	N 00° 00' 00" E	118.75
25	N 00° 00' 00" E	118.75
26	N 00° 00' 00" E	118.75
27	N 00° 00' 00" E	118.75
28	N 00° 00' 00" E	118.75
29	N 00° 00' 00" E	118.75
30	N 00° 00' 00" E	118.75

UTILITY NOTES
ALL UTILITIES SHOWN ARE BASED ON THE RECORD DRAWING FOR THE PROJECT. THE LOCATION OF UTILITIES SHOWN ON THIS DRAWING IS SUBJECT TO THE COMPANY'S FIELD SURVEY. THE LOCATION OF UTILITIES SHOWN ON THIS DRAWING IS SUBJECT TO THE COMPANY'S FIELD SURVEY. THE LOCATION OF UTILITIES SHOWN ON THIS DRAWING IS SUBJECT TO THE COMPANY'S FIELD SURVEY.

TRACT NOTE
THE TRACT IS SHOWN AS A SINGLE TRACT. THE TRACT IS SHOWN AS A SINGLE TRACT. THE TRACT IS SHOWN AS A SINGLE TRACT.

GENERAL NOTES
AT THE TIME OF THIS SURVEY, THE SURVEYOR WAS ADVISED THAT THE TRACT IS SHOWN AS A SINGLE TRACT. THE TRACT IS SHOWN AS A SINGLE TRACT. THE TRACT IS SHOWN AS A SINGLE TRACT.

EASEMENT NOTE
THE EASEMENT IS SHOWN AS A SINGLE EASEMENT. THE EASEMENT IS SHOWN AS A SINGLE EASEMENT. THE EASEMENT IS SHOWN AS A SINGLE EASEMENT.



SURVEYOR'S CERTIFICATE
I hereby certify that this survey map and data for HAYFORD VILLAGE II, a Condominium, are based upon an actual survey of the property. The information furnished by the owner is correct and complete. The survey was conducted on 5/23/2004. The survey was conducted on 5/23/2004. The survey was conducted on 5/23/2004.

LEGEND
1. LOT 4, 5, & 6, RICHLAND ADDITION TO MEADOW LAKE
2. LOT 7, RICHLAND ADDITION TO MEADOW LAKE
3. LOT 8, RICHLAND ADDITION TO MEADOW LAKE
4. LOT 9, RICHLAND ADDITION TO MEADOW LAKE
5. LOT 10, RICHLAND ADDITION TO MEADOW LAKE
6. LOT 11, RICHLAND ADDITION TO MEADOW LAKE
7. LOT 12, RICHLAND ADDITION TO MEADOW LAKE
8. LOT 13, RICHLAND ADDITION TO MEADOW LAKE
9. LOT 14, RICHLAND ADDITION TO MEADOW LAKE
10. LOT 15, RICHLAND ADDITION TO MEADOW LAKE
11. LOT 16, RICHLAND ADDITION TO MEADOW LAKE
12. LOT 17, RICHLAND ADDITION TO MEADOW LAKE
13. LOT 18, RICHLAND ADDITION TO MEADOW LAKE
14. LOT 19, RICHLAND ADDITION TO MEADOW LAKE
15. LOT 20, RICHLAND ADDITION TO MEADOW LAKE
16. LOT 21, RICHLAND ADDITION TO MEADOW LAKE
17. LOT 22, RICHLAND ADDITION TO MEADOW LAKE
18. LOT 23, RICHLAND ADDITION TO MEADOW LAKE
19. LOT 24, RICHLAND ADDITION TO MEADOW LAKE
20. LOT 25, RICHLAND ADDITION TO MEADOW LAKE
21. LOT 26, RICHLAND ADDITION TO MEADOW LAKE
22. LOT 27, RICHLAND ADDITION TO MEADOW LAKE
23. LOT 28, RICHLAND ADDITION TO MEADOW LAKE
24. LOT 29, RICHLAND ADDITION TO MEADOW LAKE
25. LOT 30, RICHLAND ADDITION TO MEADOW LAKE

LandTek, LLC
PROFESSIONAL LAND SURVEYORS
SPOKANE, WASHINGTON
PHONE (509) 325-2000 FAX (509) 325-2000
E-MAIL: info@landtek.com
WEBSITE: www.landtek.com

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Recording Fee \$80.00 Page 1 of 39
Condominium Declaration LANDTEK, LLC
Spokane County Washington



WHEN RECORDED, RETURN TO:

Hayford Village Company LLC
1429 Broadway
Everett, WA 98201

RECORDER/ASSESSOR QUESTIONS TO:

James C. Middlebrooks
3050 Belmonte Lane
Everett WA 98201
425-252-2693 - pete@jcmiddlebrooks.com

DOCUMENT TITLE(S):

**DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR
"HAYFORD VILLAGE II, A CONDOMINIUM"**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: NONE

GRANTOR(S): (DECLARANT)

Hayford Village Company LLC

GRANTEE(S): (PROJECT NAME)

"HAYFORD VILLAGE II, A CONDOMINIUM"

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE) SW 14
Section 7, Township 24N, Range 42E, W.M.

XX Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

24073.6100

☐ Additional legal is on Exhibit A of the document

NOTICE TO RECORDER'S OFFICE: AS REQUIRED BY RCW CHAPTER 64.34, AT THE TIME OF RECORDING OF THIS DECLARATION INSERT THE CROSS-REFERENCE RECORDING DATA OF THE SURVEY MAP AND PLANS RECORDED IN CONNECTION HERewith. The Survey Map and Plans of the Condominium referred to herein filed with the Recorder of SPOKANE, Washington, simultaneously with the recording of this Declaration under File No. 5706298 in Volume 9 of Condominiums, pages 94 through 95.

**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
HAYFORD VILLAGE II, A CONDOMINIUM**

DEVELOPMENT PLAN

The recording of the master declaration ("Master Declaration") and related survey map and plans ("Master Survey") under Auditor's File NOS. 5706297 and 5706296 created Hayford Village II Master Condominium ("Master Condominium") containing seventy-five(75) units ("Master Units 74 through 148, inclusive, collectively "Master Units"). Hayford Village II Master Owners Association ("Master Association") will be created by the filing of Articles of Incorporation ("Master Articles") of Master Association and the Bylaws ("Master Bylaws") of the Master Association.

By the recording of one or more condominium declarations and survey map and plans, one or more condominiums (all collectively being referred to as the "Sub-Condominiums") may be created within all or a portion of the Master Condominium, and contain two or more Master Units. Each Sub-Condominium may be expanded by adding additional Master Units, and additional Sub-Condominiums may be created containing Master Units. For each Sub-Condominium, an owners association ("Sub- Association") will be created pursuant to articles of incorporation ("Sub-Association Articles") and bylaws ("Sub-Association Bylaws") collectively referred to as the "Sub-Associations".

Each Sub-Condominium (and the declaration and survey thereof) shall be subject to the Master Condominium, Master Declaration and Master Survey. Each Sub-Association (and the articles and bylaws thereof) shall be subject to the Master Association, Master Articles and Master Bylaws.

By the recording of this Declaration and related Survey Map and Plans, a Sub-Condominium is being created and will be known as Hayford Village II, A Condominium.

**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
HAYFORD VILLAGE II, A CONDOMINIUM**

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**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
Hayford Village II, A Condominium**

DEVELOPMENT PLAN

The recording of the master declaration ("Master Declaration") and related survey map and plans ("Master Survey") under Auditor's File NOS. _____ and _____ created Hayford Village II Master Condominium ("Master Condominium") containing seventy-five(75) units ("Master Units 74 through 148, inclusive, collectively "Master Units"). Hayford Village II Master Owners Association ("Master Association") will be created by the filing of Articles of Incorporation ("Master Articles") of Master Association and the Bylaws ("Master Bylaws") of the Master Association.

By the recording of one or more condominium declarations and survey map and plans, one or more condominiums (all collectively being referred to as the "Sub-Condominiums") may be created within all or a portion of the Master Condominium, and contain two or more Master Units. Each Sub-Condominium may be expanded by adding additional Master Units, and additional Sub-Condominiums may be created containing Master Units. For each Sub-Condominium, an owners association ("Sub- Association") will be created pursuant to articles of incorporation ("Sub-Association Articles") and bylaws ("Sub-Association Bylaws") collectively referred to as the "Sub-Associations".

Each Sub-Condominium (and the declaration and survey thereof) shall be subject to the Master Condominium, Master Declaration and Master Survey. Each Sub-Association (and the articles and bylaws thereof) shall be subject to the Master Association, Master Articles and Master Bylaws.

By the recording of this Declaration and related Survey Map and Plans, a Sub-Condominium is being created and will be known as Hayford Village II, A Condominium.

Pursuant to the Act defined in Section 1.8.1 and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole owner(s), lessee(s) or possessor(s) of said Property, make the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments.

The name of this Condominium is **Hayford Village II, A Condominium**.

**Article 1
INTERPRETATION**

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate 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 effectuate the intent of this Declaration insofar as reasonably possible.

1.2 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.

1.3 Covenant Running With Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

1.4 Percentage of Owners or Mortgagees. For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where an Owner owns,

or a Mortgagee holds Mortgages on, more than one Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

1.5 Declarant Is Original Owner. Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are recorded.

1.6 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.

1.7 Inflationary Increase in Dollar Limits. 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 Seattle, Washington for All Urban Consumers, prepared by the United States Department of Labor for the base period, January 1 of the calendar year following the year in which the Declaration was recorded, to adjust for any deflation in the value of the dollar.

1.8 Definitions

1.8.1 "The Act" means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34) as amended.

1.8.2 "Allocated Interests" means those undivided interests in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit more particularly provided for in Article 8 and as shown in Exhibit B.

1.8.3 "Assessment" 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 account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

1.8.4 "Association" means all of the Owners acting as a group in accordance with the Bylaws and with this Declaration as it is duly recorded and as they may be lawfully amended, which Association is more particularly provided for in Article 9.

1.8.5 "Board" means the board of directors of the Association provided for in Section 10.3.

1.8.6 "Books and Records of the Association" shall be given the broadest possible meaning and shall include, without limitation, exception or qualification, the following:

(a) Declaration, Survey Map and Plans, Articles of Incorporation, Bylaws and other rules and regulations governing the Condominium (or any part thereof), and all amendments thereto;

(b) minute books, including all minutes, of all Owner, Board, Officer, Committee or other meetings relating to the Condominium (or any part thereof), including all reports, documents, communications or written instruments attached thereto or referenced therein;

(c) all financial records, including without limitation canceled checks, bank statements, and financial statements of the Association and source documents from the time of incorporation of the Association through the current date;

(d) all reports, documents, communications or written instruments pertaining to the personal property of the Association or the Condominium (or any part thereof);

(e) all reports, documents, communications, written instruments, plans, and specifications pertaining to the construction, remodeling, maintenance, repair, replacement or condition of the Condominium (or any part thereof);

(f) all Insurance policies or copies thereof for the Condominium (or any part thereof) and Association;

(g) copies of any certificates of occupancy that may have been issued for the Condominium (or any part thereof);

(h) any other permits or notices issued by governmental bodies applicable to the Condominium (or any part thereof);

thereof) in force or issued;

(i) all written warranties that are still in effect for the Condominium (or any part thereof), or any other areas or facilities which the Association has the responsibility to maintain and repair, from the Declarant, contractor, subcontractors, suppliers, and manufacturers, together with all owners' manuals or instructions furnished with respect to installed equipment or building systems;

(j) a roster of Owners, Officers and Board members and eligible mortgagees and their addresses and telephone numbers, if known;

(k) any leases of the Common Elements or areas and other leases to which the Association is a party; any employment, service, consultation, professional or other contracts in which the Association, Board or Officer is one of the contracting parties, or in which the Association or the Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge, or which in any way relate to the Condominium (or any part thereof);

(l) all reports, documents, communications or written instruments pertaining to any litigation or other legal or mediation/arbitration proceeding (whether pending, threatened, or under consideration) to which the Association (or Board, Officer or Owner) is or may be a party, or which may relate to or affect the Condominium (or any part thereof); and

(m) all other reports, documents, communications or written instruments in any way relating to or affecting the Association, Board, Officers, Owners or the Condominium (or any part thereof).

1.8.7 "Bylaws" shall mean the bylaws of the Association provided for in Article 9.

1.8.8 "Common Elements" means all portions of the Condominium other than the Units.

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

1.8.10 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Article 8.

1.8.11 "Condominium" means the condominium created by this Declaration and related Survey Map and Plans pursuant to the Act.

1.8.12 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract and with respect to a Unit in a leasehold condominium, a transfer by lease or assignment thereof, but shall not include a transfer solely for security.

1.8.13 "Declarant" means any person or group of persons acting in concert who (a) executed as Declarant this Declaration, or (b) reserves or succeeds to any Special Declarant Right under the Declaration.

1.8.14 "Declarant Control" means the right, if expressly reserved by this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove Association officers and Board members, or to veto or approve a proposed action of the Board or Association; provided, in no event shall exercising the voting rights allocated to a unit or units owned by the Declarant or Declarant's affiliates be deemed "Declarant Control".

1.8.15 "Declaration" means this Declaration and any amendments thereto.

1.8.16 "Development Rights" means any right, if expressly reserved by the Declarant in this Declaration to: (a) add real property or improvements to the Condominium; (b) create Units, Common Elements, or Limited Common Elements within real property included or added to the Condominium; (c) subdivide Units or convert Units into Common Elements; (d) withdraw real property from the Condominium; or (e) reallocate limited common elements with respect to units that have not been conveyed by the Declarant.

1.8.17 "Dispose" or "Disposition" means a voluntary transfer or conveyance to a purchaser or lessee of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

1.8.18 "Eligible Mortgagee" means a mortgagee of a Unit or the Mortgagee of the Condominium that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

1.8.19 "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage or a deed in lieu thereof.

1.8.20 "Identifying Number" means the designation of each Unit in a Condominium.

1.8.21 "Interior Surfaces" (where that phrase is used in defining the boundaries of Limited Common Elements) shall not include paint, paneling, and other such finished surface coverings. Said finished coverings, along with fixtures and other tangible personal property located in and used in connection with said Limited Common Element, shall be deemed a part of said Limited Common Element.

1.8.22 "Limited Common Element" means a portion of the Common Elements allocated by this Declaration (or by subsequent amendments thereto) or by operation of law for the exclusive use of one or more but fewer than all of the Units as provided in Article 7.

1.8.23 "Manager" means the person retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person and as are provided in a written agreement between such person and the Association.

1.8.24 "Mortgage" means a mortgage or deed of trust that creates a lien against a Unit and also means a real estate contract for the sale of a Unit.

1.8.25 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee.

1.8.26 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit, which mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also be deemed to include the Mortgagee of the Condominium.

1.8.27 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Declaration affects, which Mortgage was either: recorded prior to the recordation of this Declaration; or was recorded against all Units after the recordation of this Declaration but prior to the recorded conveyance of any Unit. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units.

1.8.28 "Notice and Opportunity to be Heard" means the procedure described in Article 10 of this Declaration.

1.8.29 "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entities.

1.8.30 "Property" or "Real Property" means any fee, leasehold or other estate or interest in, over, or under the land described in Exhibit A, including Buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" included parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and all personalty intended for use in connection therewith.

1.8.31 "Purchaser" means any person, other than Declarant, who by means of a Disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest, including renewal options, of less than twenty years at the time of creation of the Unit, or (b) as security for an obligation.

1.8.32 "Renting or Leasing" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

1.8.33 "Residential Purposes" means use for dwelling or recreational purposes, or both.

1.8.34 "Special Declarant Rights" means rights, if expressly reserved in this Declaration for the benefit of Declarant to:

(a) complete improvements indicated on Survey Maps and Plans filed with the Declaration under RCW 64.34.232;

- (b) exercise any Development Right under Section 23.2;
- (c) maintain sales offices, management offices, signs advertising the Condominium, and models under Section 23.1.2;
- (d) use easements through the Common Elements for the purpose of making improvements within the Condominium or within real property which may be added to the Condominium;
- (e) make the Condominium part of a larger Condominium or a development under RCW 64.34.280;
- (f) make the Condominium subject to a master association under RCW 64.34.276; or

1.8.35 "Survey Map and Plans" means the survey map and the plans recorded simultaneously with this Declaration and any amendments, corrections, and addenda thereto subsequently recorded.

1.8.36 "Unit" means a portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to Article 4.

1.8.37 "Unit Owner" means, subject to Section 1.9.5, a Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation; or is merely "renting" or "leasing" a Unit as defined in Section 1.8.31. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

1.8.38 "Unit Structure" means the improvements located or to be located within a Unit.

1.9 Construction and Validity

1.9.1 All provisions of the Declaration and Bylaws are severable.

1.9.2 The rule against perpetuities may not be applied to defeat any provision of the Declaration, Bylaws, rules, or regulations adopted pursuant to RCW 64.34.304(1)(a).

1.9.3 In the event of a conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

1.9.4 The creation of this 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 the Declaration or Survey Map and Plans or any amendment thereto to comply with the Act.

1.9.5 If the Declaration or Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition contained in Section 1.8.35, the term "Unit Owner" in such context shall, unless the Declaration or Bylaws otherwise provide, be deemed to include any director, officer, 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 he or she were not a director, officer, partner in, or trustee of such a person shall be disqualified from continuing in office if he or she ceases 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.

Article 2 DESCRIPTION OF REAL PROPERTY

The Real Property included in the Condominium is described in Exhibit A attached hereto.

Article 3 DESCRIPTION OF UNITS

Exhibit B attached hereto sets forth the following:

- 3.1 Number of Units. The number of Units which Declarant has created and reserves the right to create.
- 3.2 Unit Number. The Identifying Number of Each Unit created by the Declaration.
- 3.3 Unit Description. With respect to each existing Unit:
 - 3.3.1 The approximate square footage.

3.3.2 Because the Unit is an envelope of defined space (which may in the future, but not necessarily on the Declaration's recording date, contain a structure), the Declaration may not include: number of bathrooms, bedrooms and fireplaces within a Unit or the building levels on which the Unit is located.

3.4 Access to Public Streets. Each Unit has direct access to public streets.

Article 4 BOUNDARIES

4.1 Unit Boundaries. Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. A Unit shall include all structures, improvements, and fixtures now or hereafter located within said space.

4.2 Monuments as Boundaries. Any physical boundaries of a Unit constructed in substantial accordance with the original Survey Map and Plans thereof become its boundaries rather than the metes and bounds expressed in the Survey Map and Plans, regardless of settling or lateral movements of the said physical boundaries or minor variances between boundaries shown on the Survey Map and Plans and those of any said physical boundaries. This Section does not relieve a Declarant or any other person of liability for failure to adhere to the Survey Map and Plans.

4.3 Relocation of Boundaries; Adjoining Units

4.4 In General. Subject to the provisions of the Declaration and other provisions of law, the boundaries between adjoining Units may only be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within thirty days that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit owners, contains words or conveyance between them, and is recorded in the name of the grantor and the grantee.

4.5 Survey Map and Plans. The Association shall obtain and record Survey Maps or Plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and Identifying Numbers.

Article 5 DESCRIPTION OF OTHER IMPROVEMENTS

5.1 Recreational Facilities. There are no recreational facilities included within the Condominium.

5.2 Parking. The total number of covered, uncovered or enclosed parking spaces within the Condominium has not been determined.

5.3 Moorage Slips. There are no moorage slips within the Condominium.

Article 6 COMMON ELEMENTS

6.1 Description. The Except as otherwise specifically allocated by the provisions of Article 7 or other provisions of this Declaration or amendments hereto, the Common Elements consist of all portions of the Condominium except Units and include the following:

6.1.1 The Real Property described in Exhibit A, and improvements thereto, which are not part of a Unit, and do not constitute a common element of the Master Condominium.

6.1.2 Installations of utility services such as power, light, gas, water and septic sewer system and in general all apparatus and installations existing for common use; including such utility installations that are located above, on or below the surface of the land described in Exhibit A, and including all easements providing for the use, maintenance and repair of such utility installations; but excluding any utilities and utility easements that constitute a common element of the Master Condominium. The Common Elements shall not include the hookup of a dwelling structure to the sewer septic system.

6.1.3 All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use do not constitute a common element of the Master Condominium.

Article 7
LIMITED COMMON ELEMENTS

7.1 Limited Common Elements. As of the Declaration recording, there are no Limited Common Elements are allocated for the exclusive use of the Owners, except as may be noted in Declaration Exhibit A or depicted on the Survey.

Article 8
ALLOCATED INTERESTS

The Allocated Interests of each Unit (that is, the undivided interest in the Common Elements, the Common Expense Liability and the votes in the Association allocated to each Unit) are set forth in Exhibit B attached hereto. The Allocated Interest appertaining to each Unit cannot be changed except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated Interest made without the Unit to which that Interest is allocated is void.

Article 9
OWNER'S ASSOCIATION

9.1 Form of Association. The Association shall be organized as a non-profit corporation under the laws of the State of Washington and shall be known as **Hayford Village II, A Condominium Owners Association**.

9.2 Membership

9.2.1 Qualification. Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association.

9.2.2 Transfer of Membership. The Association membership of each Owner (including Declarant) 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 Owner thereof.

9.3 Voting

9.3.1 Number of Votes. The total voting power of all Owners shall be equal to the total number of Units, with one vote allocated to each Unit.

9.3.2 Multiple Owners. If only one of the multiple Owners of a Unit is present at a meeting of the Association, the owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

9.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance.

9.3.4 Association Owned Units. No votes allocated to a Unit owned by the Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

9.3.5 Pledged Votes. If an Owner is in default under a first Mortgage on the Unit for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has

pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

9.4 Meetings, Notices and Quorums

9.4.1 Meetings. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or by Unit owners having twenty percent of the votes in the Association. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

9.4.2 Quorums.

(a) A quorum is present throughout any meeting of the Association if the owners of Units to which twenty-five percent of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting. If a quorum is not present, the meeting shall be adjourned for not less than 10 and no more than 30 days at which adjourned meeting the quorum shall be reduced to fifty percent.

(b) A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent of the votes on the Board are present at the beginning of the meeting.

9.5 Bylaws of Association

9.5.1 Adoption of Bylaws. Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration shall be adopted by the Association upon concurrence of those voting Owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

9.5.2 Bylaws Provisions. The Bylaws may contain supplementary, not inconsistent, provisions regarding the operation and administration of the Condominium.

Article 10 MANAGEMENT OF CONDOMINIUM

10.1 Administration of the Condominium. The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association which are incorporated herein by reference and made a part hereof.

10.2 Election and Removal of Board and Officers.

10.2.1 Election By Owners, In General. The Unit Owners (including Declarant and any Affiliate of Declarant to the extent Units are owned by Declarant or any such Affiliate) shall elect a Board of at least three members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

10.2.2 Election By Owners, Other Than Declarant.

(a) The affairs of the Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant. Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant still owned all of the units), and unless the Bylaws are amended at that meeting, the Board shall be composed of three (3) Members (not including a Board member designated by Declarant), a majority of whom must be Owners of Units in the Condominium.

(b) Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant still owned all of the units), and unless the Bylaws are amended at that meeting, the Board shall be composed of two (2) Members (not including a Board member designated by Declarant),

one elected by each Unit Owner; provided, the Declarant (or a representative of Declarant) shall have the right (which may not be terminated by amendment to the Declaration or Bylaws, and which shall continue so long as any Special Declarant Rights or Developments Rights remain in effect or Declarant has any obligation or liability of any express or implied warranty) to serve as a full non-voting member of the Association Board (with all of the rights and powers of a Board member except for the right to vote).

10.2.3 Taking Office; Officers. The Board shall elect the officers of the Association. Such members of the Board and officers shall take office upon election.

10.2.4 Removal. The Unit Owners, by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause.

10.3 Management by Board.

10.3.1 On Behalf of Association. Except as otherwise provided in the Declaration, the Bylaws, Section 10.3.2 or the Act, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

10.3.2 Not on Behalf of Association. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Section 21.1, to terminate the Condominium pursuant to RCW 64.34.268, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board pursuant to section 10.2; but the Board may fill vacancies in its membership for the unexpired portion of any term.

10.3.3 Budget Approval. Within thirty 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 not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the 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 such time as the Unit Owners ratify a subsequent budget proposed by the Board.

10.4 Authority of the Association

10.4.1 The Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under the Act and this Declaration, including without limitation:

- (a) Adopt and amend Bylaws, rules, and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
- (d) Subject to the provisions of the Declaration, 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; provided, that on matters affecting a Unit the Association must obtain the prior written consent of the Owner of the Unit affected;
- (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, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 10.8;
- (i) Grant easements, leases, licenses, and concessions through or over the Common Elements and 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, and for services provided to Unit Owners;

(k) Impose and collect charges for 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 the 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 Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association;

(l) Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 64.34.425 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 common expense assessments, but only to the extent the Declaration provides;

(o) Exercise any other powers conferred by the Declaration or 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, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the Condominium, and the 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 Owner; provided that the Board shall levy a special charge against the Unit of such 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 which 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 Owners. Where one or more 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 attorney fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Units responsible to the extent of their responsibility.

10.4.2 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 Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power.

10.4.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Owners or any of them.

10.4.4 The Board and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units and Limited Common Elements.

10.5 Borrowing by Association. In the discharge of its duties and the exercise of its powers as set forth in Section 10.4.1, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the 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 Owner of a Unit may remove said Unit and the Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of the Allocated Interest in Common Expense Liability attributable to such Unit. Subsequent to 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 his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.

10.6 Association Records and Funds

10.6.1 Records and Audits. The Association shall keep financial records sufficiently detailed to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All Books and Records of the Association (as defined in Section 1.8) shall be made reasonably available (at all reasonable hours of weekdays or under other reasonable circumstances) for examination and copying by Declarant, and any Owner, Mortgagee, insurer and guarantor of any Mortgage on any Unit, or their agents. 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 of fifty 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 Units, an annual audit is also required but may be waived annually by Owners (other than the Declarant) of Units to which sixty percent of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

10.6.2 Fund Commingling. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any Manager of the Association or any other person responsible for the custody of such 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 persons who are officers or directors of the Association.

10.7 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 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.

10.8 Common Elements, Conveyance, Encumbrance.

10.8.1 In General. Portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association if the 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, agree to that action; but all the 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 are an asset of the Association.

10.8.2 Agreement. An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications 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 ratifications thereof must be recorded in every county in which a portion of the Condominium is situated and is effective only upon recording.

10.8.3 Conditions Precedent. The Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to Sections 10.8.1 and 10.8.2. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

10.8.4 Void Transactions. Any purported conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this Section, is void.

10.8.5 Support Right. A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Unit of its rights of access and support.

10.8.6 Prior Encumbrances. A conveyance or encumbrance of Common Elements pursuant to this section shall

not affect the priority or validity of preexisting encumbrances either on Units (and their Allocated Interest in Common Elements) or on Common Elements.

10.9 Governmentally Required Maintenance, etc. Any insurance, maintenance, repair, replacement, alteration or other work, or the monitoring of such work, which is required by any governmental entity (including without limitation, federal, state or local government, public or private utility provider, local improvement district, or other governmental or quasi-governmental entity or agency), and regardless of whether such requirement is now or hereafter established, and whether imposed in connection with a building permit or other governmental approval or requirement, and whether involving land within public rights of way or subject to ownership or exclusive use of one owner, shall be the sole and exclusive responsibility of the Association (not the Declarant) and any cost incurred in connection therewith shall be a Common Expense. In furtherance of the generality of the foregoing, and not by way of limitation, such work shall include: maintenance of any grass-lined swales and proper disposal of clippings; maintenance of wetland plantings; replacement of wetland and landscape plantings that die during any required maintenance period; maintenance of public and private storm sewer and retention systems. Declarant shall have the right, but not the obligation, to perform any such work if the Association fails to do so. The Association shall promptly upon demand reimburse Declarant for any costs directly or indirectly incurred by declarant as a result of the Declarant performing, or the Association's failure to perform, such work (including any work necessary to obtain a release, or avoid a forfeiture, of any cash deposit or other bond made by Declarant.

10.10 Right to Notice and Opportunity To Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants, or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Article 11

USE; REGULATION OF USES; ARCHITECTURAL UNIFORMITY

11.1 Residential Units. The Units shall be used: for Residential Purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the Unit Owner or occupant resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis; for such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with the Declaration and applicable law in residential dwellings; for the common social, recreational or other reasonable uses normally incident to such purposes; and for purposes of operating the Association and managing the Condominium.

11.2 Vehicle Parking Restrictions. Parking within the condominium shall be subject to local parking rules for public roads within the condominium and the rules and regulations of the Association.

11.3 Common Elements. Each Owner: shall have the right to use the Common Elements in common with all other Owners. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements shall be governed by the provisions of the Condominium Act, this Declaration, the Bylaws, and the rules, and regulations of the Association. The right to use the Common Element private roads includes the right to use such roads to access adjoining public roads. Common drives, walks, corridors, stairways and other general Common Elements shall be used exclusively for normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board.

11.4 Unit Maintenance.

11.4.1 Standard of Condition. Each Unit Owner shall, at his sole expense, have the right and the duty to keep the interior and exterior of his Unit and its structures, improvements, equipment, appliances, and appurtenances in good order, condition and repair. Each Owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any structures, improvements, plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which may be in or connected with his Unit.

11.4.2 Landscaping. Each Owner shall be responsible for the maintenance, and repair of the entire yard and irrigation system within the Owner's Unit, including (without limitation) the requirements for fertilizers, re-planting, weed control and all other aspects of landscaping care and maintenance. No Owner shall allow the lawn or landscaping

to die or deteriorate or allow waste, rubbish, trash, animal waste, or other material accumulate on the grounds of their Unit. The Association shall have and retain the right to demand that each Owner maintain and replace the lawn, landscaping, irrigation system and other non-lawn portions of the Owner's Unit. If any portion of the Unit is not maintained properly, or if the Owner fails to properly install or maintain the lawn, landscaping, or irrigation system, the Board may notify the Owner of such failure, and instruct the Owner to remedy such failure. If the Owner does not remedy such failure within 15 days after such Notice and Opportunity to be Heard, then the Association shall have the right to contract for the completion of the required work and levy a special Assessment against the Owner for the cost. Any material modifications to the landscaping are subject to Board approval pursuant to the same procedure specified in Section 11.5. Unit owners are strictly prohibited from making any alterations to any landscaping (especially street trees) located in the front yards of their Units, or located in the Common Elements in front of their Units.

11.5 Effect on Insurance. Nothing shall be done or kept in any Unit or in the Common or Limited Common Element which will increase the rate of insurance on the Common Elements or Units without the prior written consent of the Board. No Owner and/or Purchaser shall permit anything to be done or kept in his Unit or in the Common or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Elements, or which would be in violation of any laws.

11.6 Signs. No sign of any kind shall be displayed to the public view on or from any Unit or Common or Limited Common Element without the prior consent of the Board; provided, that the Board shall, by and subject to appropriate rule, permit temporary placement of a sign, at a space designated by the Board, indicating that a Unit is for sale or lease; and provided, that this section shall not apply to Declarant or Declarant's agents in exercising any Special Declarant Right reserved by Declarant under this Declaration.

11.7 Pets. Domestic household pets, such as dogs and cats, may be kept by Unit Owners; provided, that the keeping of pets shall be subject to such reasonable rules and regulations as the Board may from time to time adopt. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain. Animals which are generally perceived as being dangerous (such as pit bull dogs) are prohibited.

11.8 Offensive Activity.

11.8.1 No noxious or offensive activity shall be carried on in any Unit or Common or Limited Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

11.8.2 All occupants shall avoid making noises, and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants. Owner shall also control their pets so that they do not disturb other occupants.

11.8.3 No garments, rugs or other objects shall be hung from the windows or facades, lanais of the project or otherwise displayed in public view. No rugs or other objects shall be dusted or shaken from the windows, lanais or doors of any Unit or cleaned by beating or sweeping on any walkways, patios, entries or other exterior part of the project.

11.8.4 No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Element of the project outside of the disposal facilities provided for such purposes.

11.8.5 Every Unit Owner and occupant shall at all times keep his Unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, rules and regulations, including kennel laws and animal control laws.

11.9 Excavations; Subsurface Rights. No excavation or drilling for mineral, ore, stone, gravel, petroleum or earth shall be made upon any Unit, other than excavations necessary for construction purposes relating to the Home, garage, outbuildings, utilities, drainage, concrete work, and for the purpose of contouring, shaping, fencing, landscaping and generally improving any Unit in a manner approved by the Board. There shall be no deed, conveyance, agreement or other document executed by an Owner which should affect or cause a separation into different ownership of the surface or subsurface rights of any Unit, or portion thereof.

11.10 Common Element Alterations. Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Element except upon the written consent of the Board and after procedures required herein or by law.

11.11 House Rules. The Board or the Association membership is empowered to pass, amend and revoke detailed, reasonable administrative rules and regulations, or "House Rules," necessary or convenient from time to time to insure

compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Association.

11.12 Maintenance of View. Trees and vegetation planted in the Common Elements shall be pruned by the Association in a manner to preserve as much view as possible from each of the Units.

11.13 Timesharing. Timesharing, as defined in the Washington Timeshare Act, is prohibited.

11.14 Fences.

11.14.1 All fencing shall meet the design specifications established in the rules and regulations adopted by the Board. Fences may be installed only in those locations designated by the Board in the rules and regulations.

11.14.2 Each Owner shall maintain, repair and replace any hedge, fence or retaining wall, within the Unit and shall jointly maintain, repair and replace any hedge, fence or retaining wall which is on a boundary line for two Units or for a Unit and the Common Element with each adjoining Owner, or the Owner and Association if the adjoining property is a Common Element, sharing equally in the costs. The Board shall decide any disputes between two Owners or between an Owner and the Association and may, after Notice and Opportunity to be Heard, authorize the work to be done and levy a special assessment against the Owner for that Owner's share of the cost.

11.15 Utilities. All utility connections and service lines to each Unit shall be installed, (including electric service, irrigation piping, water service, sewer, cable TV, and telephone cable), in accordance with accepted construction and utility standards. The cost of installation and usage of all utilities shall be borne solely by the applicable Owner.

11.16 Slope Maintenance. Each Unit Owner will strictly comply with the slope retention restrictions and requirements described in the Associations Rules and Regulations..

11.17 Hazardous Substances. Each Owner shall not permit any Hazardous Substance to be generated, processed, stored, transported, handled, or disposed of on, under, in or through the Owner's Unit or Common Element. Each Owner shall indemnify, defend, and hold harmless the other Owner or Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit by the Owner, tenants, or invitees of the Unit. As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste, or material which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste, or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), or under any local or state rule or regulation. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, and/or genetic abnormalities.

Article 12 COMMON EXPENSES AND ASSESSMENTS

12.1 Estimated Expenses.

12.1.1 Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board: shall estimate the charges including Common Expenses, and any special charges for particular Units to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance, repair, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the prior year's operating fund.

12.1.2 Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common Elements which can reasonably be expected to require replacement or a major repair prior to the end of the useful life of the Buildings. 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. The initial Board, whether appointed by Declarant or elected by Declarant or Unit Owners other than Declarant, may at any suitable time establish the first such estimate.

12.1.3 If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment

for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners according to Section 12.4. 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.

12.1.4 Within 30 days after adoption of any proposed budget for the Condominium after the Transition Date, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than 14 nor more than 60 days after mailing of the summary. Unless at that meeting the Owners 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 such time as the Unit Owners ratify a subsequent budget proposed by the Board.

12.2 Payment by Owners. Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article 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 as the Board shall designate. No Owner may exempt himself 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 Owner's Unit.

12.3 Commencement of Assessments. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments.

12.4 Allocated Liability. Except for Assessments under Sections 12.5, 12.6 and 12.7, all Common Expenses must be assessed against all the Units in accordance with the allocations set forth in Exhibit B. Any past due Common Expense Assessment or installment thereof bears interest at the rate established by the Association pursuant to Section 12.14.

12.5 Only Some Units Benefitted. The Board may elect that any Common Expense or portion thereof benefitting fewer than all of the Units must be assessed exclusively against the Units benefitted.

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

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

12.8 Assessments for Judgment. 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 Allocated Common Expense Liabilities at the time the judgment was entered.

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

12.10 Reallocation. If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

12.11 Lien For Assessments

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

12.11.2 Priority. A lien under Section 12.12 shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of the 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.

12.11.3 Mortgage Priority. Except as provided in Sections 12.12.4 and 12.12.5, the lien shall also be prior to the Mortgages described in Section 12.12.2(b) to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to Section 12.1, which would have become due during the six months immediately preceding the date of the sheriff's sale in an action for judicial foreclosure by either the Association or a Mortgagee, the date of a trustee's sale in a non-judicial foreclosure by a Mortgagee, or the date of recording of the Declaration of forfeiture in a proceeding by the vendor under a real estate contract.

12.11.4 Mortgagee Notice. The priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that the lien priority under Section 12.12.3 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Association gives the holder a written notice of the delinquency. This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Association.

12.11.5 Recording as Notice. Recording of the Declaration constitutes record notice and perfection of the 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 the written notice of delinquency to a Mortgagee referred to in Section 12.12.3.

12.11.6 Limitation on Action. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

12.11.7 Foreclosure. The lien arising under Section 12.12 may be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. 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 months. Nothing in this Section shall prohibit an Association from taking a deed in lieu of foreclosure.

12.11.8 Receiver. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the 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 applicable charges, 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 days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

12.11.9 Mortgagee Liability. Except as provided in Section 12.12.3, 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 to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section.

12.11.10 Lien Survives Sale. The lien arising under Section 12.12 shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure, as provided in Section 12.12.9.

12.12 Owner Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are 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 latter 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.

12.13 Late Charges. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious 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.

12.14 Attorney's 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.

12.15 Assessment Certificate. The Association, upon written request, shall furnish to a Unit Owner or a 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 days after 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.

12.16 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 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 which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

12.17 Delinquent Assessment Deposit; Working Capital

12.17.1 Delinquent Assessment Deposit.

(a) A Unit Owner may be required by the Board or by the Manager, from time to time, to make and maintain a deposit not less than one (1) month nor in excess of three (3) months estimated monthly Assessment and charges, which may be collected as are other Assessments and charges. Such deposit shall be held in a separate fund, be credited to the Unit owned by such Owner, and be for the purpose of establishing a reserve for delinquent Assessments.

(b) The deposit may be used to pay assessment delinquencies at any time when such owner is ten (10) days or more delinquent in paying his monthly or other Assessments and charges. Said deposits shall not be considered as advance payments of regular Assessments. In the event the Board should draw upon said deposit as a result of a Unit Owner's delinquency in payment of any Assessments, said Owner shall continue to be responsible for the immediate and full payment of said delinquent Assessment (and all penalties and costs thereon) and thus the full restoration of said deposit, and the Board shall continue to have all of the rights and remedies for enforcing such Assessment payment and deposit restoration as provided by this Declaration and by law.

(c) Upon the sale of a Unit, the seller/Owner thereof shall not be entitled to a refund from the Association of any deposit or reserve account made or maintained with respect to such Unit pursuant to this or any other Section of this Declaration; rather, any such deposit or reserve account shall continue to be held by the Association for the credit of such Unit, and the Unit Purchaser shall succeed to the benefit thereof, and the Unit seller shall be responsible for obtaining from the Purchaser appropriate compensation therefor.

12.17.2 Working Capital Contribution. The Declarant may require that the first Purchaser of any Unit shall pay to the Association, in addition to other amounts due, an amount equal to two (2) months of monthly Assessments as a contribution to the Association's working capital. Such working capital contributions shall not be used to defray Declarant's expenses in completing the construction of the Condominium, to pay Declarant's contributions to Association reserves or to make up any deficits in the budget of the Association. Upon the election of the first Board by Unit Owners other than Declarant, Declarant shall pay to the Association as a working capital contribution an amount equal to two (2) months of monthly Assessments for each of the Units then owned by Declarant. When a Unit owned by Declarant is sold, Declarant may apply funds collected at closing from the Purchaser to reimburse itself for funds paid to the Association for such contribution with respect to that Unit.

**Article 13
INSURANCE**

13.1 In General. Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available:

13.1.1 Property insurance on the Common Elements of the Condominium, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than one hundred percent of the actual cash value 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 property policies; and

13.1.2 Liability insurance, including medical payments insurance, in an amount determined by the Board but not less than One Million Dollars, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

13.1.3 Workmen's compensation insurance to the extent required by applicable laws.

13.1.4 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible

provisions as the Board deems advisable.

13.1.5 Such other insurance (including directors and officers liability) as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood 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 or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or 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.

13.2 Coverage Not Available. If the insurance described in Section 13.1 is not reasonably available, or is modified, canceled, or not renewed, the Association promptly shall 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. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

13.3 Claims Adjustment. Any loss covered by the property insurance obtained by the Association under this Article must be adjusted with the Association, but the insurance proceeds for that loss 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 Unit Owners and lienholders as their interests may appear. Subject to the provisions of Article 14, 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 restored or the Condominium is terminated.

13.4 Owner's Additional Insurance. Each Owner at the Owner's expense shall be obligated to maintain adequate casualty and liability insurance with respect to the Unit and any improvements thereto or personal property located therein, which insurance shall comply with the requirements of the Declaration; provided, that, by a vote of the Owners holding not less than fifty-one percent (51%) of the total voting power, the Owners may elect to have the Association maintain such insurance as provided in this Article.

13.5 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 Chapter 48.18 RCW 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.

13.6 Notification on Sale of Unit. Promptly upon the 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 Owners under Article 13 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

Article 14 DAMAGE OR DESTRUCTION; RECONSTRUCTION

14.1 Definitions; Significant Damage; Repair; Emergency Work.

14.1.1 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 which the Board is responsible to maintain or repair: (a) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs; and (b) which has a significant adverse impact on the habitability of any Unit or the ability of an Owner or Owners to use the Property or any significant portion of the Property for its intended purpose.

14.1.2 As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the Building or improvements which 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 then applicable governmental rules and regulations or available means of construction may be made.

14.1.3 As used in this Article, the term "Emergency Work" shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and

to reasonably protect the Owners from liability arising out of the condition of the Property.

14.2 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:

14.2.1 The nature and extent of the Significant Damage, together with an inventory of the improvements and property directly affected thereby.

14.2.2 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.

14.2.3 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.

14.2.4 The amount, if any, that the estimated cost 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.

14.2.5 The Board's recommendation as to whether such Significant Damage should be Repaired.

14.3 Notice of Damage or Destruction. The Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, provide each Owner, and each first Mortgagee with a written notice summarizing the initial Board determination made under Section 14.2. If the Board fails to do so within said thirty (30) days, then any Owner or Mortgagee may make the determination required under Section 14.2 and give the notice required under this Section.

14.4 General Provisions.

14.4.1 Duty to Restore. Any portion of the Condominium for which insurance is required under this Article which is Significantly Damaged 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 of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which 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 in excess of insurance proceeds and reserves is a Common Expense.

14.4.2 Damage not Restored. If all or any portion of the damaged portions of the Condominium are not Repaired (regardless of whether such damage is Significant): (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not Repaired shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units.

14.4.3 Reallocation. If the Unit Owners vote not to Repair any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 15, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

14.4.4 Restoration by Board. If the damage (regardless of whether such damage is Significant) is to be repaired pursuant to Section 14.4, then:

14.4.5 Contract and Contractors. 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 effectuate the Repair and Restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with Repair upon satisfaction of the Board that such work will be appropriately carried out.

14.4.6 Insurance Trustee. The Board may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company that such firm or institution shall 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.

14.4.7 Decision to Terminate. In the event of a decision to terminate the Condominium and not to Repair and Restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the real property), and the remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268.

14.5 Restoration of Unit. In the event of damage or destruction by fire or other casualty to any Home or other improvements to the Lot, the Owner shall, regardless of the amount or availability of insurance proceeds, repair or rebuild such damage or destroyed portions of the Lot and improvements in a good workmanlike manner and in accordance with the provisions of the Declaration.

Article 15 CONDEMNATION

15.1 In General. 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 which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the Unit Owner for the 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, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this section is thereafter a Common Element.

15.2 Partial Unit Condemnation. Except as provided in Section 15.1, if 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 are reduced in proportion to the reduction in the size of the Unit, and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

15.3 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 Owners based on their respective 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 Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

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

15.5 Association to Represent Owners. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium, and any condemnation proceeds shall be payable to the Association for the benefit of the Owners of affected Units and their Mortgagees. Should the Association not act on the Owners' behalf in a condemnation process, the affected Owners may individually or jointly act on their own behalf.

Article 16 COMPLIANCE WITH DECLARATION

16.1 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and administrative 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 administrative 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 Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply. In the event of a dispute between the Declarant and the Association (or the Board or any Owner), each party shall be solely responsible for payment of all legal fees incurred by that party, regardless of the nature of the dispute or who may be the prevailing party.

16.2 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 an 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.

Article 17 LIMITATION OF LIABILITY

17.1 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 13, neither the Association nor the Board nor the Manager shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

17.2 No Personal Liability. So long as a Board member, Association committee member, or Association officer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person and such person's evaluation of such information, no such person (and no Association manager acting pursuant to the directions of the Board) shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence, including any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity. Without limiting the generality of the foregoing, the term "discretionary decisions" shall include evaluating and deciding whether or not to act in response to reports, investigations or recommendations received by such person, and shall include deciding whether or not to commence, defend, continue, or settle lawsuits or arbitration/mediation or other legal proceedings involving the Association or Condominium (or any part thereof). Provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 13.

17.3 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful or intentional misconduct, a knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property or services to which said person is not legally entitled. Provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The Association and each Owner shall defend, indemnify and hold Declarant harmless from any claim, expense or liability based on the failure of the Association or such Owner to comply with applicable duties and obligations under: the Declaration, Association Articles or Bylaws, or Association rules and regulations; or under any warranty obtained or issued by Declarant; or under applicable law.

17.4 Legal Proceedings. The rights, powers, benefits, duties and obligations granted to and imposed upon parties subject to this Declaration (including without limitation the Declarant, Owners, Association, Board and Officers) shall not be restricted, diminished, or otherwise modified by threatened or pending legal proceedings (including without limitation litigation, administrative, mediation, or arbitration), which proceedings involve one or more of such parties.

Article 18 MORTGAGEE PROTECTION

18.1 Change in Manager. In the event that professional management is employed by the Association, 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 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.

18.2 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not: without prior written approval of sixty-seven percent (67%) of all Eligible Mortgagees and sixty-seven percent (67%) of the Owners of record of the Units, seek by act or omission to: abandon or terminate the condominium status of the project; or abandon, encumber, sell or transfer any of the Common Elements.

18.3 Partitions and Subdivision. The Association shall not combine nor subdivide any Unit or the appurtenant

Limited Common Elements, nor abandon, partition, subdivide, encumber or sell any Common Elements, or accept any proposal so to do, without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s), so affected.

18.4 Change in Percentages. The Association shall not make any Material Amendment (as defined in Section 21.7) to this Declaration or Bylaws (including changes in the percentages of interest in the Common Elements) without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed.

18.5 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 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 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 or fidelity bonds 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 notices under this Section 18.5, the Mortgagee (or Mortgage insurer or guarantor) must send a written request 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 guaranties) the Mortgage.

18.6 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of said Declaration or the Bylaws shall control over such other inconsistent provisions.

18.7 Insurance

18.7.1 Board Duties. With respect to a first Mortgagee of a Unit, the Board shall:

(a) 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;

(b) Furnish any such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien;

(c) Require any insurance carrier to give the Board and any and all insured (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 non-payment);

(d) 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 provisions of Article 14;

(e) Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000);

(f) 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);

18.7.2 Additional Policy Provisions. In addition, the insurance policy acquired shall:

(a) 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;

(b) 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;

(c) Waive any provision invalidating such Mortgage clause by reason of: 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.

18.8 Inspection of Books. Declarant (and Declarant's agents), Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled: to inspect and copy at all reasonable hours of weekdays (or under other reasonable circumstances) all of the Books and Records of the Association (as defined in Section 1.8), within a reasonable time following request; and, 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 the holders of fifty-one percent (51%) or more of first Mortgages at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

Article 19 EASEMENTS

19.1 General. It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for: all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan; and for the maintenance, repair and replacement of all improvements within each Unit. Each Unit as it is constructed is granted an easement (to which each other Unit and all Common and Limited Common Element is subject) for the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

19.2 Utility, Etc., Easements. The Board, on behalf of the Association and all members thereof, shall have authority to grant utility, road and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

19.3 Association Functions. There is hereby reserved to the Association, or their duly authorized agents and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Association as are set forth, provided for or authorized in: this Declaration; or in the Articles, Bylaws or Association Rules.

19.4 Declarant Functions. There is hereby reserved to the Declarant (and its duly authorized agents, employees, contractors and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Declarant as are set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or Association Rules; building or other governmental permits or approvals; and Purchase and Sale Agreement between Declarant and a Unit Purchaser; any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

19.5 Encroachments. Each Unit and each Common and Limited Common Element is hereby declared to have an easement over all adjoining Units and Common and Limited Common Element, for the purpose of accommodating any encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the Building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit. The provisions of this Section 19.5 are intended to supplement Article 4 and RCW 64.32.252 and, in the event of any conflict, the provisions of Article 4 and RCW 64.34.252 shall control.

Article 20 PROCEDURES FOR SUBDIVIDING OR COMBINING

20.1 Procedure. Subdivision and/or combining of any Unit or Units, are authorized as follows:

20.1.1 Owner Proposal. Any Owner of any Unit or Units may propose any subdividing or combining of any Unit or Units, and appurtenant Common Elements or Limited Common Elements in writing, together with complete plans and specifications for accomplishing the same and a proposed amendment to this Declaration, the Survey Map and Plans covering such subdividing or combining, to the Board, which shall then notify all other Unit Owners of the requested

subdivision or combination.

20.1.2 Owner/Mortgagee Approval. Upon written approval of such proposal by sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of the Eligible Mortgagees, and of all Eligible Mortgagee(s) and Owner(s) of the Unit(s) to be combined or subdivided, the Owner(s) making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other Units or Common Elements or reasonable deadlines for completion of the work be inserted in the contracts for the work.

20.1.3 Survey Map and Plans. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments to the Survey Map, Plans, and Declaration of Condominium in accordance with the provisions of Article 21.

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

Article 21 AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

21.1 In General. Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), the Association (in connection with Sections 4.3 or 7.2.3, Articles 15 or 20, or termination of the Condominium), or certain Unit Owners (in connection with Article 4 or 7.2.3, or Article 20, or termination of the Condominium), and except as limited by Section 21.4, the Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated; provided, that the following Sections and Articles may be amended only by vote or agreement of Owners of Units to which one hundred percent (100%) of the votes in the Association are allocated, and only with the consent of the Declarant (so long as any right, duty or obligation of the Declarant continues under the Declaration or any express or implied warranty, agreement or law: Sections 1.8.6, 1.8.38, 10.2.2(c), 10.4.1(d), 10.6.1, 10.10, 10.11, 10.12, 17.2, 17.3, 18.8, 19.4, 21.6 and 21.7, and Articles 23 and 24.

21.2 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 year after the amendment is recorded.

21.3 Recording. Every amendment to the 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 the Declaration and each previously recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by RCW 64.32.216(1).

21.4 General Limitations. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, 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 Owner of each Unit particularly affected and the Owners of Units to which at least ninety percent of the votes in the Association are allocated other than the Declarant.

21.5 Execution. Amendments to the 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.

21.6 Special Declarant/Development Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant or Development Right, or any other right, power, benefit provided in the Declaration to Declarant (nor otherwise hinder the business activities or expectations of, or benefits provided hereunder to, the Declarant) without the consent of the Declarant and any Mortgagee of record (excluding Mortgagees of Units owned by persons other than the Declarant) with a security interest in the Special Declarant or Development Right or in any real property subject thereto.

21.7 Material Amendments. Any amendment to a provision of this Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall require the consent of fifty-one percent (51%) of the Eligible Mortgagees: voting rights; Assessments, Assessment liens, or the priority of Assessment liens; reserves for maintenance, repair, and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the Common or Limited Common Elements, or rights to their use; redefinition of any Unit boundaries; convertibility of Units into Common Elements or vice versa; expansion or

contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium; insurance or fidelity bond; leasing of Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision by the Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder; restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration; any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or any provisions that expressly benefit Mortgage holders, insurers, or guarantors. A Mortgagee who fails to respond within thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered by certified or registered mail with a return receipt requested.

21.8 Map and Plans Amendment. Except as otherwise provided herein, the Survey Map 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 Map and Plans shall be made available for the examination of every Owner. Such amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the appropriate county office in conjunction with the Declaration amendment.

21.9 Lender Requirements. All Unit Owners covenant and agree, for themselves and their heirs, successors and assigns, to vote in favor of and implement any amendments hereto which may be necessary to satisfy the requirements of the Federal National Mortgage Association, Veteran's Administration and Federal Housing Administration.

Article 22 MISCELLANEOUS

22.1 Notices for All Purposes

22.1.1 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, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit 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 notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Board.

22.1.2 Mortgagee Notice. Upon written request therefor, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by his security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

22.1.3 Mortgagee's Acceptance

a. Priority of Mortgage. This Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgage.

b. Acceptance Upon First Conveyance. Unless otherwise expressly approved by the Purchaser of a Unit, Declarant shall not consummate the conveyance of title of such Unit until said Mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act, for partial release of Units with their appurtenant Limited Common Elements and Allocated Interest in Common Elements from the lien of said Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the Condominium status of the Units remaining subject to its Mortgage as well as its acknowledgment that such appropriate arrangements for partial release of Units have been made; provided, that, except as to the Units (and their Allocated Interests in Common Elements) so released, said Mortgage shall remain in full effect as to the entire Property.

22.2 Severability. The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants effect the common plan.

22.3 Conveyances: Notice Required. The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying: the Unit to be sold; the name and address of the Purchaser, of the closing

agent, and of the title insurance company insuring the Purchaser's interest; and the estimated closing date. The Board shall have the right to notify the Purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Unit, whether or not such information is requested. It is understood, however, that a violation of this Section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

22.4 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of one or more Units and include Development Rights and Special Declarant Rights).

22.5 Effective Date. This Declaration shall take effect upon recording.

ARTICLE 23 SPECIAL DECLARANT RIGHTS DEVELOPMENT RIGHTS

23.1 Special Declarant Rights. As more particularly provided in this Article, Declarant, for itself and any successor Declarant, has reserved the following Special Declarant Rights:

23.1.1 Completion of Improvements. Declarant, its agents, employees, contractors and representatives shall have the right to complete, repair, replace or correct improvements and otherwise perform work as set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or Association Rules; building or other governmental permits or approvals; and Purchase and Sale Agreement between Declarant and a Unit Purchaser; any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law. This Special Declarant Right shall continue so long as any right, duty or obligation of the Declarant continues under any express or implied warranty, agreement or law.

23.1.2 Sales Facilities of Declarant. Declarant, its agents, employees and contractors shall be permitted to establish and maintain in any Unit still owned by Declarant and in any of the Common Elements (other than Limited Common Elements assigned to Units not owned by 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 interests, 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, prospective tenants or purchasers of Declarant. Any such facilities not designated a Unit by the Declaration is a Common Element and, if Declarant ceases to be a Unit Owner, the Declarant ceases to have any rights with regard thereto unless it is removed promptly from the Condominium, which Declarant shall have the right to do. Declarant may maintain signs on the Common Elements advertising the Condominium. The provisions of this Section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of: the 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.

23.1.3 Exercise of Development Rights. Declarant shall have the right to exercise Development Rights, if any, under this Declaration and the Act.

23.1.4 Combination with Larger Project. Declarant shall have the right to make the Condominium part of a larger condominium or development under RCW 64.34.276, and the Allocated Interests of Units shall be reallocated using the same formula as provided in either Exhibit B, B-1 and/or B-2.

23.1.5 Subject to Master Association. Declarant shall have the right to make the Condominium subject to a Master Association under RCW 64.34.276.

23.1.6 Termination of Declarant Rights. Except as otherwise provided in this Declaration, the foregoing Special Declarant Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Development Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

23.2 Development Rights. As more particularly provided in this Article, the Declarant, for itself and any successor Declarant, has reserved the following Development Rights:

23.2.1 Parking/Storage Assignment.

(a) The total number of parking spaces which are anticipated for this Condominium are shown on Exhibit A attached hereto, and the general locations of such parking spaces and storage areas are depicted on the Survey Map and Plans.

(b) Unless the property does not have sufficient off-street parking and/or storage areas for each Unit, the Owner of each Unit has the unqualified right to use at least one parking space and storage area, either to be a part of the Unit, or to be allocated as provided in this Section 23.2.1.

(c) Declarant reserves the right to make the initial allocation of parking spaces, driving areas, and storage areas to each Unit such allocation being made pursuant to Section 7.1.2, 7.1.3 and 7.1.4 and Exhibits attached hereto (or by amendments thereto). With respect to each Unit, Declarant shall make such allocations prior to or contemporaneously with the closing of the sale of such Unit by Declarant.

(d) Until the approximate locations are shown on the Survey Map and Plans, and an allocation to Units is made by this Declaration or amendments thereto, such parking spaces, driving areas and storage areas shall continue as part of the Common Elements (but not as Limited Common Elements).

(e) Once the Declarant's right to make such allocations has expired, the balance of any parking spaces, driving areas, and storage areas, if any, not so allocated to specific Units shall continue as part of the Common Elements (not as Limited Common Elements) to be used in accordance with the rules and regulations established from time to time by the Board.

(f) If Declarant elects to reallocate parking or storage previously allocated to Units still owned by Declarant, Declarant shall comply with the provision of Section 7.2.2; such reallocation is expressly recognized as being authorized by and in compliance with this Declaration.

23.2.2 Development in Phases

(a) **Right to Phase.** This Condominium will be developed and established in more than one (1) phase. This Declaration provides a description of: the land within all phases; the general Common and Limited Common Elements for all phases; and the Units and Buildings for Phase 1 (and either herein or an amendment hereto, for the remainder of possible phases). The Survey Map and Plans, filed simultaneously herewith, depict certified as-built with respect to Phase 1 the following: a survey of the surface of the land for Phase 1 and all possible phases; the location of the Buildings for Phase 1; and the plans of the Buildings for Phase 1 showing as to each Unit in Phase 1 the vertical and horizontal boundaries, the location of all such Units, and the number and dimensions of all such Units. Said Survey Map and Plans, or amendments thereto, shall show such data with respect to the remainder of phases. 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 (including the land and all Units, Buildings and other improvements constructed thereon) as a Condominium under the Act until Declarant records an amendment to the Declaration (and an amendment to the Survey Map and Plans, if necessary) pursuant to subsection 23.2.5.

(b) **Declaration, Survey Map and Plans Amendments.** For each subsequent phase following Phase 1, the Declarant shall execute and record an amendment to this Declaration stating that said subsequent phase (including the subsequent phase land, and all Units, Buildings and other improvements thereon) is established as a Condominium under the Act. From and after the recording of said amendment, all of the land within Phase 1 and within subsequent phases for which such an amendment has been recorded, together with all Units, Buildings and other improvements constructed thereon, shall constitute a single Condominium pursuant to the Act and the provisions of this Declaration. In conjunction with said amendment to the Declaration, an updated or revised Survey Map, or Plans, or both, shall be filed if the previous Map and Plans filed affecting or describing said subsequent phase lack required detail, certification or other matters required under the Act. The Declarant is the 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 Units. The amendment must describe any Common Elements and any Limited Common Elements thereby created and, in the case of Limited Common Elements, designate the Unit to which each is allocated to the extent required by RCW 64.34.228. Development Rights may be reserved within any real property added to the Condominium if the amendment adding that real property includes all matters required by RCW 64.34.216 or 64.34.220, as the case may be, and the Survey Map and Plans include all matters required by RCW 64.34.232. This provision does not extend the time limit on the exercise of Development Rights imposed by this Declaration.

(c) Common Elements. All Common Elements for each phase will be utilized by Unit Owners of the next succeeding phase as it is established, and the additional Owners will, after the effective date of the subsequent phase, also share in the expenses of such Common Elements. Owners in a prior phase will utilize the Common Elements for the subsequent phases and also share in the expense thereof.

(d) Completion. Declarant shall complete subsequent phases in accordance with the plans and specifications prepared from time to time by or for Declarant and as approved from time to time by governmental authorities having jurisdiction thereof and by the lender or lenders financing the construction of subsequent phases. Improvements within subsequent phases will be reasonably consistent with improvements in prior phases in terms of quality of construction. Completion of subsequent phases will be pursued by Declarant as expeditiously as reasonably possible, subject to delays for reasons (including, but not limited to, financing availability, labor disputes, material shortages, and acts of God) reasonably beyond the control of Declarant. All improvements for subsequent phases shall be substantially completed before such phase is incorporated into the Condominium by amendment as provided in subsection 23.2.2(b) above.

(e) Allocated Interests. It is specifically covenanted that the Allocated Interests for Phase 1 are calculated with respect to the Units within Phase 1. At such time as additional phases are made effective by the filing of the above-described Declaration Amendment by Declarant, the Allocated Interests thereafter effective for all Units in Phase 1 and those added in each subsequent phase shall be reallocated as provided in Exhibit B attached hereto.

(f) Assessments Based on Allocated Interests for Phases. All Assessments for the various phases shall utilize and be based on the Allocated Interests stated for that phase until the succeeding phase is activated and commenced. The Declarant or Board may upon the activation of any phase, based on the reallocation of Allocation Interests, recompute the budget and the Assessments, and impose the revised Assessments.

(g) Easements for Phased Development. A.1.1.1.

(i) In addition to the general easements reserved by statute and by reference in other sections of this Declaration, there is reserved a non-exclusive easement in favor of Declarant (and Declarant's heirs, successors, assigns and purchasers) over and across the Phase 1 land (and across the land hereafter described in Exhibit A, as hereafter amended, for any subsequently completed phase) for ingress and egress and over and across easements, roadways, and utility lines specified or established in and for completed phases, and the right to connect thereto is reserved. Such reservations are for the purpose either of completing subsequent phases, or otherwise developing portions of the land for other purposes if not completed as a Condominium phase.

(ii) The easements reserved under this Section shall entitle the Declarant (and Declarant's heirs, successors, assigns), for development of each successive phase of the Condominium, or for development and utilization of the lands to have been included in any phase if such lands are utilized for other purposes under the powers reserved to Declarant: to tie into water, sewer, storm sewer, electrical, gas, telephone or other utility lines of all varieties; to connect with roadways or utility systems developed and emplaced in the completed phases of the Condominium; and, to the extent as owners and occupants within the Condominium, utilize any recreational facilities developed in completed phases of the Condominium.

(iii) 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 quality of the utility service to the land described in Exhibit A as Phase 1 and for the land in a subsequently completed phase; provided, that if said tie-ins cause an increase in the cost of delivering affected utility services to Phase 1 and for land in any subsequently completed phase, that cost shall be borne by the Declarant.

(iv) Any land which is not developed as a subsequent phase of the Condominium and which utilizes and benefits from the utility, roadway easements and recreational facility reserved to Declarant hereunder, shall pursuant to an irrevocable covenant running with the land be obligated to pay a pro rata share (based on relative number of living units) of the costs of subsequent repairs, maintenance and operation of said utilities, roadways and recreational facilities.

(v) Declarant (and Declarant's heirs, successors and assigns) shall have a non-exclusive easement to construct and maintain (at any time and at Declarant's sole cost and expense and in the exercise of Declarant's sole discretion and at such locations within Phase 1 and within any subsequently completed phases of the Condominium as Declarant may determine) such signs as Declarant may deem necessary for the identification of the name, location and direction, and for the sale or renting, of Buildings and Units, regardless of whether such Buildings and Units are located on land which is within a subsequent phase of the Condominium or on land which the Declarant under powers reserved hereunder has elected not to develop as a phase of the Condominium.

(h) Liens Arising in Connection with Phases. At the time the amendment incorporating a subsequent phase into the Condominium is made, no lien arising in connection with the Declarant's ownership of, and construction of

improvements upon, the subsequent phase land will adversely affect the rights of existing Unit Owners or the priority of first Mortgages on Units in the existing Condominium Property. All taxes, assessments, mechanics liens, and other charges affecting a subsequent phase land will be paid or otherwise satisfactorily provided for by the Declarant.

(i) Withdrawal of Subsequent Phases. If, despite the good faith efforts of Declarant, and for reasons (including, but not limited to, financing availability, labor disputes, material shortages and acts of God) beyond the reasonable control of Declarant, all or any of the subsequent phases are not completed and/or the amendment(s) provided for in this Section is not recorded, then Declarant at any time may elect not to incorporate all or some of such subsequent phases into the subject Condominium project and elect not to record the amendments provided on in this Section. To effectuate the foregoing, Declarant, upon its sole signature and without further consent of any of the other Owners being required, may file such amendment to this Declaration and to the Survey Map and Plans as is necessary to withdraw the land within such subsequent phases (and improvements constructed thereon) from the provisions of this Declaration and to relinquish Declarant's rights under this Section. In the event Declarant should exercise its rights under this Section to withdraw the land within such subsequent phases (and improvements thereon), from the provisions of this Declaration, or if the Declarant's right to add phases expires pursuant to Section 23.2.2(j)(iii), then: the phases in fact made a part of the Condominium shall thereafter continue to constitute a complete, fully operational Condominium; land within such subsequent phases (and improvements thereon) may be used for any other lawful purpose in Declarant's discretion; and the easements provided for in this Section (including without limitation Section 23.2.2(g)) shall continue for the benefit of land within such subsequent phases and Declarant (and its heirs, successors and assigns) for the development and utilization of land within such subsequent phases.

(j) Limitation of Declarant's Rights.

(i) It is understood that the total project (if all phases are completed) shall include Condominium residential Units not exceeding in number the maximum permitted by law.

(ii) At the time of recording this Declaration, Declarant may not have acquired title to or an interest in the land for some or all of the land for phases subsequent to Phase 1. Declarant shall not be entitled to exercise its rights to include the land for phases subsequent to Phase 1 (and improvements thereon) as a part of this Condominium until such time as Declarant has acquired title to or an interest in the land necessary for such subsequent phase.

(iii) Notwithstanding any other provision of this Declaration, Declarant's right to add phases by amendments under this Section shall expire seven (7) years after initial Declaration recording.

23.2.3 Subdivision and Combination. Declarant shall have the right to subdivide or combine Units (owned by Declarant) or convert Units (owned by Declarant) into Common Elements. Whenever Declarant exercises a Development Right to subdivide, combine or convert a Unit previously created into additional Units, Common Elements, or both:

(a) If Declarant converts the Unit entirely to Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation under Article 15.

(b) If 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 the Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by the Declarant.

(c) If Declarant combines two or more Units, the amendment to the Declaration must reallocate to the new Unit all of the Allocated Interests formerly allocated to the Units so combined.

23.2.4 Withdrawal of Property. Declarant shall have the right to withdraw Real Property from the Condominium as provided in Section 23.2.2 subject to the following limitations:

(a) If all the Real Property is subject to withdrawal, and the Declaration or Survey Map or amendment thereto does not describe separate portions of Real Property subject to that right, none of the Real Property may be withdrawn if a Unit in that portion of the Real Property is owned by a person other than the Declarant; and

(b) If a portion or portions are subject to withdrawal as described in the Declaration or in the Survey Map or in any amendment thereto, no portion may be withdrawn if a Unit in that portion of the Real Property is owned by a person other than the Declarant.

23.2.5 Boundaries of Limited Common Elements. Declarant shall have the right to establish, expand, contract or otherwise modify the boundaries of any Limited Common Element allocated to a Unit; provided, the prior consent will be required from the Owner of the Unit.

23.2.6 Different Parcels; Different Times

(a) Any Development Right may be exercised with respect to different parcels of Real Property at different times;

(b) 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; and

(c) Even though a Development Right is exercised in any portion of the Real Property subject to that right, that right need not be exercised in all or in any other portion of the remainder of that Real Property.

23.2.7 Exercise of Development Right. To exercise any Development Right reserved under Section 23.2, the Declarant shall prepare, execute, and record an amendment to the Declaration under Article 21 and comply with RCW 64.34.232.

23.2.8 Termination of Development Rights. Except as otherwise provided in this Declaration, the foregoing Development Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Special Declarant Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

23.3 Liability for Damage. The Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Condominium, of any portion of the Condominium damaged by the exercise of rights reserved by Declarant pursuant to or created by this Declaration or the Act.

23.4 Declarant's Easements. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Declaration.

Article 24

CONSTRUCTION OF UNIT STRUCTURES

A Unit Owner, (including Declarant) at its sole cost and expense, shall have the right to construct (in compliance with the provisions of this Declaration and all applicable laws, rules and regulations) and thereafter maintain, repair, alter and replace improvements within the Unit owned by such Owner. In connection therewith, a Unit Owner is granted the same easements as granted to the Declarant (subject to the same limitations and conditions as imposed on Declarant). In connection therewith, a Unit Owner, at its sole cost and expense, shall have the right and obligation to cause such amendments to this Declaration and the Survey Map and Plans to be prepared and recorded as may be required by law or requested by title insurers or mortgagees of the Unit. The Declaration Survey Map and Plans may be amended to show data pertaining to Unit Structures when completed.

Article 25

DISPUTE RESOLUTION

25.1 Policy - Mediation. The parties hope there will be no disputes arising out of their relationship. To that end, each commits to cooperate in good faith and to deal fairly in performing its duties under this Declaration in order to accomplish their mutual objectives and avoid disputes. But if a dispute arises, the parties agree to resolve all disputes by the following alternate dispute resolution process: (a) the parties will seek a fair and prompt negotiated resolution, but if this is not successful, (b) all disputes shall be resolved by binding arbitration, provided that during this process, (c) at the request of either party made not later than forty-five (45) days after the initial arbitration demand, the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date). The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

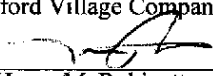
25.2 Binding Arbitration. Any claim between or among any party subject to this Declaration (including without limitation, the Declarant, Association Board or officers, Unit Owners, or their employees or agents) arising out of or relating to this Declaration, a Unit or Units, the Condominium or the Association shall be determined by Arbitration in the county in which the Condominium is located commenced in accordance with RCW 7.04.060; provided, that the total

award by a single arbitrator (as opposed to a majority of the arbitrators) shall not exceed \$50,000, including interest, attorneys' fees and costs. If any party demands a total award greater than \$50,000, there shall be three (3) neutral arbitrators. If the parties cannot agree on the identity of the arbitrator(s) within ten (10) days of the arbitration demand, the arbitrator(s) shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or have similar professional credentials). Each arbitrator shall be an attorney with at least fifteen (15) years' experience in commercial or real estate law and shall reside in the county in which the Condominium is located. Whether a claim is covered by the Article shall be determined by the arbitrator(s). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder.

25.3 Hearing - Law - Appeal Limited. The arbitrator(s) shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days; and the arbitrator(s) written decision shall be made not later than fourteen (14) calendar days after the hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator(s) may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator(s) shall apply applicable substantive law. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgement may be entered in any court having jurisdiction thereof. The arbitrator(s) may award injunctive relief or any other remedy available from a judge, including without limitation joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy; but shall not have the power to award punitive or exemplary damages; or to award attorneys' fees and costs to the prevailing party. The decision and award of the arbitrator(s) need not be unanimous; rather, the decision and award of two arbitrators shall be final. Provided, if at the time dispute resolution procedures are to commence hereunder, the law of Washington prohibits a waiver of judicial enforcement or prohibits binding arbitration, then the parties agree to otherwise fully comply with the provisions hereof, and agree that any party may seek judicial review of the Formal Decision.

25.4 Warranty Dispute Resolution. In the event Declarant has issued a warranty of quality to the initial purchasers of Units, and such warranty contains provisions governing the making of claims and governing the resolution of disputes, then the provisions of such warranty shall control over the provisions of this Article 24 with respect to all express and implied warranty claims (including without limitation the Washington Condominium Act implied warranties) involving Units and Common Elements (regardless of whether the Unit Owner, Association or Board is asserting the claim).

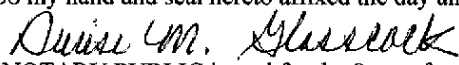
DECLARANT: Hayford Village Company LLC

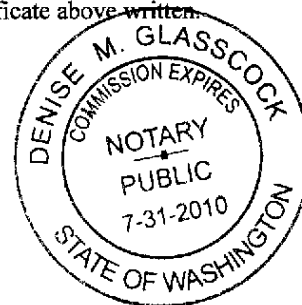
BY: 
Henry M. Robinett
ITS: Member

STATE OF WASHINGTON §
§
COUNTY OF Snohomish §

On this 27th day of June, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry M. Robinett to me personally known (or proven on the basis of satisfactory evidence) to be a Member of liability company 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 the said instrument on behalf of said partnership.

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


NOTARY PUBLIC in and for the State of
Washington, residing in Stanwood
My commission expires: 7-31-10
Print Notary Name: Denise M. Glasscock



**HAYFORD VILLAGE II, A CONDOMINIUM
EXHIBIT A
TO THE DECLARATION**

ON THE INITIAL RECORDING OF THE DECLARATION, ONLY PHASE 1 IS A PART OF THE CONDOMINIUM. SUBSEQUENT PHASES WILL BE ADDED BY AMENDMENT TO THE DECLARATION.

1. Description of Real Property included in Condominium:

a. Legal Description of All Possible Phases:

UNITS 74 THROUGH 148, INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

b. Legal Description of Phase 1:

UNITS 98 THROUGH 105, INCLUSIVE AND 131 THROUGH 136, INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

c. Legal Description of Future Phases:

THE LAND DESCRIBED FOR ALL POSSIBLE PHASES, LESS THE LAND DESCRIBED PHASE 1.

- 2. Description of any Real Property which may be allocated subsequently by the Declarant as Limited Common Elements (other than Limited Common Elements specified in Sections 4.1.2 and 4.1.4):** See Paragraph 1 above.
- 3. Description of the Real Property to which any Development Right or Special Declarant Right applies:** See Paragraph 1 above.
- 4. Moorage Slips:** None.
- 5. Recreational Facilities:** None, except a picnic area, basketball hoop and open space.
- 6. Parking.**
 - a. Covered (carport), Uncovered (open) & Enclosed (garage) parking spaces [within boundary of Units]** – Not yet determined
 - b. Covered (carport), Uncovered (open) & Enclosed (garage) parking spaces [not within boundary of Units]** – Not yet determined
- 7. Tract F (Open Space Recreation Area & Garage).**
 - a. At the Declarant's election, the garage located on Tract F (Open Space Recreation Area) may be designated as a Common Element, a Limited Common Element for Unit 148, or for such other purpose as Declarant may determine.
 - b. At the Declarant's election, Tract F (Open Space Recreation Area) may be used for RV storage and similar purposes by the Condominium and/or other property near or adjacent to the Condominium.

HAYFORD VILLAGE II, A CONDOMINIUM								
DECLARATION EXHIBIT B - BUILDING/UNIT DATA - PHASE 1								
UNIT DATA								
<p>* NOTE 1: (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. CONSEQUENTLY: (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.</p>								
UNIT SQUARE FOOTAGE AREA NOTES								
** NOTE 2: Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit								
ALLOCATED INTEREST NOTES								
*** NOTE 3: The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share.								
UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE				*** ALLOCATED
				surveyor's "as-built"				INTEREST
	# of	# of	# of	Unit Structure	Dwelling	Garage	UNIT	Common Expense,
	Bathrms	Bdrms	FrPlcs	Total	Portion			Votes & Common
	See NOTES 1 & 2			See NOTES 1 & 2			See Note 2	See Note 3
98	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/14
99	* & **	* & **	* & **	* & **	* & **	* & **	5,019	1/14
100	* & **	* & **	* & **	* & **	* & **	* & **	5,648	1/14
101	* & **	* & **	* & **	* & **	* & **	* & **	5,567	1/14
102	* & **	* & **	* & **	* & **	* & **	* & **	5,486	1/14
103	* & **	* & **	* & **	* & **	* & **	* & **	5,312	1/14
104	* & **	* & **	* & **	* & **	* & **	* & **	5,320	1/14
105	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/14
131	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/14
132	* & **	* & **	* & **	* & **	* & **	* & **	5,348	1/14
133	* & **	* & **	* & **	* & **	* & **	* & **	7,764	1/14
134	* & **	* & **	* & **	* & **	* & **	* & **	5,382	1/14
135	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/14
136	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/14
TOTALS							76,050	1
Total Number of Units							14	



WHEN RECORDED, RETURN TO:

Hayford Village Company LLC
1429 Broadway
Everett, WA 98201

ASSESSOR/RECORDER QUESTIONS

RE:

**DECLARATION/SURVEY SHOULD
BE DIRECTED TO:**

James C Middlebrooks, Attorney at Law
3050 Belmonte Lane, Everett WA 98201
425-252-2698
pete@jcmiddlebrooks.com

DOCUMENT TITLE(S):

**FIRST AMENDMENT TO THE DECLARATION AND COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR HAYFORD
VILLAGE II, A CONDOMINIUM**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: AF# 5706299; AF#
5706298

GRANTOR(S): (DECLARANT)

Hayford Village Company LLC

GRANTEE(S): (PROJECT NAME)

Hayford Village II, A Condominium

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

Section 7, Township 24N, Range 42E, W.M..

Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Additional legal is on Exhibit A of the document

**FIRST AMENDMENT TO DECLARATION OF
HAYFORD VILLAGE II, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this
3rd day of June, 2010.

RECITALS

Whereas a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Spokane County Recording Nos. 5706299; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 5706298; upon the real property more particularly described in said Declaration.

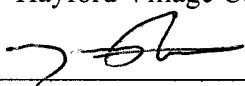
Whereas, it is desired to amend the Declaration to revise the land and Units in Phase 1 of the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. REVISION OF PHASE 1 AMENDMENT. Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:
 - (a) Phase 1 of the Condominium shall consist of the land more particularly described as Phase 1 in Paragraph 1b of the First Amended Exhibit A (and all Buildings, Units and Common Elements and Limited Common Elements located on said Phase 1 land);
 - (b) The Floor Location, Unit Description and Unit Square Footage for Units in Phase 1 are set forth in the First Amended Exhibit B.
 - (c) The Allocated Interests appurtenant to all Units in Phase 1 which have been made a part of the Condominium shall be as set forth in the First Amended Exhibit B.
2. EFFECTIVE DATE. This Amendment shall take effect upon recording.
3. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

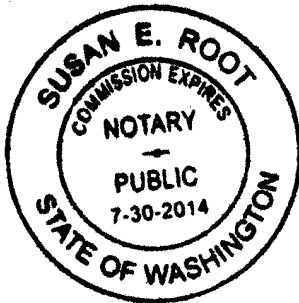
DECLARANT: Hayford Village Company LLC

BY: 
Henry M. Robinett
ITS: Member

STATE OF WASHINGTON §
 COUNTY OF Snohomish §

On this 3rd day of June, 2010 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry M. Robinett to me personally known (or proven on the basis of satisfactory evidence) to be a Member of liability company 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 the said instrument on behalf of said partnership.

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



Susan E. Root
 NOTARY PUBLIC in and for the State of
 Washington, residing in Arlington
 My commission expires: 7-30-14
 Print Notary Name: Susan E. Root

**HAYFORD VILLAGE II, A CONDOMINIUM
FIRST AMENDED EXHIBIT A
TO THE DECLARATION**

UPON THE RECORDING OF THE RECORDING OF THE FIRST AMENDMENT TO DECLARATION, THE LAND IN PHASE 1 OF THE CONDOMINIUM IS BEING REVISED AS SET FORTH BELOW.

1. Description of Real Property included in Condominium:

a. Legal Description of All Possible Phases:

UNITS 74 THROUGH 148, INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

b. Legal Description of Phase 1:

UNITS 74, 76, 78, 79, 80, 93, 94, 98, 99, 101, 102, 103, 104, 105, 131, 132, 133, 145, 146, 147, INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

c. Legal Description of Future Phases:

THE LAND DESCRIBED FOR ALL POSSIBLE PHASES, LESS THE LAND DESCRIBED PHASE 1.

- 2. Description of any Real Property which may be allocated subsequently by the Declarant as Limited Common Elements (other than Limited Common Elements specified in Sections 4.1.2 and 4.1.4):** See Paragraph 1 above.
- 3. Description of the Real Property to which any Development Right or Special Declarant Right applies:**
See Paragraph 1 above.
- 4. Moorage Slips:** None.
- 5. Recreational Facilities:** None, except a picnic area, basketball hoop and open space.

6. **Parking.**
 - a. **Covered (carport), Uncovered (open) & Enclosed (garage) parking spaces [within boundary of Units]** Not yet determined
 - b. **Covered (carport), Uncovered (open) & Enclosed (garage) parking spaces [not within boundary of Units]** Not yet determined
7. **Tract F (Open Space Recreation Area & Garage).**
 - a. At the Declarant's election, the garage located on Tract F (Open Space Recreation Area) may be designated as a Common Element, a Limited Common Element for Unit 148, or for such other purpose as Declarant may determine.
 - b. At the Declarant's election, Tract F (Open Space Recreation Area) may be used for RV storage and similar purposes by the Condominium and/or other property near or adjacent to the Condominium.

HAYFORD VILLAGE II, A CONDOMINIUM								
1ST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA - PHASE 1 (revised)								
PURPOSE OF AMENDMENT								
The purpose of this amendment is to revise the Units in Phase 1 of the Condominium, by deleting some Units from Phase 1, and adding new Units to Phase 1 -- all as set forth below.								
UNIT DATA								
* NOTE 1: (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. CONSEQUENTLY: (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.								
UNIT SQUARE FOOTAGE AREA NOTES								
** NOTE 2: Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit								
ALLOCATED INTEREST NOTES								
*** NOTE 3: The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share.								
UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE				*** ALLOCATED
								INTEREST
				surveyor's "as-built"				Expense, Votes & Common Elements
	# of	# of	# of	Unit Structure	Dwelling Portion	Garage	UNIT	
	Bathrms	Bdrms	FrPlcs					
	See NOTES 1 & 2			See NOTES 1 & 2			See Note 2	See Note 3
UNITS BEING DELETED FROM PHASE 1								
100	* & **	* & **	* & **	* & **	* & **	* & **	5,648	N/A
134	* & **	* & **	* & **	* & **	* & **	* & **	5,382	N/A
135	* & **	* & **	* & **	* & **	* & **	* & **	5,200	N/A
136	* & **	* & **	* & **	* & **	* & **	* & **	5,200	N/A
PHASE 1 - REVISED								
UNITS NOW IN, AND TO REMAIN IN, PHASE 1								
98	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/20
99	* & **	* & **	* & **	* & **	* & **	* & **	5,019	1/20
101	* & **	* & **	* & **	* & **	* & **	* & **	5,567	1/20
102	* & **	* & **	* & **	* & **	* & **	* & **	5,486	1/20
103	* & **	* & **	* & **	* & **	* & **	* & **	5,312	1/20
104	* & **	* & **	* & **	* & **	* & **	* & **	5,320	1/20
105	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/20
131	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/20
132	* & **	* & **	* & **	* & **	* & **	* & **	5,348	1/20
133	* & **	* & **	* & **	* & **	* & **	* & **	7,764	1/20

HAYFORD VILLAGE II, A CONDOMINIUM								
1ST AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA - PHASE 1 (revised)								
PURPOSE OF AMENDMENT								
The purpose of this amendment is to revise the Units in Phase 1 of the Condominium, by deleting some Units from Phase 1, and adding new Units to Phase 1 -- all as set forth below.								
UNIT DATA								
<p>* NOTE 1: (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. CONSEQUENTLY: (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.</p>								
UNIT SQUARE FOOTAGE AREA NOTES								
** NOTE 2: Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit								
ALLOCATED INTEREST NOTES								
UNITS BEING ADDED TO PHASE 1								
74	* & **	* & **	* & **	* & **	* & **	* & **	7,623	1/20
76	* & **	* & **	* & **	* & **	* & **	* & **	7,796	1/20
78	* & **	* & **	* & **	* & **	* & **	* & **	7,453	1/20
79	* & **	* & **	* & **	* & **	* & **	* & **	10,953	1/20
80	* & **	* & **	* & **	* & **	* & **	* & **	6,141	1/20
93	* & **	* & **	* & **	* & **	* & **	* & **	5,511	1/20
94	* & **	* & **	* & **	* & **	* & **	* & **	6,745	
145	* & **	* & **	* & **	* & **	* & **	* & **	5,292	1/20
146	* & **	* & **	* & **	* & **	* & **	* & **	5,586	1/20
147	* & **	* & **	* & **	* & **	* & **	* & **	5,996	1/20
TOTALS							123,716	1
Total Number of Units in Phase 1 (Revised)					20			



AFTER RECORDING RETURN TO:
BOYDEN, ROBINETT & ASSOCIATES, L.P.
1429 BROADWAY
EVERETT WA 98201

DOCUMENT TITLE:

1. UTILITIES EASEMENT
(HAYFORD VILLAGE PHASE II)

NOTICE

This document is recorded as a courtesy only by First American Title Insurance Co. and is NOT a part of any title commitment or policy of title insurance.

GRANTOR(S) (Last name first, then first name & initials):

1. BOYDEN, ROBINETT & ASSOCIATES, L.P., a Washington limited partnership

GRANTEE(S) (Last name first, then first name & initials):

1. HAYFORD VILLAGE COMPANY, LLC, a Washington limited liability company
2. PRESENT AND FUTURE OWNERS

LEGAL DESCRIPTION (abbreviated: ie block, plat or section, township, range, qrt/qrt): *SW 1/4*
SECTION 7, TOWNSHIP 24 NORTH, RANGE 42 EAST, W.M., SPOKANE COUNTY,
WASHINGTON *PTN TRACTS 7, 8, 9 Richland*

☐ Additional legal on page 13-4 of document

*PTN LOTS 74 thru 148
Hayford Village II*

REFERENCE NUMBER(S) (of documents assigned or released):

ASSESSOR PROPERTY TAX ACCOUNT NUMBER:

SEE ATTACHED EXHIBIT "A"

24073.0001

- ☐ Property Tax Parcel ID is not yet assigned
- ☐ Additional numbers on page _____ of document

4

R. E. Excise Tax Exempt
Date *11-7* 20*11*
Spokane County Treas.

By *[Signature]*

EXHIBIT "A"

Tax Parcel Numbers:

24073.6001	24073.2139
24073.2176	24073.2140
24073.2177	24073.2141
24073.2178	24073.2142
24073.2179	24073.2143
24073.2180	24073.2144
24073.2181	24073.2145
24073.2182	24073.2146
24073.2101	24073.2147
24073.2102	24073.2148
24073.2103	24073.2149
24073.2104	24073.2150
24073.2108	24073.2151
24073.2109	24073.2152
24073.2110	24073.2153
24073.2111	24073.2154
24073.2112	24073.2155
24073.2113	24073.2156
24073.2114	24073.2157
24073.2115	24073.2160
24073.2116	24073.2161
24073.2117	24073.2162
24073.2118	24073.2163
24073.2119	24073.2164
24073.2120	24073.2165
24073.2121	24073.2166
24073.2122	24073.2167
24073.2123	24073.2168
24073.2124	24073.2169
24073.2126	24073.2170
24073.2127	24073.2171
24073.2128	24073.2173
24073.2130	24073.2174
24073.2131	24073.2175
24073.2132	
24073.2133	
24073.2134	
24073.2135	
24073.2136	
24073.2137	
24073.2138	

UTILITY EASEMENT
(HAYFORD VILLAGE PHASE II)

BOYDEN, ROBINETT & ASSOCIATES, L.P., a Washington Limited Partnership, the owners of the following described real property situate in the County of Spokane, State of Washington, to-wit:

Tracts 7, 8 and 9, Richland Addition to Spokane, as per plat recorded in Volume M of Plats, Page 5, Except the South 20 feet of Tracts 4, 5, 6, 7 and 9, as deed to Spokane County under Auditor's File Number 368057B; Situate in the County of Spokane, State of Washington.

do hereby grant, convey, establish and create a non-exclusive easement for drainage and utilities over, under, along and across the existing roadway within Tracts 7, 8 and 9 as legally described above.

Together with the right of ingress and egress for maintenance and repair.

Said easement is appurtenant to and for the benefit of the present and future owners of the following described properties:

Lots 74 through 148, Hayford Village II, a Master Condominium, as per Survey Map recorded under Auditor's File Number 5706296, in Book 9, Pages 92 and 93, records of Spokane County, Washington.

(Formerly known as Tracts 4, 5 and 6, Richland Addition to Spokane, as per plat recorded in Volume M of Plats, Page 5; Except the South 20 feet of Tracts 4, 5, 6, 7 and 9, as deed to Spokane County under Auditor's File Number 368057B; Situate in the County of Spokane, State of Washington.)

And together with;

Lots 74 through 148, Hayford Village II, a Condominium, as per Survey Map recorded under Auditor's File Number 5706298, in Book 9, Pages 94 and 95, records of Spokane County, Washington.

(Formerly known as Tracts 4, 5 and 6, Richland Addition to Spokane, as per plat recorded in Volume M of Plats, Page 5; Except the South 20 feet of Tracts 4, 5, 6, 7 and 9, as deed to Spokane County under Auditor's File Number 368057B; Situate in the County of Spokane, State of Washington.)



WHEN RECORDED, RETURN TO:

Hayford Village Company LLC
1429 Broadway
Everett, WA 98201

**ASSESSOR/RECORDER QUESTIONS RE:
DECLARATION/SURVEY SHOULD BE DIRECTED
TO:**

James C Middlebrooks, Attorney at Law
3050 Belmonte Lane, Everett WA 98201
425-252-2698 pete@jcmiddlebrooks.com

DOCUMENT TITLE(S):

**SECOND AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATIONS FOR HAYFORD VILLAGE II, A CONDOMINIUM**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: AF# 5706299; AF# 5706298; AF# 5906031

GRANTOR(S): (DECLARANT)

Hayford Village Company LLC

GRANTEE(S): (PROJECT NAME)

Hayford Village II, A Condominium

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

Section 7, Township 24N, Range 42E, W.M..

Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Additional legal is on Exhibit A of the document

NOTICE

*This document is recorded as a courtesy only by First
American Title Insurance Co. and is NOT a part of any
title commitment or policy of title insurance.*

**SECOND AMENDMENT TO DECLARATION OF
HAYFORD VILLAGE II, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this
8th day of December, 2011.

RECITALS

Whereas a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Spokane County Recording Nos. 5706299 AND 5906031; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 5706298; upon the real property more particularly described in said Declaration.

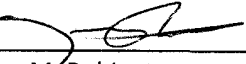
Whereas, it is desired to amend the Declaration to revise the land and Units in Phase 1 of the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **REVISION OF PHASE 1 AMENDMENT.** Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:
 - (a) Phase 1 of the Condominium shall consist of the land more particularly described as Phase 1 in Paragraph 1b of the Second Amended Exhibit A (and all Buildings, Units and Common Elements and Limited Common Elements located on said Phase 1 land);
 - (b) The Floor Location, Unit Description and Unit Square Footage for Units in Phase 1 are set forth in the Second Amended Exhibit B.
 - (c) The Allocated Interests appurtenant to all Units in Phase 1 which have been made a part of the Condominium shall be as set forth in the Second Amended Exhibit B.
2. **EFFECTIVE DATE.** This Amendment shall take effect upon recording.
3. **OTHER PROVISIONS.** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Hayford Village Company LLC

BY: 
Henry M. Robinett
ITS: Member

STATE OF WASHINGTON §
 §
COUNTY OF Snohomish §

On this 8th day of December, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry M. Robinett to me personally known (or proven on the basis of satisfactory evidence) to be a Member of liability company 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 the said instrument on behalf of said partnership.

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



Susan E. Root
NOTARY PUBLIC in and for the State of
Washington, residing in Arlington .
My commission expires: 7-30-14 .
Print Notary Name: Susan E. Root

**HAYFORD VILLAGE II, A CONDOMINIUM
SECOND AMENDED EXHIBIT A
TO THE DECLARATION**

**UPON THE RECORDING OF THE RECORDING OF THE FIRST AMENDMENT TO DECLARATION, THE LAND
IN PHASE 1 OF THE CONDOMINIUM IS BEING REVISED AS SET FORTH BELOW.**

1. **Description of Real Property included in Condominium:**
 - a. **Legal Description of All Possible Phases:**
UNITS 74 THROUGH 148, INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.
 - b. **Legal Description of Phase 1:**
UNITS 74, 76, 78, 79, 80, 93, 94, 98, 99, 101, 102, 131, 132, 145, 146, INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.
 - c. **Legal Description of Future Phases:**
THE LAND DESCRIBED FOR **ALL POSSIBLE PHASES, LESS THE LAND DESCRIBED PHASE 1**
2. **Description of any Real Property which may be allocated subsequently by the Declarant as Limited Common Elements (other than Limited Common Elements specified in Sections 4.1.2 and 4.1.4):** See Paragraph 1 above.
3. **Description of the Real Property to which any Development Right or Special Declarant Right applies:** See Paragraph 1 above.
4. **Moorage Slips:** None.
5. **Recreational Facilities:** None, except a picnic area, basketball hoop and open space.
6. **Parking.**
 - a. **Covered (carport), Uncovered (open) & Enclosed (garage) parking spaces [within boundary of Units]** Not yet determined
 - b. **Covered (carport), Uncovered (open) & Enclosed (garage) parking spaces [not within boundary of Units]** Not yet determined
7. **Tract F (Open Space Recreation Area & Garage).**
 - a. At the Declarant's election, the garage located on Tract F (Open Space Recreation Area) may be designated as a Common Element, a Limited Common Element for Unit 148, or for such other purpose as Declarant may determine.
 - b. At the Declarant's election, Tract F (Open Space Recreation Area) may be used for RV storage and similar purposes by the Condominium and/or other property near or adjacent to the Condominium.

HAYFORD VILLAGE II, A CONDOMINIUM									
2ND AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA - PHASE 1 (revised)									
Upon recording of this 2nd Amended Declaration, the Condominium will consist of the Phase 1 Units listed below. Additional Phases and Units will be added to the Condominium by subsequent Declaration Amendments.									
PURPOSE OF AMENDMENT									
1. The purpose of this amendment is to revise the Units in Phase 1 of the Condominium, by deleting some Units from Phase 1 (subject to the right to later such Units back into the Condominium) -- all as set forth below.									
a. UNITS BEING DELETED FROM PHASE 1 = 103, 104, 105, 133, 147									
b. UNITS NOW IN, AND TO REMAIN IN, PHASE 1 = 74, 76, 78, 79, 80, 93, 94, 98, 99, 101, 102, 131, 132, 145, 146									
UNIT DATA									
* NOTE 1: (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. CONSEQUENTLY: (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.									
UNIT SQUARE FOOTAGE AREA NOTES									
** NOTE 2: Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit									
ALLOCATED INTEREST NOTES									
*** NOTE 3: The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share.									
UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE surveyor's "as-built"				*** ALLOCATED INTEREST	
	# of Bathrms	# of Bdrms	# of FrPlcs	Unit Structure	Dwelling Portion	Garage	UNIT	Common Expense, Votes & Common Elements	
	See NOTES 1 & 2			See NOTES 1 & 2			Note 2	See Note 3	
PHASE 1 (REVISED)									
74	* & **	* & **	* & **	* & **	* & **	* & **	7,623	1/15	
76	* & **	* & **	* & **	* & **	* & **	* & **	7,796	1/15	
78	* & **	* & **	* & **	* & **	* & **	* & **	7,453	1/15	
79	* & **	* & **	* & **	* & **	* & **	* & **	10,953	1/15	
80	* & **	* & **	* & **	* & **	* & **	* & **	6,141	1/15	
93	* & **	* & **	* & **	* & **	* & **	* & **	5,511	1/15	
94	* & **	* & **	* & **	* & **	* & **	* & **	6,745	1/15	
98	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/15	
99	* & **	* & **	* & **	* & **	* & **	* & **	5,019	1/15	
101	* & **	* & **	* & **	* & **	* & **	* & **	5,567	1/15	
102	* & **	* & **	* & **	* & **	* & **	* & **	5,486	1/15	
131	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/15	
132	* & **	* & **	* & **	* & **	* & **	* & **	5,348	1/15	
145	* & **	* & **	* & **	* & **	* & **	* & **	5,292	1/15	
146	* & **	* & **	* & **	* & **	* & **	* & **	5,586	1/15	
PHASE 1 (REVISED) - Total Number of Units = 15								1	
Total Number of Units All Possible Phases = 75									

07/26/2012 12:21:07 PM

6112414

Recording Fee \$66.00 Page 1 of 5
Amendment STEWART, TITLE OF SPOKANE
Spokane County Washington



WHEN RECORDED, RETURN TO:

Boyden, Robinett & Associates LP
1429 Broadway
Everett, WA 98201

**ASSESSOR/RECORDER QUESTIONS RE:
DECLARATION/SURVEY SHOULD BE DIRECTED
TO:**

James C Middlebrooks, Attorney at Law
3050 Belmonte Lane, Everett WA 98201
425-252-2698 pete@jcmiddlebrooks.com

DOCUMENT TITLE(s):

STW 0712-008

**THIRD AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR HAYFORD VILLAGE II, A CONDOMINIUM**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: AF# 5706299; AF# 5706298; AF# 5906031;
6053197

GRANTOR(s): (DECLARANT)

Boyden, Robinett & Associates LP

GRANTEE(s): (PROJECT NAME)

Hayford Village II, A Condominium

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

Section 7, Township 24N, Range 42E, W.M..

Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Additional legal is on Exhibit A of the document

COURTESY RECORDING ONLY
NO LIABILITY FOR VALIDITY
AND/OR ACCURACY ASSUMED
BY STEWART TITLE

**THIRD AMENDMENT TO DECLARATION OF
HAYFORD VILLAGE II, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this
25th day of July, 2012.

RECITALS

Whereas a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Spokane County Recording Nos. 5706299, 5906031 and 6053197; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 5706298; upon the real property more particularly described in said Declaration.

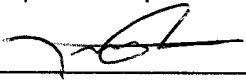
Whereas, it is desired to amend the Declaration to add land and Units in the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **UNITS ADDED TO CONDOMINIUM.** Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:
 - (a) Upon the recording of this Amendment, the Condominium shall consist of the land more particularly described in Paragraph 1b of the Third Amended Exhibit A (and all Buildings, Units and Common Elements and Limited Common Elements located on said land);
 - (b) The Floor Location, Unit Description and Unit Square Footage for Units in the Condominium are set forth in the Third Amended Exhibit B.
 - (c) The Allocated Interests appurtenant to all Units which have been made a part of the Condominium shall be as set forth in the Third Amended Exhibit B.
2. **EFFECTIVE DATE.** This Amendment shall take effect upon recording.
3. **OTHER PROVISIONS.** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

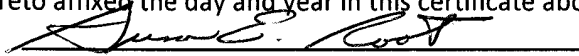
DECLARANT: Boyden, Robinett & Associates LP
a limited partnership

BY: 
Henry M. Robinett
ITS: General Partner

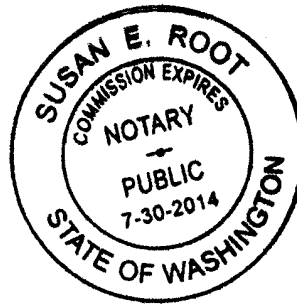
STATE OF WASHINGTON §
 §
COUNTY OF Snohomish §

On this 25th day of July, 20¹², before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry M. Robinett to me personally known (or proven on the basis of satisfactory evidence) to be the General Partner of Boyden, Robinett & Associates LP (a limited partnership) that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said partnership.

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



NOTARY PUBLIC in and for the State of
Washington, residing in Arlington
My commission expires: 7-30-14
Print Notary Name: Susan E. Root



**HAYFORD VILLAGE II, A CONDOMINIUM
THIRD AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

a. Legal Description of All Possible Phases:

UNITS 74 THROUGH 148, INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

b. Legal Description of Land in the Condominium:

UNITS 74, 76, 78, 79, 80, 93, 94, 98, 99, 101, 102, 131, 132, 145, 146, and 135 INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

c. Legal Description of Future Phases:

THE LAND DESCRIBED FOR **ALL POSSIBLE PHASES, LESS THE LAND DESCRIBED Paragraph 1b.**

HAYFORD VILLAGE II, A CONDOMINIUM								
3rd AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA - PHASE 1 (revised)								
Upon recording of this 3rd Amended Declaration, the Condominium will consist of the Units listed below. Additional Phases and Units will be added to the Condominium by subsequent Declaration Amendments.								
UNIT DATA								
<p>* NOTE 1: (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. CONSEQUENTLY: (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.</p>								
UNIT SQUARE FOOTAGE AREA NOTES								
** NOTE 2: Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit								
ALLOCATED INTEREST NOTES								
*** NOTE 3: The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share.								
UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE surveyor's "as-built"				*** ALLOCATED INTEREST Common Expense, Votes & Common Elements
	# of Bathrms	# of Bdrms	# of FrPlcs	Unit Structure	Dwelling Portion	Garage	UNIT	
	See NOTES 1 & 2			See NOTES 1 & 2			Note 2	
74	* & **	* & **	* & **	* & **	* & **	* & **	7,623	1/16
76	* & **	* & **	* & **	* & **	* & **	* & **	7,796	1/16
78	* & **	* & **	* & **	* & **	* & **	* & **	7,453	1/16
79	* & **	* & **	* & **	* & **	* & **	* & **	10,953	1/16
80	* & **	* & **	* & **	* & **	* & **	* & **	6,141	1/16
93	* & **	* & **	* & **	* & **	* & **	* & **	5,511	1/16
94	* & **	* & **	* & **	* & **	* & **	* & **	6,745	1/16
98	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/16
99	* & **	* & **	* & **	* & **	* & **	* & **	5,019	1/16
101	* & **	* & **	* & **	* & **	* & **	* & **	5,567	1/16
102	* & **	* & **	* & **	* & **	* & **	* & **	5,486	1/16
131	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/16
132	* & **	* & **	* & **	* & **	* & **	* & **	5,348	1/16
145	* & **	* & **	* & **	* & **	* & **	* & **	5,292	1/16
146	* & **	* & **	* & **	* & **	* & **	* & **	5,586	1/16
135	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/16
Total Number of Units = 16								1
Total Number of Units All Possible Phases = 75								

AFTER RECORDING MAIL TO:

Name Boyden, Robinett & Associates LP
Address 1429 Broadway
City/State Everett, WA 98201

Document Title(s):

1. Fourth Amednment to the Declaration and Covenants, Conditions, Restrictions and Reservations for Hayford Village II, a Condominium

Reference Number(s) of Documents Assigned or released:

5706299; 5706298; 5906031; 6053197; 6112414

Grantor(s):

1. Boyden, Robinett & Associates LP
- 2.

[] Additional information on page of document

Grantee(s):

1. Hayford Village II, A Condominium
- 2.

[] Additional information on page of document

Abbreviated Legal Description:

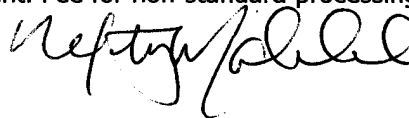
Units 74 through 148, inclusive, of Hayford Village II Master Condominium Community

Tax Parcel Number(s):

24073.2101 through 24073.2175, inclusive

[] Complete legal description is on page of document

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Fee for non-standard processing is \$50.



R. E. Excise Tax Exempt

Date 8-9 2013

Spokane County Treas.

By C UR

WHEN RECORDED, RETURN TO:

Boyden, Robinett & Associates LP
1429 Broadway
Everett, WA 98201

**ASSESSOR/RECORDER QUESTIONS RE:
DECLARATION/SURVEY SHOULD BE DIRECTED
TO:**

James C Middlebrooks, Attorney at Law
3050 Belmonte Lane, Everett WA 98201
425-252-2698 pete@jcmiddlebrooks.com

DOCUMENT TITLE(S):

**FOURTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATIONS FOR HAYFORD VILLAGE II, A CONDOMINIUM**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: AF# 5706299; AF# 5706298; AF# 5906031;
AF # 6053197; AF # 6112414

GRANTOR(S): (DECLARANT)

Boyden, Robinett & Associates LP

GRANTEE(S): (PROJECT NAME)

Hayford Village II, A Condominium

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

Section 7, Township 24N, Range 42E, W.M..

Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Additional legal is on Exhibit A of the document

**FOURTH AMENDMENT TO DECLARATION OF
HAYFORD VILLAGE II, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this
5th day of August, ~~2012~~ 2013.

RECITALS

Whereas a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Spokane County Recording Nos. 5706299, 5906031, 6053197 and 6112414; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 5706298; upon the real property more particularly described in said Declaration.

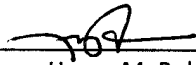
Whereas, it is desired to amend the Declaration to add land and Units in the Condominium.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **UNITS ADDED TO AND REMOVED FROM CONDOMINIUM.** Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:
 - (a) **Purpose.** The purpose of this Fourth Amendment is:
 - (1) **Add to Condominium.** To add certain Units (that is, Units 75, 89, 95, 103, 115, 133, 139 and 143) to the Condominium; and
 - (2) **Remove from Condominium.** To remove certain Units (that is, Units 93, 94, 101 and 146) from the Condominium.
 - (b) **Fourth Amended Exhibit A.** Upon the recording of this Amendment, the Condominium shall consist of the land more particularly described in Paragraph 1b of the Fourth Amended Exhibit A (and all Buildings, Units and Common Elements and Limited Common Elements located on said land);
 - (b) **Fourth Amended Exhibit B.** The Floor Location, Unit Description and Unit Square Footage for Units in the Condominium are set forth in the Fourth Amended Exhibit B.
 - (c) **Allocated Interests.** The Allocated Interests appurtenant to all Units which have been made a part of the Condominium shall be as set forth in the Fourth Amended Exhibit B.
2. **EFFECTIVE DATE.** This Amendment shall take effect upon recording.
3. **OTHER PROVISIONS.** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Boyden, Robinett & Associates LP
a limited partnership

BY: 
Henry M. Robinett

ITS: General Partner

STATE OF WASHINGTON

§

§

COUNTY OF

§

On this 5th day of August, 2013 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry M. Robinett to me personally known (or proven on the basis of satisfactory evidence) to be the General Partner of Boyden, Robinett & Associates LP (a limited partnership) that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said partnership.

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

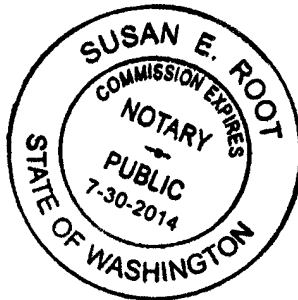
Susan E. Root

NOTARY PUBLIC in and for the State of

Washington, residing in Bellevue

My commission expires: 7-30-14

Print Notary Name: Susan E. Root



**HAYFORD VILLAGE II, A CONDOMINIUM
FOURTH AMENDED EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

a. Legal Description of All Possible Phases:

UNITS 74 THROUGH 148, INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

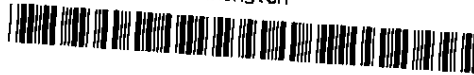
b. Legal Description of Land in the Condominium:

UNITS 74,75,76,78,79,80,89,95,98,99,102,103,115,131,132,133,135,139,143 and 145 INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

c. Legal Description of Future Phases:

THE LAND DESCRIBED FOR **ALL POSSIBLE PHASES**, LESS THE LAND DESCRIBED **Paragraph 1b**.

HAYFORD VILLAGE II, A CONDOMINIUM								
FOURTH AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA - PHASE 1 (revised)								
Upon recording of this Fourth Amended Declaration, the Condominium will consist of the Units listed below. Additional Phases and Units will be added to the Condominium by subsequent Declaration Amendments.								
UNIT DATA								
<p>* NOTE 1: (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. CONSEQUENTLY: (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.</p>								
UNIT SQUARE FOOTAGE AREA NOTES								
** NOTE 2: Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit								
ALLOCATED INTEREST NOTES								
*** NOTE 3: The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share.								
UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE surveyor's "as-built"				*** ALLOCATED INTEREST
	# of Bathrms	# of Bdrms	# of FrPlcs	Unit Structure Total	Dwelling Portion	Garage	UNIT	Common Expense, Votes & Common Elements
	See NOTES 1 & 2			See NOTES 1 & 2			Note 2	See Note 3
74	* & **	* & **	* & **	* & **	* & **	* & **	7,623	1/20
75	* & **	* & **	* & **	* & **	* & **	* & **	7,694	1/20
76	* & **	* & **	* & **	* & **	* & **	* & **	7,796	1/20
78	* & **	* & **	* & **	* & **	* & **	* & **	7,453	1/20
79	* & **	* & **	* & **	* & **	* & **	* & **	10,953	1/20
80	* & **	* & **	* & **	* & **	* & **	* & **	6,141	1/20
89	* & **	* & **	* & **	* & **	* & **	* & **	5,073	1/20
95	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/20
98	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/20
99	* & **	* & **	* & **	* & **	* & **	* & **	5,019	1/20
102	* & **	* & **	* & **	* & **	* & **	* & **	5,486	1/20
103	* & **	* & **	* & **	* & **	* & **	* & **	5,312	1/20
115	* & **	* & **	* & **	* & **	* & **	* & **	4,326	1/20
131	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/20
132	* & **	* & **	* & **	* & **	* & **	* & **	5,348	1/20
133	* & **	* & **	* & **	* & **	* & **	* & **	7,764	1/20
135	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/20
139	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/20
143	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/20
145	* & **	* & **	* & **	* & **	* & **	* & **	5,292	1/20
Total Number of Units equals				20				1
Total Number of Units All Possible Phases = 75								



WHEN RECORDED, RETURN TO:

Boyden, Robinett & Associates LP
1429 Broadway
Everett, WA 98201

**ASSESSOR/RECORDER QUESTIONS RE:
DECLARATION/SURVEY SHOULD BE
DIRECTED TO:**

James C Middlebrooks, Attorney at Law
3050 Belmonte Lane, Everett WA 98201
425-252-2698 pete@jcmiddlebrooks.com

SM196458 *

DOCUMENT TITLE(S):

**FIFTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS FOR HAYFORD VILLAGE II, A CONDOMINIUM**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: AF# 5706299

GRANTOR(S):

Boyden, Robinett & Associates LP

GRANTEE(S): (PROJECT NAME)

Hayford Village II, A Condominium

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

Section 7, Township 24N, Range 42E, W.M.. SW 1/4
Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

24073.2101 through 24073.2175, inclusive

Additional legal is on Exhibit A of the document

**FIFTH AMENDMENT TO DECLARATION OF
HAYFORD VILLAGE II, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 17th day of April, 2015.

RECITALS

Whereas a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Spokane County Recording Nos. 5706299, 5906031, 6053197, 6112414, and 6237556; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 5706298; upon the real property more particularly described in said Declaration.

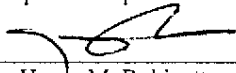
Whereas, it is desired to amend the Declaration to comply with certain requirements of Federal Housing Administration.

Now, therefore, to accomplish the foregoing purposes, Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1. **HOTEL; TRANSIENT HOUSING.** The Declaration is amended by adding the following Section 11.18:
11.18 **No Transient Purposes.** No Unit Owner shall be permitted to Lease his Unit for hotel or transient purposes which shall be defined as Renting for any period less than thirty (30) days.
2. **UNITS ADDED TO AND REMOVED FROM CONDOMINIUM.** Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:
 - (a) **Purpose.** The purpose of this Fifth Amendment is:
 - (1) **Add to Condominium.** To add eight (8) Units (that is, Units 77, 94, 104, 107, 108, 109, 110, and 141) to the Condominium; and
 - (2) **Remove from Condominium.** To remove three (3) certain Units (that is, Units 111, 115 and 121) from the Condominium.
 - (b) **Fifth Amended Exhibit A.** Upon the recording of this Amendment, the Condominium shall consist of the land more particularly described in Paragraph 1b of the Fifth Amended Exhibit A (and all Buildings, Units and Common Elements and Limited Common Elements located on said land);
 - (b) **Fifth Amended Exhibit B.** The Floor Location, Unit Description and Unit Square Footage for Units in the Condominium are set forth in the Fifth Amended Exhibit B.
 - (c) **Allocated Interests.** The Allocated Interests appurtenant to all Units which have been made a part of the Condominium shall be as set forth in the Fifth Amended Exhibit B.
3. **EFFECTIVE DATE.** This Amendment shall take effect upon recording.
4. **OTHER PROVISIONS.** Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Boyden, Robinett & Associates LP
a limited partnership

BY: 
Henry M. Robinett
ITS: General Partner

STATE OF WASHINGTON

§

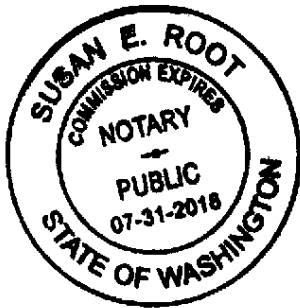
COUNTY OF Snohomish

§

§

On this 17th day of April, 2015 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry M. Robinett to me personally known (or proven on the basis of satisfactory evidence) to be the General Partner of Boyden, Robinett & Associates LP (a limited partnership) that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said partnership.

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



Susan E. Root
NOTARY PUBLIC in and for the State of

Washington, residing in Arlington

My commission expires: 7-31-18

Print Notary Name: Susan E. Root

**HAYFORD VILLAGE II, A CONDOMINIUM
FIFTH AMENDED EXHIBIT A
TO THE DECLARATION**

1. **Description of Real Property included in Condominium:**

a. **Legal Description of All Possible Phases:**

UNITS 74 THROUGH 148, INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

b. **Legal Description of Land in the Condominium:**

UNITS 74, 75, 76, 77, 78, 79, 80, 89, 94, 95, 98, 99, 102, 103, 104, 107, 108, 109, 110, 131, 132, 133, 135, 141 AND 145 INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

c. **Legal Description of Future Phases:**

THE LAND DESCRIBED FOR **ALL POSSIBLE PHASES, LESS THE LAND DESCRIBED Paragraph 1b.**

HAYFORD VILLAGE II, A CONDOMINIUM FIFTH AMENDED DECLARATION EXHIBIT B - BUILDING/UNIT DATA - PHASE 1 (revised) Upon recording of this Fourth Amended Declaration, the Condominium will consist of the Units listed below. Additional Phases and Units will be added to the Condominium by subsequent Declaration Amendments.								
UNIT DATA								
* NOTE 1: (a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. CONSEQUENTLY: (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.								
UNIT SQUARE FOOTAGE AREA NOTES								
** NOTE 2: Square footage of Unit will be based on a survey. This is not the area of a dwelling structure within a Unit								
ALLOCATED INTEREST NOTES								
*** NOTE 3: The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share.								
UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE surveyor's "as-built"				*** ALLOCATED INTEREST
	# of Bathrms	# of Bdrms	# of FrPlcs	Unit Structure	Dwelling Portion	Garage	UNIT	Common Expense, Votes & Common Elements
	See NOTES 1 & 2			See NOTES 1 & 2			Note 2	See Note 3
74	* & **	* & **	* & **	* & **	* & **	* & **	7,623	1/25
75	* & **	* & **	* & **	* & **	* & **	* & **	7,694	1/25
76	* & **	* & **	* & **	* & **	* & **	* & **	7,796	1/25
77	* & **	* & **	* & **	* & **	* & **	* & **	8,253	1/25
78	* & **	* & **	* & **	* & **	* & **	* & **	7,453	1/25
79	* & **	* & **	* & **	* & **	* & **	* & **	10,953	1/25
80	* & **	* & **	* & **	* & **	* & **	* & **	6,141	1/25
89	* & **	* & **	* & **	* & **	* & **	* & **	5,073	1/25
94	* & **	* & **	* & **	* & **	* & **	* & **	6,745	1/25
95	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/25
98	* & **	* & **	* & **	* & **	* & **	* & **	5,280	1/25
99	* & **	* & **	* & **	* & **	* & **	* & **	5,019	1/25
102	* & **	* & **	* & **	* & **	* & **	* & **	5,486	1/25
103	* & **	* & **	* & **	* & **	* & **	* & **	5,312	1/25
104	* & **	* & **	* & **	* & **	* & **	* & **	5,320	1/25
107	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/25
108	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/25
109	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/25
110	* & **	* & **	* & **	* & **	* & **	* & **	4,663	1/25
131	* & **	* & **	* & **	* & **	* & **	* & **	4,762	1/25

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE surveyor's "as-built"				*** ALLOCATED INTEREST
	# of	# of	# of	Unit	Dwelling	Garage	UNIT	Common Expense, Votes & Common Elements
	Bathrms	Bdrms	FrPlcs	Structure	Portion			
	See NOTES 1 & 2			See NOTES 1 & 2			Note 2	
132	* & **	* & **	* & **	* & **	* & **	* & **	5,348	1/25
133	* & **	* & **	* & **	* & **	* & **	* & **	7,764	1/25
135	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/25
141	* & **	* & **	* & **	* & **	* & **	* & **	5,200	1/25
145	* & **	* & **	* & **	* & **	* & **	* & **	5,292	1/25
Total Number of Units equal 25								1
Total Number of Units All Possible Phases = 75								

07/03/2017 12:04:38 PM

6617881

Recording Fee \$76.00 Page 1 of 4

Manufactured Home Title INLAND, PROFESSIONAL TITLE
Spokane County Washington

RETURN RECORDED DOCUMENT TO:

Inland Professional Title
25 W Cataldo #B
Spokane WA 99201
81247 CD

**Manufactured Home
Application**

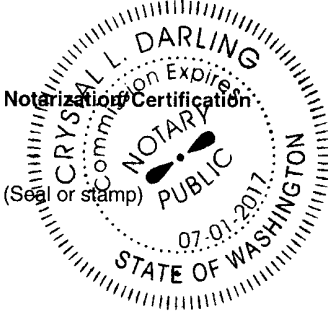
For full instructions on completing this form, see **Manufactured Home
Application Instructions**, form TD-420-730. 81247-4

Please check one:

- ☒ Title Elimination
☐ Transfer in Location
☐ Removal from Real Property

1 Manufactured Home				
Title purpose only (TPO)/Plate no.	Year	Make	Length/Width (feet)	Vehicle identification no. (VIN)
	2015	Marlette	60 X 27	HER 029560OR-AB
2 Land				
Manufactured home will be <input checked="" type="checkbox"/> Affixed <input type="checkbox"/> Removed		Real property 24073.6100 aka the new parcel number (for tax purposes only) Tax parcel no. 24073.215 Legal description on page 2		
Lot	Block	Plat name or Section/Township/Range		Quarter/Quarter section
Unit 108		Hayford Village II, Condos		
3 Grantor(s) Registered/Legal Owner(s) – Additional names on page				
County no.	No. registered owners	No. legal owners	Grantee name (if applicable)	
Name of registered owner			Washington driver license or UBI no.	
Travis Girak				
Name of additional registered owner			Washington driver license or UBI no.	
Amy Girak				
Address (Address, City, State, ZIP code)				
10510 W. Richland Ln #108 Cheney WA 99004				
Name of legal owner			Washington driver license or UBI no.	
Umpqua Bank				
Name of additional legal owner			Washington driver license or UBI no.	
Address (Address, City State, ZIP code)				
6610 SW Cardinal Lane #100 Tigard OR 97224				
I certify under penalty of perjury under the laws of the state of Washington that I am/we are the registered owner(s) of this manufactured home and the foregoing information is true and correct.				
Date and place (city or county) signed		Registered owner signature		Title, if signing for a business
5/26/17 Spokane		X [Signature]		
Date and place (city or county) signed		Registered owner signature		Title, if signing for a business
5/26/17 Spokane		X [Signature]		
Notarization/Certification				
State of		County of		
WA		Spokane		
Signed or attested before me on		5/26/17		
by		Travis Girak		
Print registered owner name		Amy Girak		
Crystal Darling		X [Signature]		
Notary printed or stamped name		Notary signature		
Notary		5/1/17		
Title		Dealer/county office number or notary expiration		

Manufactured home TPO/Plate number (from Section 1) _____

4 Title Company Certification		
PRINT or TYPE Name of person signing	Title company name	
Position	(Area code) Telephone no.	
<p>I certify that the legal description of the land and ownership is true and correct according to the real property records.</p> <p style="text-align: center;">X</p> <p style="text-align: center;">Signature _____ Date _____</p>		
5 Building Permit Office Certification		
<p>I certify that</p> <p><input checked="" type="checkbox"/> the manufactured home has been affixed to the real property as described.</p> <p><input type="checkbox"/> a building permit has been issued for this purpose and the attachment will be inspected upon completion.</p>		
PRINT or TYPE Name of person signing	Building permit office	Building permit no.
Dawn Dompier	Spokane CO	B1501848
Position Proj. COOR		(Area code) Telephone no. 509-477-7206
<p>X <u>Dawn Dompier</u></p> <p>Signature _____ Date 7-3-17</p>		
6 Signature of Legal Owner(s)		
Signature of legal owner indicates consent for Elimination of Title or Removal from real property.		
<p>X <u>Emily Stewart, agent</u></p> <p>Legal owner signature _____ Title, if signing for a business _____</p> <p>X</p> <p>Legal owner signature _____ Title, if signing for a business _____</p>		
	State of <u>WA</u> , County of <u>Spokane</u>	
	Signed or attested before me on <u>6/15/17</u>	
	by <u>Emily Stewart, agent</u>	by _____
	Print legal owner name <u>Crystal Darling</u>	Print legal owner name <u>[Signature]</u>
	Notary printed or stamped name <u>Crystal Darling</u>	Notary signature <u>[Signature]</u>
Title _____	Dealer/county office number or notary expiration <u>7/1/17</u>	
7 Land Description		
<p>Legal description of land</p> <p>Unit 108 of Hayford Village II, a Condominium, Recorded in Volume 9 of Condominiums, page 92-95 according to the declarations thereof recorded under Spokane auditor # 5706297 through 5706299 and any amendments thereto</p> <p>In the City of Cheney, County of Spokane, State of Washington.</p>		

Manufactured home TPO/Plate number (from Section 1) _____

8 Dealer Report of Sale – Selling dealer complete this section					
PRINT or TYPE Dealer name DCI Home Brokers				Washington dealer no. 4726	
Date of sale 5/26/17		Purchase price 71,950.00		Tax jurisdiction/Tax rate 8.7%	
<input type="checkbox"/> Sales Tax Exempt – Sale to a Certified Tribal member on the reservation (attach notarized statement of delivery).					
I certify under penalty of perjury under the laws of the state of Washington that this information is correct. The manufactured home is clear of encumbrances except as shown. Any required sales tax has been collected.					
Date and place (city or county) signed 6/19/17 Spokane				Dealer authorized signature [Signature]	
9 County Auditor/Agent Licensing Office Approval (not for use by subagents)					
PRINT or TYPE Name Kirsty Chappell				County office/VFS operator no. 320103	
I certify that the above application appears to be completed correctly, and the applicant has sufficient documentation to proceed with the recording of this form.					
Signature [Signature]				Date 7/3/17	
10 Title Fees					
Filing fee	Application	Mobile home fee	Elimination fee	Use tax	Subagent fees
					Total fees and tax

Anyone who knowingly makes a false statement of a material fact is guilty of a felony, and upon conviction may be punished by a fine, imprisonment, or both. RCW 46.12.750

EXHIBIT A

UNIT 108 OF HAYFORD VILLAGE II, A CONDOMINIUM, RECORDED IN VOLUME 9 OF CONDOMINIUMS PAGES 92 THROUGH 95, ACCORDING TO THE DECLARATIONS THEREOF RECORDED UNDER SPOKANE COUNTY RECORDING NUMBERS 5706297 AND 5706299 AND ANY AMENDMENTS THERE TO;

SITUATE IN THE CITY OF CHENEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.



RETURN NAME and ADDRESS

DAVID CLARKE / HAYFORD VILLAGE LLC

10510 W RICHLAND ROAD UNIT #1

CHENEY WA 99004

AUDITOR'S NOTE:
Document Recorded
Is A Copy

Please Type or Print Neatly and Clearly All Information

Document Title(s)

NOTICE OF MOBILE HOME PARK CLOSURE

Reference Number(s) of Related Documents

Grantor(s) (Last Name, First Name, Middle Initial)

HAYFORD, VILLAGE LLC

Grantee(s) (Last Name, First Name, Middle Initial)

HAYFORD, VILLAGE II

Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

RICHLAND ADDITION TO MEADOW LAKE TRACTS 4 - 6

Assessor's Tax Parcel ID Number 24073.6000 SEE ATTACHED

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

After Recording Mail to:
David Clarke
HAYFORD VILLAGE LLC
10510 W. Richland Rd.
Unit # 1
Cheney, WA 99004

**NOTICE OF MOBILE HOME PARK CLOSURE
PURSUANT TO RCW 59.20.080 AND RCW 59.21.030**

Grantor: Hayford Village LLC, a Washington limited liability company
Grantee: Hayford Village II, Master Condominium
Legal Description (abbreviated):
Complete Legal is on Exhibit "A" of Document.
Assessor's Tax Parcel Nos.: 24073.6000 (original),
24073.2127, 24073.2169, 24073.2173 (effected parcels
of condominium)

Notice is hereby given to the public and to all tenants of the mobile home park owned by Hayford Village, LLC and known as Hayford Village II, Master Condominium in Spokane County, Washington, the legal description of which is attached hereto as Exhibit A. The mobile home park designated on the above described property shall be closed and all tenancies of mobile home park tenants shall terminate as of that date unless otherwise extended or terminated in accordance with RCW 59.20. The reason for the closure is that the real property described above has been previously condominiumized into individual airspace condominium units, and the owner is discontinuing the leasing of these spaces. The tenants who elected not to purchase an airspace unit in which *their manufactured home is located previously now* shall have the right to either purchase the condominium unit or at the discretion of the owner, shall have the right to continue to lease the premises if they elect not to purchase. However the owner reserves the right subject to this notice to terminate the tenancy as to any owners of mobile home spaces who elect not to purchase at the expiration of the above referenced one year period.

This notice is being given pursuant and in accordance with RCW 59.20.080 and RCW 59.21.030.

Hayford Village, LLC, a Washington limited liability company

By: David Clarke

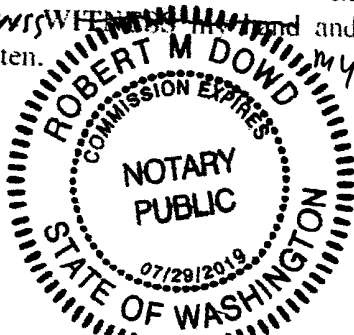
David Clarke, Manager

STATE OF WASHINGTON)

COUNTY OF PIERCE)

On this 30TH day of JUNE, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Clarke, to me known to be the Manager of Hayford Village, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESSETH my hand and official seal hereto affixed the day and year first above written.



Robert M. Dowd

Printed Name: ROBERT M. DOWD

NOTARY PUBLIC in and for the State of WASHINGTON

Washington, residing at 62329th St. Cl. East, Roy, WA 98580

My commission expires: 7-29-2019

Schedule A

Legal Description of Hayford Village II Master Condominium

TRACTS 4, 5 AND 6 OF RICHLAND ADDITION TO MEADOW LAKE, AS PER PLAT
THEREOF RECORDED IN VOLUME "M" OF PLATS, PAGE 5;

EXCEPT THE SOUTH 20 FEET OF TRACTS 4, 5 AND 6 AS DEEDED TO SPOKANE
COUNTY UNDER AUDITOR'S FILE NO. 3680758;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.



WHEN RECORDED, RETURN TO

Hayford Village LLC
10510 W. Richland Rd., Unit #1
Cheney, WA 99004

**SIXTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS FOR HAYFORD VILLAGE II, A CONDOMINIUM**

REFERENCE NUMBER OF DOCUMENTS ASSIGNED OR RELEASED: AF# 5706299

GRANTOR(S):

Hayford Village LLC

GRANTEE(S):

Hayford Village II, A condominium

LEGAL DESCRIPTION(SECTION, TOWNSHIP, RANGE)

Section 7, Township 24N. Range 42E. W.M. SW 1/4
Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER

24073.2101 through 24073.2175, inclusive
Additional legal is on Exhibit A of the document

SIXTH AMENDMENT TO THE
DECLARATION OF HAYFORD
VILLAGE II, A CONDOMINIUM

THIS AMENDMENT to the Declaration of the above named Condominium is made as of
this 24th day of August, 2017.

RECITALS

Whereas a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Spokane County Recording Nos. 5706299, 5906031, 6053197, 6112414, 6237556, and 6289996; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 5706298; upon the real property more particularly described in said Declaration.

Whereas, it is desired to amend the Declaration to comply with certain requirements of Federal Housing Administration:

Now, therefore, to accomplish the foregoing purposes Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1 UNITS ADDED TO CONDOMINIUM. Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:

(a) Purpose. The purpose of this Sixth Amendment:

(1) Units Added to Condominium. To add thirty-five (35) Units (that is, units 97, 100, 101, 105, 106, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 136, 137, 138, 139, 140, 142, 143, 144, 146 and 148) to the Condominium; these units represent Phase 2, and

(b) Sixth Amended Exhibit A. Upon the recording of this Amendment, the Condominium shall consist of the land more particularly described in Paragraph 1b of the Sixth Amended Exhibit A (and all Buildings, Units and Common Elements and Limited Common Elements located on said land);

(b) Sixth Amended Exhibit B. The Floor Location, Unit Description and Unit Square Footage for Units in the Condominium are set forth in the Sixth Amended Exhibit B.

(c) Allocated interests. The Allocated Interests appurtenant to all Units which have been made a part of the Condominium shall be as set forth in the Sixth Amended Exhibit B.

2. EFFECTIVE DATE This Amendment shall take effect upon recording.

3. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Hayford Village LLC

BY: 

David Clarke

ITS: General Manager

STATE OF WASHINGTON

COUNTY Of Thurston

On this 24th day of August, 2017 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Clarke to me personally known (or proven on the basis of satisfactory evidence) to be the General Manager of Hayford Village LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument on behalf of said Corporation.

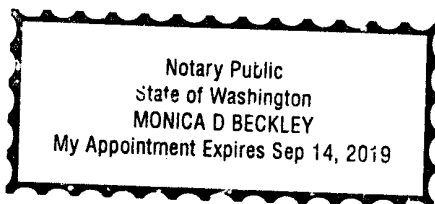
WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of

Washington, residing in Thurston City

My commission expires: Sept 14, 2019

Print Notary Name: Monica D Beckley



HAYFORD VILLAGE II, A CONDOMINIUM
SIXTH AMENDED EXHIBIT A
TO THE DECLARATION

1. Description of Real Property included in Condominium:

a. Legal Description of All Possible Phases:

UNITS 74 THROUGH 148, INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO, 5706296.

b. Legal Description of Land in the Condominium: (Phase 1):

UNITS 74, 75, 76, 77, 78, 79, 80, 89, 94, 95, 98, 99, 102, 103, 104, 107, 108, 109, 110, 131, 132, 133, 135, 141, AND 145 INCLUSIVE. OF HAYFORD VILLAGE II MASTER CONDOMINIUM, ACCORDING TO THE DECLARATION RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO, 5706296.

c. Legal Description of Land in the Condominium: (Phase 2):

UNITS 97, 100, 101, 105, 106, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 136, 137, 138, 139, 140, 142, 143, 144, 146 and 148 INCLUSIVE OF HAYFORD VILLAGE II MASTER CONDOMINIUM, ACCORDING TO THE DECLARATION RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO, 5706296.

d. Legal Description of Future Phases:

THE LAND DESCRIBED FOR ALL POSSIBLE PHASES, LESS THE LAND DESCRIBED Paragraphs 1b, and 1c

[illegible]

[illegible]

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE surveyor's "as-built"				***ALLOCATED INTEREST
	# of Bathrms	# of Bedrms	# of FrPlcs	Unit Structure	Dwelling Portion	Garage	UNIT	Common Expense, Votes & Common Elements
	See NOTES 1 & 2			See NOTES 1&2			Note 2	See Note 3
126	* & **	* & **	* & **	* & **	* & **	* & **	4,663	V60
127	* & **	* & **	* & **	* & **	* & **	* & **	4,762	V60
128	* & **	* & **	* & **	* & **	* & **	* & **	4,762	V60
129	* & **	* & **	* & **	* & **	* & **	* & **	4,762	V60
130	* & **	* & **	* & **	* & **	* & **	* & **	4,762	V60
136	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V60
137	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V60
138	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V60
139	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V60
140	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V60
142	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V60
143	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V60
144	* & **	* & **	* & **	* & **	* & **	* & **	5,202	V60
146	* & **	* & **	* & **	* & **	* & **	* & **	5,586	V60
148	* & **	* & **	* & **	* & **	* & **	* & **	7,500	V60

Total Number of Units - Phase 2	35	35/60
Total Number of Units - Phase 1 and 2	62	60/60
Total Number of Units in all Possible Phases	75	

02/21/2018 01:53:45 PM

6683621

Recording Fee \$81.00 Page 1 of 8
Amendment HAYFORD VILLAGE LLC
Spokane County Washington



DECLARATION/SURVEY

RECORDER QUESTIONS DIRECTED TO:

Hayford Village LLC
10510 W. Richland Rd., Unit #1
Cheney, WA 99004

WHEN RECORDED RETURN TO:

Hayford Village LLC
10510 W. Richland Rd., Unit #1
Cheney, WA 99004

DOCUMENT TITLE(S):

SM196458 *

SEVENTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS FOR HAYFORD VILLAGE II, A CONDOMINIUM

REFERENCE NUMBER OF DOCUMENTS ASSIGNED OR RELEASED: A F# 5706299

GRANTOR(S):

Hayford Village LLC

GRANTEE(S):

Hayford Village II, A condominium

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

Section 7, Township 24N, Range 42E, W.M. SW 1/4
Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER

24073.2101 through 24073.2175, inclusive
Additional legal is on Exhibit A of the document

HAYFORD VILLAGE II, A CONDOMINIUM
SEVENTH AMENDED
EXHIBIT A TO THE
DECLARATION

1. Description of Real Property included in Condominium:

a. Legal Description of All Possible Phases:

UNITS 74 THROUGH 148, INCLUSIVE, OF HAYFORD VILLAGE II MASTER CONDOMINIUM COMMUNITY, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

b. Legal Description of Land in the Condominium: (Phase 1):

UNITS 74, 75, 76, 77, 78, 79, 80, 89, 94, 95, 98, 99, 102, 103, 104, 107, 108, 109, 110, 131, 132, 133, 135, 141, AND 145 INCLUSIVE. OF HAYFORD VILLAGE 11 MASTER CONDOMINIUM, ACCORDING TO THE DECLARATION RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

c. Legal Description of Land in the Condominium: (Phase 2):

UNITS 97, 100, 101, 105, 106, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 136, 137, 138, 139, 140, 142, 143, 144, 146 and 148 INCLUSIVE OF HAYFORD VILLAGE 11 MASTER CONDOMINIUM, ACCORDING TO THE DECLARATION RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

d. Legal Description of Land in the Condominium: (Phase 3):

UNITS 81, 82, 83, 84, 85, 86, 87, 88, 90, 91, 92, 93, 96, 134 and 147 INCLUSIVE OF HAYFORD VILLAGE 11 MASTER CONDOMINIUM, ACCORDING TO THE DECLARATION RECORDED UNDER SPOKANE COUNTY AUDITOR'S FILE NO. 5706297 AND SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NO. 5706296.

e. Legal Description of Future Phases:

THE LAND DESCRIBED FOR ALL POSSIBLE PHASES, LESS THE LAND DESCRIBED Paragraphs 1b, 1c, and 1d above.

HAYFORD VILLAGE II, A CONDOMINIUM

SEVENTH AMENDED DECLARATION - EXHIBIT B BUILDING/UNIT DATA - PHASE 1, PHASE 2 and PHASE 3

Upon recording of this Seventh Amended Declaration, the Condominium will consist of the Units listed below. Additional Phases and Units will be added to the Condominium by subsequent Declaration Amendments.

UNIT DATA

• NOTE 1:(a) Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. (b) Thus, the Unit boundaries are not based on the perimeter walls, floors and ceilings within Unit Structures. (c) The Declaration and Survey and Plans may be recorded before Unit Structures are constructed. (d) Even if Unit Structures have been constructed on Declaration recording, the room configuration within the Unit Structure may not have been completed and/or are subject to change. CONSEQUENTLY: (a) Unit Structure data (including floor location, number of bathrooms/bedrooms/fireplaces and area) and Unit Structure area is not required to be set forth below. (b) Any such Unit Structure data or Unit Structure area set forth below or in subsequent Declaration amendments is at most Declarant's good faith estimate, is subject to change without notice, and is not a guarantee as to such Unit Structure data now or in the future.

UNITS SQUARE FOOTAGE AREA NOTES

** NOTE 2: Square footage of Unit will be based on a land survey. This is not the area of a dwelling structure within a Unit.

ALLOCATED INTEREST NOTES

** NOTE 3: The Allocated Interest of a Unit in Common Expense Liability, Association votes and Common Elements are based on an equal share per Unit in Phase 1, 2 and 3 combined.

Phase 1 Units

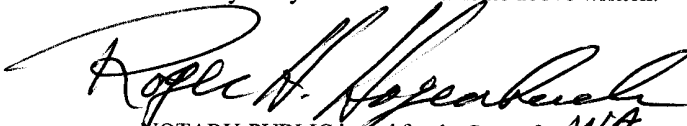
UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE surveyor's "as-built"				***ALLOCATED INTEREST
	# of Bathrms	# of Bedrms	# of FrPlcs	Unit Structure	Dwelling Portion	Garage	UNIT	Common Expense, Votes & Common Elements
	See NOTES 1 & 2			See NOTES 1 & 2			Note 2	See Note 3
74	* & **	* & **	* & **	* & **	* & **	* & **	7,623	175
75	* & **	* & **	* & **	* & **	* & **	* & **	7,694	175
76	* & **	* & **	* & **	* & **	* & **	* & **	7,796	175
77	* & **	* & **	* & **	* & **	* & **	* & **	8,253	175
78	* & **	* & **	* & **	* & **	* & **	* & **	7,453	175
79	* & **	* & **	* & **	* & **	* & **	* & **	10,953	175
80	* & **	* & **	* & **	* & **	* & **	* & **	6,141	175
89	* & **	* & **	* & **	* & **	* & **	* & **	5,073	175
94	* & **	* & **	* & **	* & **	* & **	* & **	6,745	175
95	* & **	* & **	* & **	* & **	* & **	* & **	5,280	175
98	* & **	* & **	* & **	* & **	* & **	* & **	5,280	175
99	* & **	* & **	* & **	* & **	* & **	* & **	5,019	175
102	* & **	* & **	* & **	* & **	* & **	* & **	5,486	175
103	* & **	* & **	* & **	* & **	* & **	* & **	5,312	175
104	* & **	* & **	* & **	* & **	* & **	* & **	5,320	175
107	* & **	* & **	* & **	* & **	* & **	* & **	4,762	175
108	* & **	* & **	* & **	* & **	* & **	* & **	4,762	175
109	* & **	* & **	* & **	* & **	* & **	* & **	4,762	175
110	* & **	* & **	* & **	* & **	* & **	* & **	4,663	175
131	* & **	* & **	* & **	* & **	* & **	* & **	4,762	160

STATE OF WASHINGTON

COUNTY Of Spokane

On this 20th day of February 2018, Before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robin Braun to me personally known (or proven on the basis of satisfactory evidence) to be the General Manager of Hayford Village LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument on behalf of said Corporation,

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


NOTARY PUBLIC in and for the State of WA

Washington, residing in

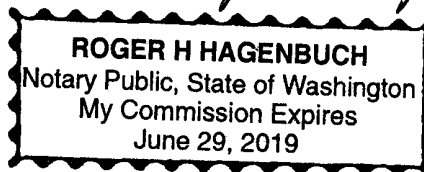
Cheney

My commission expires:

6-29-19

Print Notary Name:

Roger Hagenbuch



SEVENTH AMENDMENT TO THE
DECLARATION OF HAYFORD
VILLAGE II, A CONDOMINIUM

THIS AMENDMENT to the Declaration of the above named Condominium is made as of this
18th day of February, 2018.

RECITALS

Whereas a condominium previously has been established by the recording of: that certain Declaration of Covenants, Conditions, Restrictions and Reservations (the "Declaration"), filed and recorded under Spokane County Recording Nos. 5706299, 5906031, 6053197, 6112414, 6237556, 6289996, and 6635084; and that certain Survey Map and Plans (the "Plans") recorded under said County's Recording No. 5706298; upon the real property more particularly described in said Declaration.

Whereas, it is desired to amend the Declaration to comply with certain requirements of Federal Housing Administration.

Now, therefore, to accomplish the foregoing purposes Declarant hereby publishes and declares this Amendment to the Declaration as follows.

1 UNITS ADDED TO CONDOMINIUM. Pursuant to Article 23 of the Declaration, the Declarant hereby declares and establishes:

(a) Purpose. The purpose of this Seventh Amendment:

(1) Units Added to Condominium. To add fifteen (15) Units (that is, units 81, 82, 83, 84, 85, 86, 87, 88, 90, 91, 92, 93, 96, 134 and 147) to the Condominium ; these units represent Phase 3, and

(b) Seventh Amended Exhibit A. Upon the recording of this Amendment, the Condominium shall consist of the land more particularly described in Paragraph 1b of the Seventh Amended Exhibit A (and all Buildings, Units and Common Elements and Limited Common Elements located on said land);

(b) Seventh Amended Exhibit B. The Floor Location, Unit Description and Unit Square Footage for Units in the Condominium are set forth in the Seventh Amended Exhibit B.

(c) Allocated interests. The Allocated Interests appurtenant to all Units which have been made a part of the Condominium shall be as set forth in the Seventh Amended Exhibit B.

2. EFFECTIVE DATE .This Amendment shall take effect upon recording.

3. OTHER PROVISIONS. Except as modified specifically herein, all other provisions of the Declaration shall in effect.

In witness whereof, the undersigned have executed this Amendment to the Declaration as of the date first above given.

DECLARANT: Hayford Village LLC

BY: 

Robin Braun

ITS: General Manager

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE surveyor's "as-built"				0. ALLOCATED INTEREST
	# of Bathrms	# of Bdrms	# of FrPlcs	Unit Structure	Dwelling Portion	Garage	UNIT	Common Expense, Votes & Common Elements
	See NOTES 1&2			See NOTES 1&2			Note 2	See Note 3
132	* & **	* & **	* & **	* & **	* & **	* & **	5,348	175
133	* & **	* & **	* & **	* & **	* & **	* & **	7,764	175
135	* & **	* & **	* & **	* & **	* & **	* & **	5,200	175
141	* & **	* & **	* & **	* & **	* & **	* & **	5,200	175
145	* & **	* & **	* & **	* & **	* & **	* & **	5,292	175
Total Number of Units Phase 1				25				25/75
Total Number of Units All Possible Phases =				75				

Phase 2 Units

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE surveyor's "as-built"				*** ALLOCATED INTEREST
	# of Bathrms	# of Bdrms	# of FrPlcs	Unit Structure	Dwelling Portion	Garage	UNIT	Common Expense, Votes & Common Elements
	See NOTES 1 & 2			See NOTES 1&2			Note 2	See Note 3
97	* & **	* & **	* & **	* & **	* & **	* & **	5,280	175
100	* & **	* & **	* & **	* & **	* & **	* & **	5,648	175
101	* & **	* & **	* & **	* & **	* & **	* & **	5,587	175
105	* & **	* & **	* & **	* & **	* & **	* & **	4,762	175
106	* & **	* & **	* & **	* & **	* & **	* & **	4,762	175
111	* & **	* & **	* & **	* & **	* & **	* & **	4,732	175
112	* & **	* & **	* & **	* & **	* & **	* & **	4,431	175
113	* & **	* & **	* & **	* & **	* & **	* & **	4,431	175
114	* & **	* & **	* & **	* & **	* & **	* & **	4,431	175
115	* & **	* & **	* & **	* & **	* & **	* & **	4,362	175
116	* & **	* & **	* & **	* & **	* & **	* & **	4,192	175
117	* & **	* & **	* & **	* & **	* & **	* & **	4,170	175
118	* & **	* & **	* & **	* & **	* & **	* & **	4,268	175
119	* & **	* & **	* & **	* & **	* & **	* & **	4,435	175
120	* & **	* & **	* & **	* & **	* & **	* & **	4,476	175
121	* & **	* & **	* & **	* & **	* & **	* & **	4,430	175
122	* & **	* & **	* & **	* & **	* & **	* & **	4,431	175
123	* & **	* & **	* & **	* & **	* & **	* & **	4,431	175
124	* & **	* & **	* & **	* & **	* & **	* & **	5,156	175
125	* & **	* & **	* & **	* & **	* & **	* & **	4,436	175

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE surveyor's "as-built"				***ALLOCATED INTEREST
	# of Bathrms	# of Bedrms	# of FrPlcs	Unit Structure	Dwelling Portion	Garage	UNIT	Common Expense, Votes & Common Elements
	See NOTES 1 & 2			See NOTES 1&2			Note 2	See Note 3
126	* & **	* & **	* & **	* & **	* & **	* & **	4,663	V75
127	* & **	* & **	* & **	* & **	* & **	* & **	4,762	V75
128	* & **	* & **	* & **	* & **	* & **	* & **	4,762	V75
129	* & **	* & **	* & **	* & **	* & **	* & **	4,762	V75
130	* & **	* & **	* & **	* & **	* & **	* & **	4,762	V75
136	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V75
137	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V75
138	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V75
139	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V75
140	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V75
142	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V75
143	* & **	* & **	* & **	* & **	* & **	* & **	5,200	V75
144	* & **	* & **	* & **	* & **	* & **	* & **	5,202	V75
146	* & **	* & **	* & **	* & **	* & **	* & **	5,586	V75
148	* & **	* & **	* & **	* & **	* & **	* & **	7,500	V75

Total Number of Units - Phase 2	35	35/75
Total Number of Units - Phase 1 and 2	62	60/60
Total Number of Units in all Possible Phases	75	

Phase 3 Units

UNIT #	UNIT DESCRIPTION			SQUARE FOOTAGE surveyor's "as-built"				***ALLOCATEDINTEREST
	# of Bathrms	# of Bedrms	# of FrPlcs	Unit Structure	Dwelling Portion	Garage	UNIT	Common Expense, Votes & Common Elements
	See NOTES 1 & 2			See NOTES 1&2			Note 2	See Note 3
81	* & **	* & **	* & **	* & **	* & **	* & **	4946	175
82	* & **	* & **	* & **	* & **	* & **	* & **	4907	175
83	* & **	* & **	* & **	* & **	* & **	* & **	4847	175
84	* & **	* & **	* & **	* & **	* & **	* & **	4786	175
85	* & **	* & **	* & **	* & **	* & **	* & **	4726	175
86	* & **	* & **	* & **	* & **	* & **	* & **	4765	175
87	* & **	* & **	* & **	* & **	* & **	* & **	4886	175
88	* & **	* & **	* & **	* & **	* & **	* & **	4990	175
90	* & **	* & **	* & **	* & **	* & **	* & **	5027	175
91	* & **	* & **	* & **	* & **	* & **	* & **	4967	175
92	* & **	* & **	* & **	* & **	* & **	* & **	4886	175
93	* & **	* & **	* & **	* & **	* & **	* & **	5532	175
96	* & **	* & **	* & **	* & **	* & **	* & **	5280	175
134	* & **	* & **	* & **	* & **	* & **	* & **	5382	175
147	* & **	* & **	* & **	* & **	* & **	* & **	5996	175

Total Number of Units - Phase 3	15	15/75
Total Number of Units - Phase 1, 2 and 3	75	75/75
Total Number of Units in all Possible Phases	75	

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9101230223

REQUEST OF _____

JAN 23 2 45 PM '91

WILLIAM E. DONAHUE
AUDITOR
SPOKANE, COUNTY, WASH.

12th



NOTICE

OF

VOL. 1167 PAGE 44

SPECIAL CONNECTION CHARGE

Pursuant to Ordinance Number C-28248, passed December 30, 1985, the City of Spokane imposes a special connection charge for the Spokane International Airport District 3 Sewer project of \$1,500.00 per acre, plus interest at 9.1% accruing as provided therein, until time of connection, upon the area specified in said ordinance, all as more fully described in said ordinance, attached hereto and incorporated herein. This applies to all properties in the designated area, whether directly or indirectly connecting. The charge is solely for the designated project and is supplemental to any other rate, fee, or charge.\

For further information, telephone the Department of Public Works, (509) 456-4300, or write:

Department of Public Works
Third Floor, Municipal Building
West 808 Spokane Falls Boulevard
Spokane, Washington 99201-3343

Attention: Spokane International Airport District 3
Sewer Special Connection Charge

PUBLIC WORKS DEPARTMENT

Brad W. Blegen, P.E. - City Engineer Dave Mandyke, Project Coordinator
Skywalk Level Municipal Building / Spokane, Washington 99201-3343 / (509) 456-4300

An ordinance amending Spokane Municipal Code, Chapter 13.03.300, entitled, "Special Connection Charge," to authorize and include charges for connection to the Spokane International Airport District 3 Sewer Project, and to authorize recordation of the required notice; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. The Spokane International Airport District 3 Sewer Project, with gravity extension, has been constructed with City funds. Pursuant to the requirements of Spokane Municipal Code, Chapter 13.03.300, the City Council approves this project as subject to the levying of special connection charges on properties as a condition of connection to the specified sewer project. The route of the trunk sewer is described in attached Exhibit I, incorporated by reference in this ordinance.

Section 2. In order to implement the special connection charges, the City Council authorizes the amendment of Spokane Municipal Code, Chapter 13.03.300, subsection 13.03.3008(A)(3), to add the following project to Exhibit B:

EXHIBIT B

SPECIFICALLY IDENTIFIED SEWER PROJECTS

Project

- | | | |
|---|-----------------------------------|---------------------------------|
| 1. Spokane International Airport Trunk Sewer | Short Service Charge: \$760/acre | Long Service Charge: \$125/acre |
| 2. <u>Spokane International Airport District 3 Sewer Project with gravity extension</u> | <u>Single Charge: \$1500/acre</u> | |

Section 3. City staff is authorized to levy the charges approved herein against those properties described in the attached Exhibit II, incorporated by reference in this ordinance. In addition, the City may require payment of such interest and other charges authorized by the Special Connection Charge Ordinance. Property owners may pay the total amount of special connection charges levied against their properties on or before March 14, 1986, without penalty or interest. Thereafter, project accrued interest will be charged at the rate of 9.1%, as based upon the most recent Local Improvement District Bond Issue rate, computed from January 23, 1985, to the date of connection.

Section 4. City staff is directed to record the notice required by SMC subsection 13.03.3004 with the County Auditor in a form prescribed by the City Engineer.

28248

Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its passage.

Passed by the City Council December 30, 1985.

James E. Chase
MAYOR

Attest: Marilyn J. Montgomery
City Clerk

Approved as to form:

Margaret A. Schellhaas
Assistant City Attorney

DATE: Nov. 22, 1988
I HEREBY CERTIFY THIS IS A TRUE AND
ACCURATE COPY OF THE ORIGINAL WHICH
IS ON FILE IN THE OFFICE OF THE CITY
CLERK.

Marilyn J. Montgomery
CITY CLERK
SEAL: CITY OF SPOKANE
COUNTY OF SPOKANE
STATE OF WA.

128248

ROUTE OF SEWER
FOR

VOL. 1167 PAGE 47

S.I.A. DISTRICT 3

- WITH GRAVITY EXTENSION -

BEGINNING AT THE INTERSECTION OF THORPE ROAD AND WESTBOW BOULEVARD; IN WESTBOW BOULEVARD RIGHT OF WAY TO THE INTERSECTION OF WESTBOW BOULEVARD AND FLINT ROAD; THENCE IN FLINT ROAD TO THE INTERSECTION OF FLINT ROAD AND HALLETT ROAD; THENCE IN HALLETT ROAD TO A POINT 688 FEET MOL WEST OF THE N-S 1/2 SECTIONLINE OF SECTION 7, T24N, R42E, THENCE

BEGINNING IN HALLETT ROAD AT A POINT 688 FEET MOL WEST OF THE N-S 1/2 SECTIONLINE OF SECTION 7, T24N, R42E, THENCE WESTERLY IN HALLETT ROAD TO HAYFORD ROAD; THENCE SOUTHERLY IN HAYFORD ROAD TO A POINT 160 FEET MOL SOUTH OF THE I-90 APPROACH ROAD; THENCE SOUTHWESTERLY ALONG A LINE 20 FEET MOL PARALLEL TO THE I-90 RIGHT OF WAY TO A POINT 10 FEET SOUTH OF THE EAST-WEST 1/2 SECTIONLINE OF SECTION 12, T24N, R41E, THENCE

BEGINNING IN HALLETT ROAD AT THE INTERSECTION WITH THE N-S 1/2 SECTIONLINE OF SECTION 7, T24N, R42E; THENCE SOUTHERLY ON SAID 1/2 SECTIONLINE TO THE NORTH LINE OF LURAY DRIVE; THENCE

BEGINNING 1,404 FEET MOL SOUTH OF HALLETT ROAD ON THE N-S 1/2 SECTIONLINE OF SECTION 7, T24N, R42E; THENCE WESTERLY 55 FEET SOUTH OF A PARALLEL TO THE E-W 1/4 SECTIONLINE 1,751 FEET MOL TO A POINT 55 FEET EAST OF THE 1/16 LINE; THENCE SOUTHERLY 55 FEET EAST OF AND PARALLEL TO 1/16 SECTIONLINE 1,249 FEET MOL TO THE E-W 1/2 SECTIONLINE; THENCE WESTERLY ALONG E-W 1/2 SECTIONLINE 1,437 FEET MOL TO A POINT ON THE CENTERLINE OF HAYFORD ROAD; THENCE SOUTHERLY IN HAYFORD ROAD 1,350 FEET MOL; THENCE

BEGINNING AT THE INTERSECTION OF WESTBOW BOULEVARD AND DOWDY ROAD; THENCE IN DOWDY ROAD SOUTHERLY TO THE INTERSECTION WITH 57TH AVENUE; THENCE WESTERLY IN 57TH AVENUE 1,991 FEET MOL, THENCE

BEGINNING AT THE INTERSECTION OF 57TH AVENUE AND SODA ROAD; THENCE SOUTHERLY IN SODA ROAD EXTENDED TO THE INTERSECTION WITH HALLETT ROAD; THENCE WESTERLY IN HALLETT ROAD 2,021 FEET MOL TO THE POINT OF TERMINATION.

C28248

ASSESSMENT DISTRICT DESCRIPTION

FOR

S.I.A. DISTRICT 3 SEWER PROJECT

- WITH GRAVITY EXTENSION -

BEGINNING ON THE EAST LINE OF SECTION 5 - 24 - 42 AT THE INTERSECTION OF WESTBOW BOULEVARD; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION TO THE INTERSECTION WITH THE SOUTHEAST CORNER OF PARCEL 05421-9069; THENCE WESTERLY ALONG SAID PROPERTY LINE EXTENDED 626.8 FEET TO THE EAST LINE OF PARCEL 05421-9075; THENCE SOUTHERLY ALONG A LINE 626.8 FEET MORE OR LESS WEST OF AND PARALLEL TO SAID EAST SECTION LINE TO THE NORTH LINE OF PARCEL 05421-9046; THENCE WESTERLY ALONG SAID LINE EXTENDED TO A POINT 120 FEET EAST OF THE NORTH-SOUTH MID SECTION LINE OF 5 - 24 - 42; THENCE SOUTHERLY ALONG A LINE PARALLEL TO AND 120 FEET EAST OF SAID NORTH-SOUTH MID SECTION LINE TO CENTERLINE OF HALLETT ROAD; THENCE WESTERLY ALONG CENTERLINE OF HALLETT ROAD 120 FEET TO NORTH-SOUTH MID SECTION LINE OF SECTION 5 - 24 - 42; THENCE SOUTHERLY ALONG NORTH-SOUTH MID SECTION LINE OF SECTION 8 - 24 - 42 TO SOUTHEAST CORNER OF THE NORTH HALF OF NORTHEAST QUARTER OF NORTHWEST QUARTER; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF NORTHEAST QUARTER EXTENDED TO A POINT ON THE WEST LINE OF SECTION 8 - 24 - 42; THENCE SOUTHERLY ALONG THE WEST LINE OF SECTION 8 - 24 - 42 AND EAST LINE OF SECTION 18 - 24 - 42 TO A POINT INTERSECTING MELVILLE ROAD EXTENDED; THENCE WESTERLY ALONG CENTERLINE OF MELVILLE ROAD TO SOUTHWEST CORNER OF FOUR LAKES GOLF AND COUNTRY CLUB SUBDIVISION NUMBER 1; THENCE NORTHERLY ALONG WEST LINE OF SAID SUBDIVISION TO INTERSECTION WITH SOUTH LINE OF SECTION 7 - 24 - 42; THENCE WESTERLY ALONG THE SOUTH LINE OF SECTION 7 - 24 - 42 AND SECTION 12 - 24 - 41 TO THE SOUTHWEST CORNER OF PARCEL 12415-9014; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 90 TO THE POINT OF BEGINNING.

C28248

SPOKANE INTERNATIONAL AIRPORT DISTRICT #3

SANITARY SEWER

SERVICE AREA BOUNDARY

SPOKANE INTERNATIONAL AIRPORT

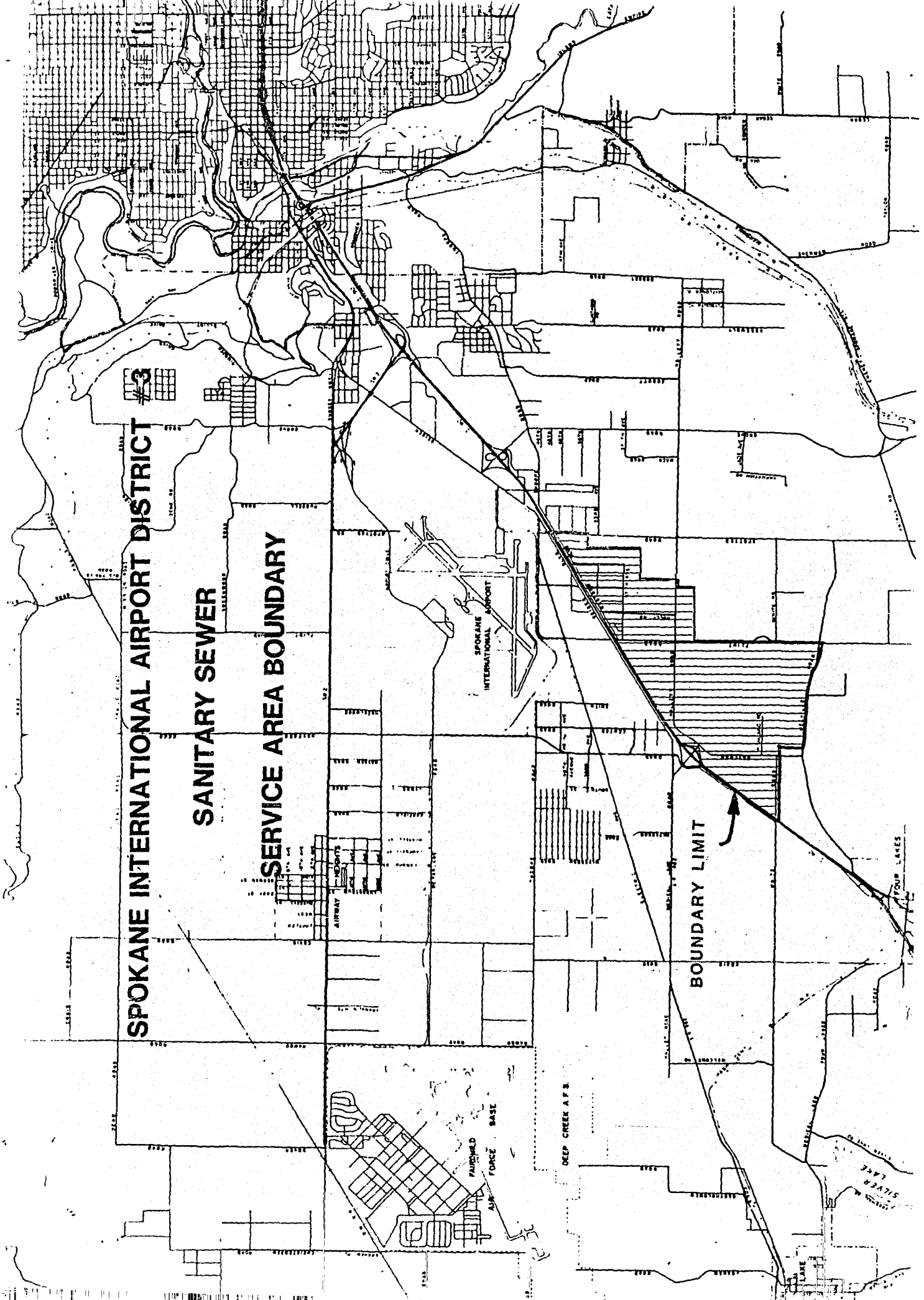
BOUNDARY LIMIT

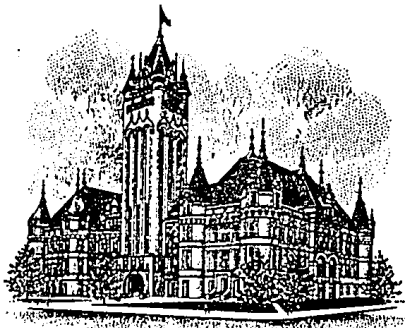
DEEP CREEK AFB

FAIRFIELD AIR FORCE BASE

SILVER LAKE

FOUR LAKES





SPOKANE COUNTY COURT HOUSE

9102130126

RECEIVED
FILED OR RECORDED

REQUEST

FEB 13 11 49 AM '91

WILLIAM E. DONAHUE
AUDITOR
SPOKANE, COUNTY, WASH.

XXX

FRESE

FILED BY:

Spokane County Planning Department
North 721 Jefferson Street
Spokane, WA 99260
(509) 456-2205

TITLE NOTICE

SPOKANE COUNTY HAS TAKEN THE FOLLOWING LAND USE REGULATION ACTION
REGARDING THE BELOW-DESCRIBED PROPERTY:

ASSESSOR'S PARCEL NO.: 24073.0105 (County Treasurer/Assessor records 11/20/90)

LEGAL DESCRIPTION:

MEADOW LAKE - RICHLAND ADD BLKS 4-5 & 6

NOTICE IS GIVEN TO ALL PARTIES WITH INTEREST IN THE ABOVE PROPERTY:

PLANNING DEPARTMENT FILE NO.: RW-1-90, ZW-41-90 and CPA-63-89 (Res. No. 90-1355)

1. The above property is affected by County regulations and plans to assure that adequate, safe and functional roadway facilities can be provided for this property, for the vicinity properties and for the community as the area develops and traffic increases. The "future acquisition area" (the difference between the existing right-of-way and the ultimate planned right-of-way) is protected to assure a long term and viable use of this property by providing for the ultimate expansion of the right-of-way (R/W) when needed. The attached copy of the official road map showing the above property has "future acquisition area(s)" on the (1) north, Collector Arterial - 70 foot R/W.
2. Building and other setbacks required by the Spokane County Zoning Code are measured from the future acquisition area reserved for the ultimate road right-of-way width, specified in Chapter 14.710 of the Zoning Code.
3. The future acquisition area, until acquired by Spokane County, shall be private property and may be used as allowed in Chapter 14.710. Improvements such as driveways, landscaping, parking, surface drainage, drainfields, signs or others are limited but may be considered "interim" uses if an INTERIM CONDITIONAL USE PERMIT is issued. The property owner shall be responsible for relocating such "interim" improvements at the time Spokane County makes roadway improvements after acquiring said future acquisition area or as otherwise specified in said INTERIM PERMIT.
4. The specific regulations and information can be reviewed in the Department files (listed above) and the Spokane County Zoning Code.

THE TERMS OF THIS NOTICE SHALL RUN WITH THE LAND AND APPLY TO THE
APPLICANT, OWNERS, HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST.RELEASE OF THIS TITLE NOTICE CAN ONLY BE ACCOMPLISHED BY THE
AUTHORITY OF THE SPOKANE COUNTY PLANNING DEPARTMENT OR SUCCESSOR
BY RECORDING A "TITLE NOTICE EXTINGUISHMENT" FORM BASED UPON A FINDING(S)
THAT RELEASE SHOULD OCCUR.

BY SPOKANE COUNTY PLANNING DEPARTMENT:

NAME: John Nunnery

DATE:

January 24, 1991

SIGNATURE:

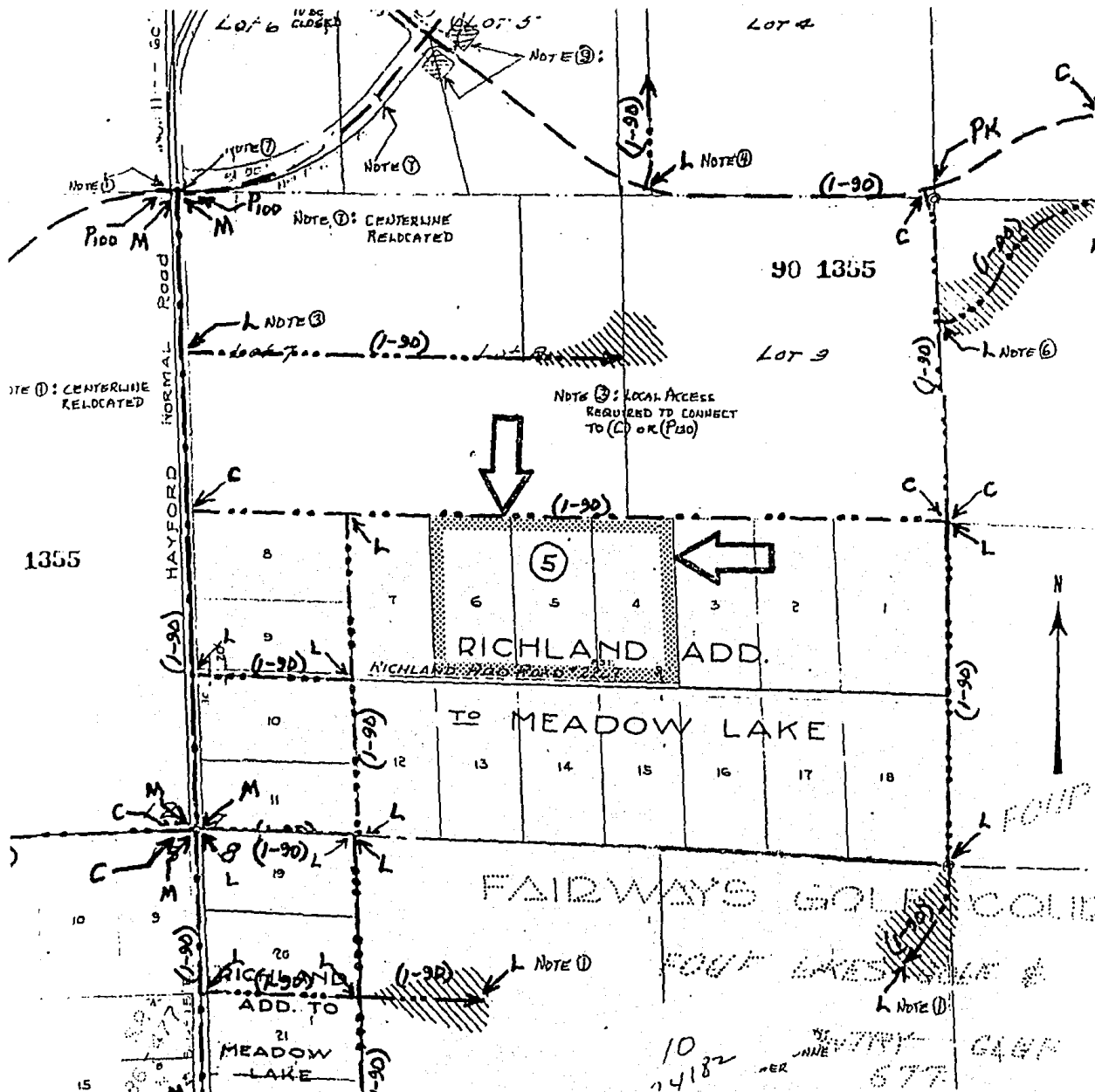
John Nunnery

TITLE:

Senior Planner

VICINITY MAP

The below map is a copy of the ARTERIAL/ROAD Map adopted October 23, 1990 by the Board of County Commissioner with Resolution No. 90-1355. The road classification, alignment and specific notes are shown on County Engineer base map and the arrow(s) indicating the tax parcel's general property location. See Chapter 14.710 of the Spokane County Zoning Code. NOTE: Official Road Maps are on file at Spokane County Planning Department.



MAP LEGEND

SCALE: None

- = PRINCIPAL ARTERIAL 130 ft. R/W
- = PRINCIPAL ARTERIAL 100 ft. R/W
- = MINOR ARTERIAL 80 ft. R/W
- = COLLECTOR ARTERIAL 70 ft. R/W

- = LOCAL ACCESS ROAD 60 ft. R/W
- = PARKWAY DESIGNATION
- = SPECIAL DESCRIPTION AREA
- = SPECIAL DESCRIPTION SITE

RECORD OF SURVEY

PART OF SW 1/4, SEC. 7, T.24 N., R.42 E., W.M.
SPOKANE COUNTY, WASHINGTON

LEGAL DESCRIPTION
LOTS 1 THROUGH 9, RICHLAND ADDITION TO MEADOW LAKE.

EQUIPMENT AND PROCEDURES UTILIZED
A VUL T-2000 THEODOLITE WITH A DI-4, ON A FIELD TRAVERSE WAS UTILIZED. A LINEAR CLOSURE EXCEEDING 110,000 WAS ACCOMPLISHED.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF BOYD REALTY, JUNE, 1994.

DATE 8/15/94
SCOTT L. VALENTINE, REGISTERED PROFESSIONAL LAND SURVEYOR
WASHINGTON REGISTRATION NO. 18741

SURVEYOR'S NOTE

NOTE 1. THE PROPERTY SURVEYED IS AFFECTED BY FUTURE RIGHT-OF-WAY ACQUISITIONS. SEE DOCUMENTS BY THE SPOKANE COUNTY PLANNING DEPARTMENT.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 20 DAY OF August 1994
AT SPOKANE, WASH. IN BOOK 34 PAGE 22
AT THE REQUEST OF DAVID EVANS AND ASSOCIATES.

(SIGNED)

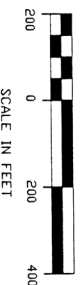
David Evans
COUNTY AUDITOR

N 1/4 Section 7

Found PK Nail in E. Road
For RPS See RDS Bk 34
P22.



SCALE 1" = 200'



SCALE IN FEET

LEGEND

- SET 5/8"x18" REBAR W/YELLOW PLASTIC CAP
- VALENTINE PLS. # 18845
- FOUND MONUMENT AS SHOWN
- (R) RECORD OF SURVEY BOOK 34 PAGE 22 (SENSKED)
- (F) FOUND AS SHOWN
- POWER POLE

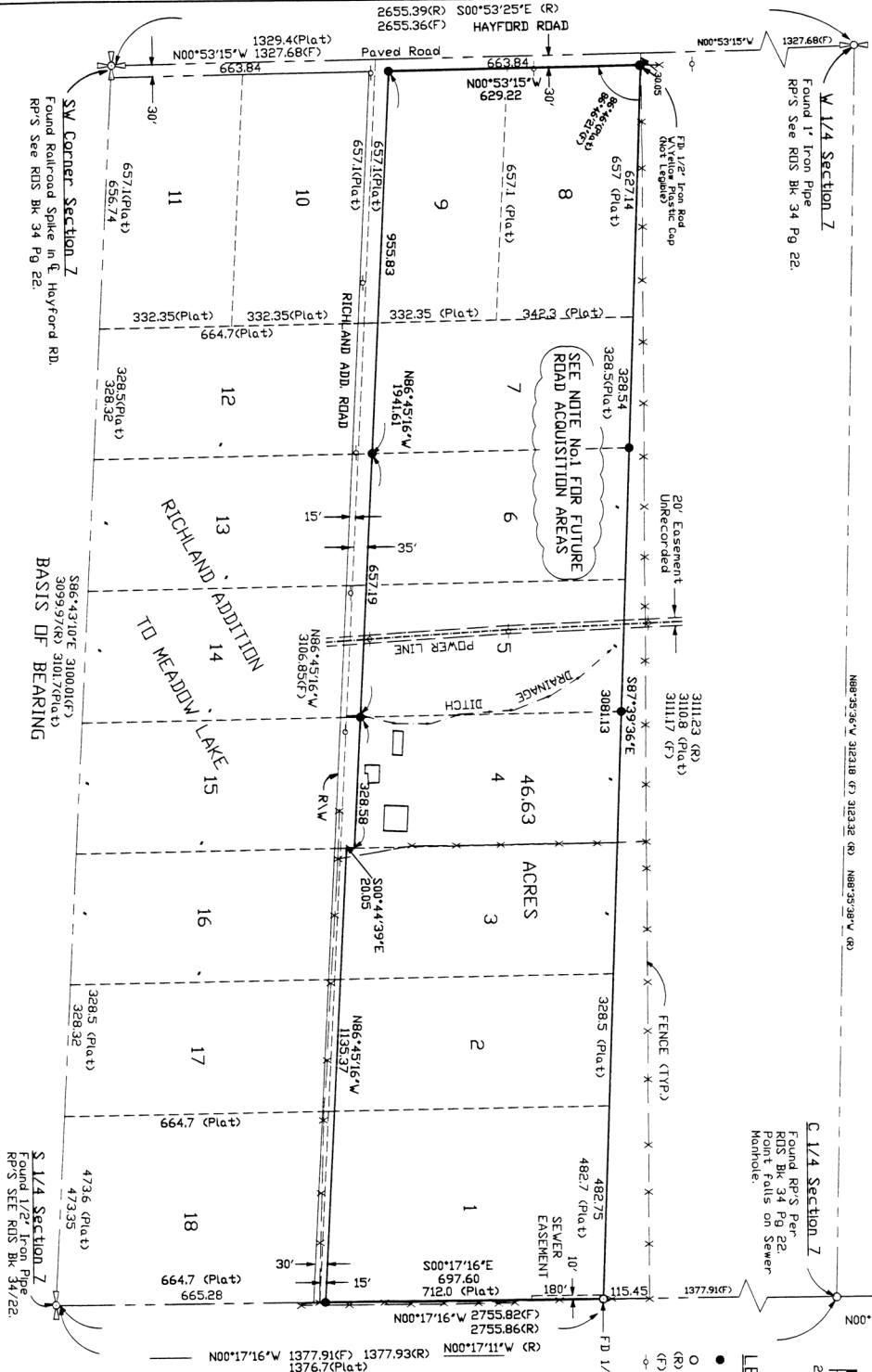
BASIS OF BEARING

South line of SW 1/4 of Section 7,
Being S86°43'10"E as per Record of
Survey Book 34 Page 22.



DAVID EVANS AND ASSOCIATES, INC.
1000 N. CATALDO
SPOKANE, WASHINGTON 99201
(509) 327-8897

PROJECT NO.: BOYD-0003
DRAWING NO.: BOYD-RDS DWG
SHEET 1 OF 1 SHEETS
DATE: JULY 1994



UTILITY CONNECTION ANNEXATION COVENANT**1. OWNER/PROPERTY**

- A. The parties whose names appear below; hereafter "Owner", covenant and warrant that they are the owners of the property to which this document applies, are fully authorized to execute this document and forever bind themselves, their successors and assigns and the subject property to the terms set forth herein. "City" refers to the City of Spokane, Washington.
- B. The terms herein are a covenant running with the land as a burden on the subject premises commonly known as Hayford Road at Richland Addition Road - NW corner, and legally described as Hayford Village Manufactured Home Park in the Southwest 1/4 of Section 7, Township 24 North, Range 42 East West Meridian, Spokane County, Washington.
- C. In general, it is intended that this covenant shall pertain to the subject premises and shall deal only with the issue of future annexation of subject premises to the City of Spokane.

2. PROVISIONAL SERVICE

- A. Subject to City policies, ordinances, and other applicable laws, Owner desires to procure utility service for the subject premises by connection to the City Sewer and Water Systems all at owner's sole expense and liability. Owner is responsible to obtain and record any necessary easements. Owner agrees that said service or connection is obtained provisionally, conditioned upon fulfillment of the terms of this covenant.

3. FUTURE ANNEXATION

- A. The Owner covenants, warrants and agrees that he or the current owner will join in any petition for annexation to the City of Spokane which includes the above-described property and will not protest the annexation in any way.
- B. This covenant applies to sewer and water connection proposal and is perpetual and not subject to termination without the written consent of the Director of the Department of Construction Services.
- C. The foregoing items are accepted as full consideration for this covenant, regardless of whether any provisional service option is otherwise required by law or applicable regulation. Owner understands the provisional service would not be authorized without Owner's binding commitment, on his own behalf and the behalf of his successors and assigns, as provided by this covenant.

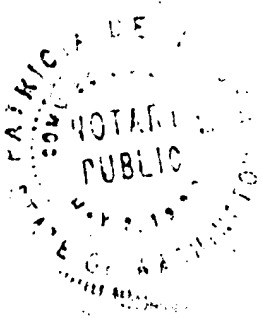
4. ADDITIONAL

- A. If, for any reason, any provision or part of this instrument should be declared illegal or unenforceable, then the City may declare the provisional service above installed to be canceled, and Owner shall immediately remove all improvements and/or connections and otherwise restore the premises or the City may do so as above provided.
- B. No obligation incurred may be waived except in writing by the Director of the Department of Construction Services. Failure to enforce any provision in any instance or occasion shall not waive the right to enforce it in any subsequent instance or occasion. Owner acknowledges that he has had an opportunity to consult with legal counsel. No provision shall be construed in favor of or against any person or entity.

Dated this 20th day of July, 1995.

Boydew, Robinson & Associates
Richard J. Boydew, General Partner
 Owner

 Owner



STATE OF WASHINGTON)
) ss.
 County of Spokane)

I certify that I know or have satisfactory evidence that RICHARD J. BOYDEN and N/A signed this document, on oath stated that he/she was authorized to execute it and acknowledged it as the GENERAL PARTNER and _____, respectively, of BOYDEN, ROBINETT & ASSOC a corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: 7-20-95

Patricia Dening
 (Signature of Notary Public)

My appointment expires 3-2-98

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EASEMENTS:

Others to W.W. Pipeline Easement

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BOYDEN, ROBINETT AND ASSOCIATES, A LIMITED PARTNERSHIP

for ~~the purpose of~~ mutual benefits received hereby grant(s), convey(s) and warrant(s) to THE WASHINGTON WATER POWER COMPANY, a corporation, as Grantee, its successors and assigns, an easement over, across, under and through the following described property of the Grantor(s) in Spokane County, State of Washington, to-wit:

TRACTS 4 THROUGH 9 OF RICHLAND ADDITION TO MEADOW LAKE, AS PER PLAT RECORDED IN VOLUME "M" OF PLATS, AT PAGE 5, AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 42 EAST, W.M., IN SPOKANE COUNTY, STATE OF WASHINGTON, EXCEPT THE SOUTH TWENTY (20) FEET OF TRACTS 4, 5, 6, 7 AND 9, AS DEEDED TO SPOKANE COUNTY.

COURTESY RECORDING

IT IS UNDERSTOOD AND AGREED THAT SAID EASEMENT COVERS THE RIGHT TO HAVE UNDERGROUND NATURAL GAS MAIN FACILITIES ON THE ABOVE DESCRIBED PROPERTY, TO BE LOCATED WITHIN THE PRIVATE ROADS AND WITHIN A TEN (10) FOOT WIDE STRIP OF LAND ADJOINING ALL ROADS, AND TO HAVE GAS SERVICE LINES TO MANUFACTURED HOME SITES WITHIN SAID PROPERTY.

0991660

For the purpose of installing, maintaining, repairing and removing a gas distribution pipeline and appurtenances thereto, together with the right to inspect said line, and to remove brush and trees that may interfere with the construction maintenance and operation of same, together with the right to prohibit structures within N/A feet of the centerline thereof.

WITNESS my hand(s) this 30th day of November, 19 95.

RETURN TO:
KING COUNTY WAY DEPARTMENT
WASHINGTON WATER POWER COMPANY
P.O. BOX 370
SPOKANE, WASHINGTON 99220

BOYDEN, ROBINETT AND ASSOCIATES, a Limited Partnership

BY: Richard J. Boyden
GENERAL PARTNER

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

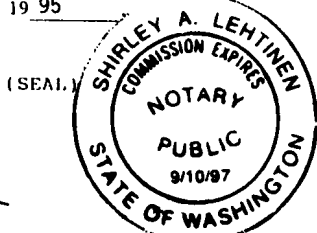
R.E. Excise Tax Exempt

Date: Nov 5 19 96
Signed: [Signature]
Notary Public

On this day personally appeared before me RICHARD J. BOYDEN

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of November, 19 95



Shirley A. Lehtinen
NOTARY PUBLIC in and for the State of
Washington residing at Everett

5 Hayford Village Mobile Home Park

FUELED OR NOT. 1801? PAGE 1 of 3
REQUEST NO. 1801? PAGE 1 of 3

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WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY WASH.
DEPUTY