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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS
FOR
PARKVIEW AT VANCOUVERCENTER, A CONDOMINIUM**

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

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

Grantor : Vandevco Residential LLC
Grantee : The Public
Abbreviated Legal : SW 1/4 Sec 27 T2N R1E
Assessor's Tax Parcel Nos.: 048170-006, 048170-008
Prior Excise Tax No. : N/A
Other Reference No(s). :

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS
FOR
PARKVIEW AT VANCOUVERCENTER, A CONDOMINIUM**

THIS DECLARATION is made and executed this 25 day of May, 2007, by Vandevco Residential LLC, a Washington limited liability company, the sole holder of fee simple title to the Property, under the provisions of the Washington Condominium Act, Chapter 64.34 of the Revised Code of Washington, as amended.

WITNESSETH:

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

It is acknowledged that this Condominium is a portion of the Vancouvercenter Condominium, as defined in Section 1.25. This Condominium is identified as Unit 1A of

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the Vancouvercenter Condominium. Declarant intends that all Unit Owners, Mortgagees, occupants, and all other persons acquiring any interest in the Property within this Condominium will hold their interests subject to the rights, easements, privileges, and restrictions set forth in the Declaration and Survey Maps and Plans of the Vancouvercenter Condominium, as amended.

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

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

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

1.2 "Allocated Interests" means the undivided interests in the Common Elements, the Common Expense liability, and the votes in the Association allocated to each Unit.

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

1.4 "Association" means the association of Unit Owners incorporated under the name of "Parkview at Vancouvercenter Condominium Association," and its successors. For the purpose of this Declaration, "Association" does not mean the association of the Vancouvercenter Condominium.

1.5 "Board of Directors" and "Board" mean the governing body of the Association, elected under the Bylaws. For the purpose of this Declaration, the Board does not mean the Board of the Vancouvercenter Condominium.

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- 1.6 "Building" means any structure upon the Property that contains Units.
- 1.7 "Bylaws" mean the Bylaws of the Association.
- 1.8 "Common Elements" consist of all those portions of the Property that are not part of the Units.
- 1.9 "Common Expenses" mean expenditures made by, or financial liabilities, of the Association.
- 1.10 "Condominium" means the Parkview at Vancouvercenter, a Condominium, created by this Declaration.
- 1.11 "Declarant" means Vandevco Residential LLC, a Washington limited liability company, or any other person defined in the Act.
- 1.12 "Declaration" means this instrument by which the Condominium is established under the Act.
- 1.13 "Development Rights" mean the rights reserved by the Declarant in Article 11 of this Declaration.
- 1.14 "Eligible Mortgagee" means the holder of a mortgage on a Unit or guarantor of a mortgage who has filed with the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.
- 1.15 "Limited Common Elements" mean those portions of the Common Elements that are reserved or assigned for the use of the Unit Owners of one or more but less than all of the Units.
- 1.16 "Manager" means a manager or other person or corporation engaged by the Board to assist in administration or management of the Condominium.
- 1.17 "Mortgage" means a mortgage, deed of trust, security agreement, or real estate installment sales contract.
- 1.18 "Mortgagee" means the mortgagee, beneficiary, creditor, secured party or vendor in a Mortgage, including the assignees of the interests so held.

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1.19 "Property" means the entire parcel of real property described in Exhibit "A" to this Declaration and all improvements, easements, rights and appurtenances now and in the future belonging to and located on the Property.

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

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

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

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

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

1.25 "Vancouvercenter Condominium" means the condominium created in the Vancouvercenter Condominium Declaration, recorded under Clark County Auditor's file number 3463179 and Survey Maps and Plans filed at Book 310, page 985, as amended by an Amendment to Condominium Declaration for Vancouvercenter Condominium recorded under Auditor's file number 3476342 and amended Survey Maps and Plans filed at Book 310, page 990; as further amended by the Second Amendment to Condominium Declaration for Vancouvercenter Condominium recorded under Auditor's file number 3769572 and amended Survey Maps and Plans filed at Book 311, page 130; as further amended by the Third Amendment to Condominium Declaration for Vancouvercenter Condominium recorded under Auditor's file number 3804646 and amended Survey Maps and Plans filed at Book 700, page 3; and as further amended by the Fourth Amendment to

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Condominium Declaration for Vancouvercenter Condominium recorded under Auditor's file number 4206086 and amended Survey Maps and Plans filed at Book 700, page 48.

ARTICLE 2. NAMES OF CONDOMINIUM AND ASSOCIATION. The name of the Condominium is "Parkview at Vancouvercenter, a Condominium." The name of the Association is "Parkview at Vancouvercenter Condominium Association."

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

ARTICLE 4. DESCRIPTION OF PROPERTY. The legal description of the real property included in the Condominium is in Exhibit "A". The legal description of the real property that may be added to the Condominium is in Exhibit "B".

ARTICLE 5. UNITS.

5.1 Number of Units. This Declaration creates 112 Units in the Condominium. The Declarant reserves the right to create or add additional Units in the manner described in this Declaration.

5.2 Physical Characteristics of Units. As required to be disclosed by RCW 64.34.216(1), no Unit has a built-in fireplace as part of the Unit. In addition to the physical characteristics set forth opposite its identifying number on the following table, each Unit Owner has the opportunity to obtain a covered parking space pursuant to an arrangement the Unit Owner may make with the City of Vancouver. Units 216, 316 and 416 include option of purchase of a tandem parking space.

Unit Number	Undivided Interest in the Common Elements and Common Expense Liability	Approximate Unit Square Footage	Number of Bedrooms	Number of Baths	Unit Location (Floor)
North Building					
101	1/112	428	1*	1	1
102	1/112	640	1	1	1
103	1/112	864	2	2	1
104	1/112	847	2	2	1

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Unit Number North Building	Undivided Interest in the Common Elements and Common Expense Liability	Approximate Unit Square Footage	Number of Bedrooms	Number of Baths	Unit Location (Floor)
105	1/112	572	1	1	1
106	1/112	584	1	1	1
107	1/112	872	2	2	1
108	1/112	584	1	1	1
109	1/112	871	2	2	1
110	1/112	582	1	1	1
111	1/112	835	2	2	1
112	1/112	850	2	2	1
113	1/112	652	1	1	1
114	1/112	853	2	2	1
115	1/112	653	1	1	1
116	1/112	447	1*	1	1
201	1/112	346	1*	1	2
202	1/112	640	1	1	2
203	1/112	863	2	2	2
204	1/112	853	2	2	2
205	1/112	572	1	1	2
206	1/112	584	1	1	2
207	1/112	872	2	2	2
208	1/112	584	1	1	2
209	1/112	871	2	2	2
210	1/112	582	1	1	2
211	1/112	841	2	2	2
212	1/112	853	2	2	2
213	1/112	652	1	1	2
214	1/112	853	2	2	2
215	1/112	1009	2	2	2
216	1/112	1191	2	2	2
301	1/112	346	1*	1	3
302	1/112	640	1	1	3

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Unit Number North Building	Undivided Interest in the Common Elements and Common Expense Liability	Approximate Unit Square Footage	Number of Bedrooms	Number of Baths	Unit Location (Floor)
303	1/112	863	2	2	3
304	1/112	853	2	2	3
305	1/112	572	1	1	3
306	1/112	584	1	1	3
307	1/112	872	2	2	3
308	1/112	584	1	1	3
309	1/112	871	2	2	3
310	1/112	582	1	1	3
311	1/112	841	2	2	3
312	1/112	853	2	2	3
313	1/112	652	1	1	3
314	1/112	853	2	2	3
315	1/112	1009	2	2	3
316	1/112	1191	2	2	3
401	1/112	346	1*	1	4
402	1/112	639	1	1	4
403	1/112	802	2	2	4
404	1/112	793	2	2	4
405	1/112	572	1	1	4
406	1/112	548	1	1	4
407	1/112	835	2	2	4
408	1/112	548	1	1	4
409	1/112	835	2	2	4
410	1/112	546	1	1	4
411	1/112	810	2	2	4
412	1/112	836	2	2	4
413	1/112	618	1	1	4
414	1/112	829	2	2	4
415	1/112	973	2	2	4
416	1/112	1193	2	2	4

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Unit Number North Building	Undivided Interest in the Common Elements and Common Expense Liability	Approximate Unit Square Footage	Number of Bedrooms	Number of Baths	Unit Location (Floor)
501	1/112	428	1*	1	5
502	1/112	639	1	1	5
503	1/112	802	2	2	5
504	1/112	789	2	2	5
505	1/112	572	1	1	5
506	1/112	548	1	1	5
507	1/112	836	2	2	5
508	1/112	548	1	1	5
509	1/112	835	2	2	5
510	1/112	546	1	1	5
511	1/112	810	2	2	5
512	1/112	837	2	2	5
513	1/112	617	1	1	5
514	1/112	825	2	2	5
515	1/112	620	1	1	5
516	1/112	439	1*	1	5
601	1/112	428	1*	1	6
602	1/112	639	1	1	6
603	1/112	802	2	2	6
604	1/112	789	2	2	6
605	1/112	572	1	1	6
606	1/112	548	1	1	6
607	1/112	836	2	2	6
608	1/112	548	1	1	6
609	1/112	835	2	2	6
610	1/112	546	1	1	6
611	1/112	810	2	2	6
612	1/112	837	2	2	6
613	1/112	617	1	1	6
614	1/112	825	2	2	6

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Unit Number	Undivided Interest in the Common Elements and Common Expense Liability	Approximate Unit Square Footage	Number of Bedrooms	Number of Baths	Unit Location (Floor)
North Building					
615	1/112	620	1	1	6
616	1/112	439	1*	1	6
701	1/112	428	1*	1	7
702	1/112	659	1	1	7
703	1/112	823	2	2	7
704	1/112	789	2	2	7
705	1/112	572	1	1	7
706	1/112	548	1	1	7
707	1/112	835	2	2	7
708	1/112	548	1	1	7
709	1/112	835	2	2	7
710	1/112	546	1	1	7
711	1/112	810	2	2	7
712	1/112	845	2	2	7
713	1/112	637	1	1	7
714	1/112	855	2	2	7
715	1/112	628	1	1	7
716	1/112	452	1*	1	7

*Studio

5.3 Unit Boundaries.

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

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

5.4 Alterations of Units. A Unit Owner may make any improvements or alterations to the Unit Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium or violate the use restrictions in this Declaration. After acquiring an adjoining Unit or an adjoining part of an adjoining Unit the Unit Owner may, with prior approval of the Board, remove or alter an intervening partition or create apertures, even if the partition in whole or in part is a Common Element, if those acts do not adversely affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. Unless the Unit Owner seeks a combination of Units under Section 5.5, removal of partitions or creation of apertures under this Section is not a relocation of boundaries. The Unit Owner's request for Board approval must include the plans and specifications for the proposed removal or alteration. The Board must approve the request within 60 days, unless the proposed alteration does not comply with the Act or this Declaration or otherwise impairs the structural integrity or mechanical or electrical systems in the Condominium or violates the use restrictions in this Declaration.

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

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

5.5.2 Required Approvals. Upon written approval of a proposal under this Section 5.5 by 67% of the Unit Owners and 67% of the Eligible Mortgagees, and of all Eligible Mortgagee(s) and Unit Owner(s) of the Unit(s) to be combined or subdivided, the Unit Owner(s) making the proposal may proceed according to the plans and specifications; except, the Board may administer the work or the Board may require that provisions for the protection of other Units or Common Elements include reasonable deadlines for completion of the work and be inserted in to the contracts for the work.

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5.5.3 Allocated Interests. The Allocated Interest formerly allocated to the subdivided Unit must be reallocated to the new Units in any reasonable and equitable manner prescribed by that Unit Owner of the subdivided Unit. The Allocated Interests of the new Unit resulting from a combination of Units will be the aggregate of the Allocated Interests formerly allocated to the Units being combined.

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

5.6 Access to Units. Each Unit will have unrestricted ingress to and egress from public streets to their respective Units by way of the lobbies, elevators and stairwells leading to street level and within the Parking Garage Unit of the Vancouvercenter Condominium and Units 1A of the Vancouvercenter Condominium.

ARTICLE 6. ALLOCATED INTERESTS. Except as stated in Section 5.5.3, the Allocated Interests assigned to the Units shall be based upon a formula that, except for minor rounding adjustments and the like needed to total 100% or to avoid minor distinctions, gives each Unit an approximately equal undivided fractional interest in the Common Elements and votes of the Association. Based upon such formula, each Unit is assigned the Allocated Interest stated in Section 5.2. Even though there is an approximately equal undivided fractional interest in the Common Elements and equal votes among Unit Owners of the Association, the Common Expense liability per Unit shall be based on the square footage of the Unit as determined by the Board.

ARTICLE 7. COMMON ELEMENTS.

7.1 Description. All portions of the Property that are not a part of the Units nor a Limited Common Element are Common Elements, as illustrated on the Survey Maps and Plans.

7.1.1 The heating, ventilating, and air conditioning system (HVAC) for the Building within the Condominium, including portions of this system located in Units (e.g. manifolds) or serving only some of the Units (e.g. risers) are Common Elements. If the Declarant exercises its Development Right to add additional property with an additional Building to the Condominium, the HVAC system in the North Building will become a Limited Common Element assigned to all of the Units in the North Building identified in Section 5.2.

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7.2 Conveyance and Encumbrance of Common Elements.

7.2.1 Required Approvals. Except for incorporations of Common Elements into a Unit under Section 7.3, portions of the Common Elements that are not necessary for the habitability of any Unit may be conveyed or subjected to a security interest by the Association if the Unit Owners of Units to which at least 80% of the Total Voting Power is allocated, including 80% of the votes allocated to Units not owned by Declarant or an affiliate of Declarant, and 67% of the Eligible Mortgagees as set forth in Section 19.8(b), agree to that action but all of the Unit Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale or financing of all or any portion of the Common Elements are an asset of the Association.

7.2.2 Agreement. An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement or ratification of an agreement 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 the ratification of the agreement must be recorded in Clark County, Washington and will be effective upon recording.

7.2.3 Association's Authority. The Association has all powers necessary and appropriate to effect the conveyance or encumbrance authorized in this Section, including the power to execute deeds or other instruments.

7.2.4 Rights of Support. A conveyance or encumbrance of Common Elements under this Section cannot deprive any Unit of its rights of support.

7.2.5 Prior Encumbrances. A conveyance or encumbrance of Common Elements under to this Section cannot affect the priority or validity of preexisting encumbrances.

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

7.4 Other Common Element Conveyances Without Unit Void. An individual interest in the Common Elements may not be conveyed, encumbered, sold, or transferred, voluntarily or involuntarily, except as a part of a conveyance, encumbrance, sale, or

transfer of the Unit to which it is appurtenant and any attempt to do so without such a Unit transfer will be void.

ARTICLE 8. LIMITED COMMON ELEMENTS.

8.1 Description. The Limited Common Elements each form portions of the Property legally described in this Declaration and consist of the following, all of which, to the extent not otherwise stated, are allocated solely to the Unit to which they are the most immediately adjacent or are assigned:

- (a) All portions of the Property designated as Limited Common Elements by the Act;
- (b) If any chute, flue duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit or less than all Units is a part of the Limited Common Elements;
- (c) Any shutters, awnings, window boxes, exterior doors and windows, or other fixtures designed to serve a single Unit, but that are located outside the Unit's boundaries; and
- (d) The patio or balcony that is adjacent to each Unit, the boundaries of the patio or balcony being defined on the Survey Maps and Plans.

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

8.3 Leasing and Transfer of Limited Common Elements.

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

amendment must be recorded in the names of the parties and the Condominium Association.

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

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

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

ARTICLE 9. EASEMENTS.

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

9.2 Easement of Access. Each Unit has an easement of access and use of any pedestrian plaza, way, landscaped area, or open space that is part of or associated with the Vancouvercenter Condominium, subject to adopted rules and regulations.

9.3 Easements of Encroachment. There are reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and portions of the Common Elements that are adjacent to the Common Elements and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered. The easement of encroachment is limited to a distance of not more than 3 feet, as measured from any point on the common

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boundary between each Unit and the adjacent portion of the Common Elements or as between the adjacent units, as the case may be, along a line perpendicular to that boundary at such point; except, in no event does an easement for encroachment exist if the encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, a Unit Owner, occupant, or the Association.

9.4 Easements for Utilities, Etc.

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

9.4.2 Without limiting the generality of Section 9.4.1, there are reserved for the local water supplier easements across all Units and the Common Elements for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes. No sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board or as provided by the Declarant.

9.4.3 Should any entity furnishing a service covered by the general easement described in this Section request a specific easement by separate recordable document, the Board has the right to grant such easement over the Property. The easements provided for in this Section can in no way adversely affect any other recorded easement on the Property.

ARTICLE 10. USE RESTRICTIONS.

10.1 General Purposes. Except as described in Section 10.4, all of the Units initially created by this Declaration and any additional Units constructed on that portion of the Property described in Article 5 (so long as it remains part of the Condominium) must be used exclusively for residential purposes and normal and customary accessory purposes and by the Declarant for the purposes reserved as Special Declarant Rights. No

commercial uses may be allowed within the Units even if permitted under applicable zoning laws, except as otherwise provided in this Declaration.

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

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

10.4 Use Restrictions. The Property may be used only for residential and related purposes that may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association as may more particularly be set forth in this Declaration and amendments hereto. The Association, acting through its Board, has standing and the power to enforce these standards. The Association, acting through its Board, has authority to make and to enforce standards and restrictions governing the use of the Property and to impose reasonable user fees for use of Common Elements. The regulations and use restrictions are binding upon all Unit Owners, occupants, invitees, and licensees, if any, until and unless overruled, canceled, or modified in a regular or special meeting of the Association.

10.4.1 Business Use for Certain Units. Since Units 104, 106, 107, 108, 109, 110 and 111 have direct access to public streets and not through the Building lobby, the Owners of these Units may conduct any business allowed by the City of Vancouver zoning regulations as long as the business is conducted in strict compliance with all other provisions of this Declaration and all applicable laws.

10.4.2 Smoking Restrictions. For the comfort of all Unit Owners, this Condominium is a restricted smoke free facility. Smoking is prohibited within a presumptively reasonable minimum distance of twenty-five feet from entrances, exits, windows that are open, and ventilation intakes that serve an enclosed area where smoking

is prohibited so as to ensure that tobacco smoke does not enter the area through entrances, exits, open windows, or other means.

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

10.4.4 Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations or use restrictions promulgated by the Board that govern the conduct of Unit Owners and that provide for sanction against Unit Owners also apply to all occupants, guests, and invitees of any Unit. Every Unit Owner shall cause all occupants of the Unit Owner's Unit to comply with this Declaration, the Bylaws, and the rules and regulations adopted by the Board, and is responsible for all violations and losses to the Common Elements caused by their occupants, even if the occupants of a Unit are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws, and the rules and regulations adopted by the Board.

10.4.5 Animals and Pets.

10.4.5.1 No animals, livestock, or poultry of any kind may be raised, bred, or kept on any portion of the Property, except that 2 pets, each less than 50 pounds, may be permitted in a Unit. A Unit Owner may request the Board to waive the weight restriction in this Section by submitting to the Board a written request. It is in the Board of Director's sole and absolute discretion to either approve, or disapprove such request.

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

10.4.5.2 In all cases, those pets that are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Unit owners of other Units, or the owner of any portion of the Property will be removed upon request of the Board; and if the request is not honored, the Board may remove the pet.

10.4.5.3 No pets may be kept, bred, or maintained for any commercial purpose.

10.4.5.4 Dogs must be confined on a leash held by a responsible person at all times they are outside of a Unit.

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

10.4.6 Quiet Enjoyment.

10.4.6.1 No portion of the Property may be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing, or material may be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. Wind chimes, windsocks and theme oriented decorations are not allowed anywhere on the exterior of the Building.

10.4.6.2 No noxious, illegal, or offensive activity may be conducted on any portion of the Property nor may anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There may not be maintained any plant, animal, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly unpleasant, or of a nature that may diminish or destroy the enjoyment of the Property.

10.4.7 Window Coverings. For the purpose of maintaining uniformity of appearance on the exterior of the units and also to ensure protection of the windows, window coverings must be the current window coverings installed in a Unit, or a style and manufacture of not more than 80% closed blind window coverage in the color of brush aluminum or gray, in compliance with the building standard as adopted by the Board.

10.4.8 Lighting. Seasonal decorative lights, may be displayed between Thanksgiving and January 10th. All other exterior lights must be in compliance with the rules adopted by the Board.

10.4.9 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation may be permitted on the exterior of any portion of the Property including, but not limited to, the Limited Common Areas and Common Areas. Exterior

sculptures, fountains, flags, and similar items must be approved by the Board in its sole discretion.

10.4.10Energy Conservation Equipment. No solar energy collector panels or attendant hardware, or other energy conservation equipment may be constructed or installed on any Unit or Limited Common Element unless approved by the Board in its sole discretion.

10.4.11Antennas and Satellite Dishes. Exterior antennas and satellite receivers and transmission dishes are prohibited, except to the extent expressly mandated by rules adopted by the Federal Communication Commission. Specifically, ham radio antennas, satellite dishes one meter or larger, television antennas on masts 12 feet or higher, and multi-point distribution antennas more than one meter or on masts 12 feet or higher are prohibited. To the extent permitted by Federal Communication Commission rules, the Board may allow other exterior antennas and satellite receivers and transmission dishes so long as they are hidden from view from streets, Limited Common Elements and adjoining dwellings. If acceptable-quality signals may be received from more than one location, the antenna or satellite dish must be located in the least visible conforming location. The Board may adopt reasonable rules and regulations governing the installation, safety, placement, and screening of antennas, satellite dishes and other transmission devices. These rules may not unreasonably delay, or increase the cost of, installation, maintenance, or use or preclude reception of a signal of acceptable quality.

10.4.12Business Use.

10.4.12.1 No trade or business may be conducted in or from any Unit, except that a Unit Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. This Section 10.4.12 does not apply to Section 10.4.1.

10.4.12.2 The terms "business" and "trade," as used in Section 10.4.12.1, are to be construed to have their ordinary, generally-accepted meanings, and includes, without limitation, any occupation, work, or activity undertaken on an ongoing

basis that involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefore. The leasing of a Unit shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development and sale of the Property or its use of any Units that Declarant owns within the Property.

10.4.13 Leasing of Units.

10.4.13.1 Leasing and Rental of Units. In the event an Owner is entitled to rent or lease its Unit pursuant to this subsection, any lease or rental of an Owner's Unit is subject to the following provisions.

10.4.13.2 Limitation on Rental Units. With the exception of (a) a mortgagee in possession of a Unit following a default in a mortgage, (b) a foreclosure proceeding, or (c) any deed or other arrangement in lieu of foreclosure, which exceptions terminates upon the mortgagee selling or otherwise transferring such Unit, the number of Units that may be leased or rented at any time cannot exceed a total of 33 maximum rentable units for all 112 Units. Any lease or rental arrangement made after the maximum has been reached will be null and void, and terminable by the Board. In that case, the Board is empowered to commence eviction proceedings, to be awarded and collect reasonable attorneys fees and costs, and to collect rents prior to the property being vacated, with respect to any non-conforming Unit. The Board shall provide a means by which Unit Owners may receive notice and a hearing before the Board with respect to the allocation of the available rental Units in the Condominium. The rental units will be allocated by the Board on an equitable basis for a defined period of years, and in the reasonable discretion of the Board. Prior to entering into any rental or lease arrangement, a Unit Owner must notify the Board of its intent to do so and receive the requisite permission from the Board in the event there is available allocation. The purpose of this subsection is to foster having at least 79 Units that are being owner-occupied, so as to promote and enhance the overall value, peace, quiet, habitability, and enjoyment of the Condominium, and the allocation of rental units will be construed, interpreted and enforced in a manner to promote such purpose. Rental rights are not transferable by a Unit owner. As used in this Section, the terms "rent" or "lease" (or all derivatives and synonyms of them) are interchangeable, and consist of any contractual arrangement, whether oral or written, whether consideration is paid or received, on any basis (periodic or not) for the use or occupancy of a Unit. The terms of this subsection are to be liberally construed and interpreted, so as to effect the intent set forth herein, and are subject to reasonable interpretations of same, as made by the

Board in the reasonable exercise of its discretion. The Declarant, and then the Board after Declarant's control, expires, shall allocate rentals of Units on a first come, first-served basis.

10.4.13.3 General. Subject to the restrictions in Section 10.4.13.2, Units may be rented only in their entirety; no fraction or portion may be rented. No Unit may be subjected to or included in any timeshare program, whether in the nature of a "right to use" club or the sale of fractional fee interests. There can be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board. No transient tenants may be accommodated in a Unit. All allowed leases must be in writing and for an initial term of no less than 1 year, except with the prior written consent of the Board. Notice of any lease, together with such additional information as may be required by the Board, must be given to the Board by the Unit Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of this Declaration, the Bylaws, and the rules and regulations, if any. The Board may adopt additional reasonable rules regulating leasing and subleasing.

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

10.4.13.4.1 Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee agrees to abide and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted by the Board, if any. The Unit Owner agrees to cause all occupants of the Unit Owner's Unit to comply with the Declaration, Bylaws, and rules and regulations adopted by the Board and is responsible for all violations of their occupants and resulting losses or damages caused by the occupants, even if the occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted by the Board. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, the fine will be assessed against the lessee, except, if the fine is not paid by the lessee within the time period set by the Board, the Unit Owner must pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines will constitute a lien against the Unit. Any lessee charged with a violation of the Declaration, Bylaws, and rules and regulations adopted by the Board is entitled to the same procedure to which a Unit Owner is entitled to the imposition of a fine or other sanction.

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

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

ARTICLE 11. SPECIAL DECLARANT AND DEVELOPMENT RIGHTS.

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

11.2 Declarant's Permitted Uses. In addition to the uses otherwise permitted by this Declaration, the Declarant, its agents, employees and contractors may establish and maintain in any Unit owned by the Declarant and in any of the Common Elements (other than Limited Common Elements assigned to Units not owned by the Declarant) facilities, as in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction, sale, or rental of Units and appurtenant interest, including but not limited to business offices, management offices, sales offices, construction offices, storage areas, signs, model units, and parking areas for all agents, employees, contractors, and prospective tenants or purchasers. Any facilities within the Property not designated a Unit by this Declaration or a Limited Common Element is a Common Element and, when the Declarant ceases to be a Unit Owner, the Declarant's rights to use them for the purposes enumerated above will terminate, except that the Declarant has the right to promptly remove all of the Declarant's and its agents' and employees' property from these areas. The Declarant may maintain signs on the Common Elements advertising the Condominium. The provisions of this Section are subject to the provisions of local ordinances. The number, size, location, and relocation of these facilities may be determined from time to time by the Declarant in the exercise of its sole discretion. The maintenance and use of

these facilities must not unreasonably interfere with a Unit Owner's use and enjoyment of the Owner's Unit and Limited Common Elements and those portions of the Common Elements reasonably necessary to use and enjoy the Unit and Limited Common Elements.

11.3 Declarant's Subdivisions and Combinations. The Declarant has the right to subdivide or combine Units owned by the Declarant or convert Units or portions of Units owned by Declarant into Common Elements and in that case the Declarant will not be subject to Sections 5.4, 5.5, 7.2, and 8.3 of this Declaration. Whenever the Declarant exercises a Development Right to subdivide, combine, or convert a Unit into additional Units, Common Elements, or both:

11.3.1 If the Declarant converts the Unit entirely to Common Elements, the amendment to this Declaration must reallocate all of the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation.

11.3.2 If the Declarant subdivides the Unit into two or more Units, whether or not any part of the Unit is also converted into Common Elements, the amendment to this Declaration must reallocate all of the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by the Declarant.

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

11.4 Combination with Larger Project. The Declarant has the right to make this Condominium part of a larger condominium or added to other property by executing and recording amendments to this Declaration and the Survey Maps and Plans, together with the persons holding interests in the other property with which the Condominium is to be merged or added. Upon merger, the Units' Allocated Interests must be reallocated as of the date the amendment to this Declaration is recorded by giving each Unit approximately equal fractional or percentage liability for Common Expenses and by assigning one vote in the Association to each additional Unit.

11.5 Reallocation of Limited Common Elements. The Declarant reserves the right to reallocate Limited Common Elements with respect to and among Units that have not been conveyed by the Declarant with Board or Unit Owner approval. The Declarant must record an amendment to this Declaration and the Survey Maps and Plans, if necessary to effectuate the reallocation.

11.6 Development in Phases.

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11.6.1.1 Right to Phase. This Condominium may be developed and established in more than one phase. This Declaration provides a description of the land within all phases, as set forth in Exhibit A and Exhibit B. The Survey Map and Plans depict and are certified as-built with respect to Phase I; a survey of the surface of the Phase I land; the location of the Phase I buildings; and the Plans of the Phase I Building showing as to each Unit in Phase I the vertical and horizontal boundaries and the location, number and dimensions of such Units. The provisions regarding Phase I will be effective immediately to establish Phase I, including the land and all Units, Buildings and other improvements constructed in Phase I, as a condominium under the Act. The provisions regarding subsequent phases will not be effective to establish subsequent phases as a Condominium under the Act until the Declarant records an amendment to this Declaration, and an amendment to the Survey Map and Plans, if necessary, pursuant to this Declaration and the Act.

11.6.1.2 Amendments to Declaration, Survey Map and Plans to Add Buildings. For each phase following the first phase, the Declarant must execute and record an amendment to this Declaration stating that the subsequent phase, including all Units, Buildings and other improvements in the subsequent Phase, are established as a Condominium under the Act. From and after the recording of this amendment, all of the Units, Building and other improvements constructed on the Property will constitute a single condominium pursuant to the Act and the provisions of this Declaration. In conjunction with the amendment to the Declaration, an updated or revised Survey Map and Plans, must be recorded if the then existing Survey Map and Plans and all recorded amendments affecting or describing the subsequent phase lack the detail, certification or other matters required under the Act. The Declarant will be the initial Unit Owner of any Units created in the subsequent Phase. The amendment to the Declaration must assign an identifying number to each new Unit created and reallocate the Allocated Interests among all of the Units in accordance with the formula in Section 11.6.1.3. The amendment must describe any Common Elements and any Limited Common Elements and, in the case of Limited Common Elements, designate the Unit to which each is allocated to the extent required by the Act. Development Rights may be reserved within any real property added to the Condominium if the amendment and Survey Map and Plans adding that real property includes all matters required by the Act, but this reservation will not extend the time limit upon the exercise of Development Rights imposed by this Declaration.

11.6.1.3 Adjustments of Allocated Interests. The Allocated Interests assigned to the Units must be adjusted by the means described in Article 6 as of the date the amendment referred to in Section 11.6.1.2 is recorded.

11.6.1.4 Assessments Based on Allocated Interests for Phases.

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

11.6.2 Easements for Phased Development. The Declarant reserves a nonexclusive easement upon, over, under and across all land comprising this Condominium for ingress and egress and the right to extend, expand and tie into all driveways, parking areas and sidewalks, and water, sewer, storm sewer, electrical, gas, telephone or other utility lines for the benefit of other property owned by Declarant.

11.7 Limitations Upon Special Declarant and Development Rights.

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

11.7.2 Initially, this Condominium includes 112 Units. The total number of Units in any Building which may be added by the Declarant following the date of this Declaration is recorded is 196 Units.

11.8 No Sequence or Timing Constraints. Any Development or Special Declarant Right in this Article 11 may be exercised with respect to different parcels or portions of the property described in Exhibits A and B at different times, and no assurances are made as to final boundaries of the parcels or as to the order in which the property may be subjected to the exercise of each Development and Special Declarant Right. Even though a Development or Special Declarant Right is exercised in any portion of the property that is subject to that right, that right need not be exercised in all or in any other portion of the property.

11.9 Termination of Development Rights. Unless there is an exception, the Development Rights and Special Declarant Rights will continue until the Declarant voluntarily terminates any or all of the Development Rights and Special Declarant Rights at any time by recording an amendment to the Declaration that specifies which right is thereby terminated.

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

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

ARTICLE 12. ASSOCIATION.

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

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

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

12.4 Authority of Association.

12.4.1 Enumerated Powers. The Association, acting by and through the Board, or a Manager who the Board appoints, for the benefit of the Condominium and the Unit Owners, shall enforce the provisions of this Declaration and of the Bylaws and has all powers and authority granted to the Association under and subject to the Act and this Declaration, including, without limitation, the right and authority to:

- (a) Adopt and amend Bylaws, rules, and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments from Unit Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;

- (d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;
- (g) Cause additional improvements to be made as a part of the Common Elements;
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, which is a part of or adjacent to the Property, but Common Elements may be conveyed or subject to a security interest only in compliance with this Declaration;
- (i) Grant permits, easements, leases, licenses, and concessions through or over the Common Elements for utilities, roads and other purposes necessary for the proper operation of the Condominium, as well as petition for or consent to the vacation of streets and alleys;
- (j) Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements (other than Limited Common Elements) and for services provided to Unit Owners;
- (k) Impose and collect charges for the late payment of Assessments and, after notice and an opportunity to be heard by the Board or by a representative designated by the Board and, in accordance with the procedures in this Declaration, or Bylaws, or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the Unit Owners for violations of this Declaration, Bylaws, and rules and regulations of the Association;
- (l) Impose and collect reasonable and lawful charges for the preparation and recording of amendments to this Declaration,

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resale certificates (and updates) and statements of unpaid Assessments;

- (m) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;
- (n) Assign its right to future income, including the right to receive Assessments, but only to the extent this Declaration so provides;
- (o) Exercise any other powers conferred by the Act, this Declaration or the Bylaws;
- (p) Exercise all other powers that may be exercised in the State of Washington 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 and Limited Common Element, its appurtenances and appliances if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or to preserve the appearance and value of the Condominium, and the Unit Owner has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair has been delivered by the Board to the Unit Owner; and the Board shall levy a special charge against the Unit of such Unit Owner for the cost of the maintenance or repair; and
- (s) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part of the Property that is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of a lien, they will be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorneys fees) incurred by the Board because the lien or liens will be specially charged against the Unit Owners and the Units responsible to the extent of their responsibility.

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12.4.2 Limitations upon Capital Expenditures. The Board's enumerated powers in this Declaration and the Act is limited in that the Board has 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 \$40,000, without first obtaining the affirmative vote of a majority of Unit Owners at a meeting called for that purpose, or if no meeting is held, then the written consent of a majority of Unit Owners. Any expenditure or contract for each capital addition or improvement in excess of \$100,000 must be approved by Unit Owners having not less 80% of the Total Voting Power.

12.4.3 Limitations upon Business Activities. The Association authority to conduct an active business for profit on behalf of all of the Unit Owners or any of them.

12.4.4 Termination of Contracts and Leases. If before the initial Board elected by the Unit Owners takes office, the Declarant enters into (a) any employment contract, or lease of recreational or parking areas, or facilities, (b) any other management contract between the Association and the Declarant or an affiliate of the Declarant, or (c) any contract or lease that is not bona fide or that was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing, then any of these contracts or leases may be terminated without penalty by the Association at any time after the Board elected by the Unit Owners takes office upon not less than 90 days' notice to the other party or within a lesser notice period provided for without penalty in the contract or lease. This Section does not apply to any lease, if the termination would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this Section. This Section does not apply to any management contract entered into by the Declarant that cannot be terminated by the Association while the Declarant still has control of the Association unless the termination is approved by the Declarant.

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

from proceeding to enforce lienor's rights against any Unit and the Allocated Interest in the Common Elements appurtenant to the Unit not so paid, satisfied, or discharged.

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

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

12.7 Voting.

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

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

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

12.8 Management by Board. The Board must act on behalf of the Association.

12.9 Limitation of Board's Liability. Except and to the extent covered by insurance, the members of the Board will not be liable for any service to be obtained and paid for by the Board or for injury or damage to person or property caused by the elements or by another Unit Owner or person in the Condominium or resulting from the flow of electricity, water or gas from outside or from any parts of the Building or from any of its pipes, drains, conduits, appliances or equipment or from any other place. No diminution or abatement of Assessments can be claimed or allowed for inconveniences or discomfort arising from making of repairs or improvements to the Common Elements or from any action taken to comply with any law, ordinance or orders of governmental authorities. The Board and Manager are not responsible to Unit Owners for loss or damage by theft or otherwise of articles that may be used or stored by Unit Owners on the Property or in the Units.

12.10 No Personal Liability for Decisions. A Director of the Association will not be personally liable to the Association or its members for monetary damages for conduct as a Director, except for liability of the Director (i) for acts or omissions that involve intentional misconduct by the Director or a knowing violation of law by the Director, or (ii) for any transaction that the Director will personally receive a benefit in money, property or services to which the Director is not legally entitled. If the law is amended to authorize corporate action further eliminating or limiting the personal liability of Directors, then, the liability of a Director of the Association will be eliminated or limited to the fullest extent permitted by law, as amended.

12.11 Indemnification. The Association has the power and authority but not the obligation to indemnify the Board members and officers of the Association, either existing or former, who may be party to any proceeding by reason of being or having served in that capacity on behalf of the Association, against any judgment, penalties, fines, settlements and reasonable expenses including legal fees actually incurred by the Board member or officer in connection with the proceedings, to the fullest extent provided in RCW 23B.08.500, *et seq.*, and RCW 24.03.043, or any amendments or restatements. The Association also has the power and authority but not the obligation to provide indemnification to any employee or agent of the Association to the fullest extent allowed by law.

12.12 Arbitration. In the event of a dispute among the Unit Owners that cannot be resolved through the voting procedures provided for under the Declaration and the Act, or by mere compliance with the provisions of the Declaration and the Act, the dispute must be brought before an arbitrator in an arbitration proceeding. The proceeding must be conducted as expeditiously as possible and in accordance with the rules of the JAMS Arbitrators and Mediators. The arbitrator will be appointed by the Board. If the Board does not appoint or approve, then any Unit Owner may cause the appointment of an arbitrator by appropriate petition to the Clark County Superior Court. The arbitrator must be neutral and independent and be an attorney licensed to practice law in the State of Washington and have reasonable prior experience with condominium law and practice. All of the costs associated with the arbitration proceeding must be paid by the Association as a Common Expense; except that the legal fees of any attorney retained by an individual Unit Owner must be paid by that Unit Owner. The ruling of the arbitrator must be consistent with the Declaration and the Act, but otherwise will be final and binding upon the Unit Owners.

12.13 Association's Records and Funds.

12.13.1 Records and Audits. The Association must keep financial records sufficiently detailed to enable the Association to provide resale certificates. The Association must keep current copies of the Declaration, the Association's Articles of Incorporation, Bylaws, and rules and regulations. All financial and other records, including, but not limited to, checks, bank records and invoices, are the property of the Association. All of the items referred to in this Section and the Association's books, records, and financial statements must be made available for examination and copying by the Manager, a Unit Owner, a Unit Owner's authorized agents, and all Mortgagees during normal business hours upon request. At least annually, the Association must prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. Since this Condominium consists of 50 or more Units, the financial statements of the Condominium must be audited at least annually by a certified public accountant.

12.13.2 Name of Accounts. The funds of the Association must be kept in accounts under the name of the Association.

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

12.13.4 Reserve Funds. Any reserve funds of the Association must be kept in a segregated account and any transaction affecting the funds, including the issuance of checks, requires the signature of at least 2 persons who are officers or directors of the Association.

ARTICLE 13. ASSESSMENTS.

13.1 Unit Owner's Obligations. Each Unit Owner is obligated to pay its share of Assessments for Common Expenses and other special charges made pursuant to the Act, this Declaration and the Bylaws to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner that the Board designates. The Assessments may include a portion of the Vancouvercenter assessments payable by the owner of Unit 1A of the Vancouvercenter Condominium as determined by the owner of Unit 1A of the Vancouvercenter Condominium. No Unit Owner may exempt itself from liability for payment of Assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Unit Owner's Unit.

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13.2 Common Expenses. Common Expenses shall include:

- (a) Expenses of administration;
- (b) Expenses associated with the operation, maintenance, repair, replacement, and landscaping of Common Elements and Limited Common Elements;
- (c) Expenses associated with the operation, maintenance, repair, and replacement of any Common Elements that the Declarant has the right to convert to Limited Common Elements and incurred prior to the conversion being effective;
- (d) Expenses associated with the operation, maintenance, repair, and replacement of that portion of the Property that is subject to Development Rights;
- (e) Cost of insurance or bond required by the Act, this Declaration, and the Bylaws or as obtained at the direction of the Board;
- (f) Bills for any utility services furnished to the Common Elements;
- (g) Any general operating reserve established by the Board from time to time;
- (h) Reserves for replacements and deferred maintenance established by the Board from time to time;
- (i) Any deficit in Common Expenses for any prior period; and
- (j) Any other items properly chargeable as expenses of the Association.

13.3 Budget. The Board must prepare a budget for the Association at least once annually, estimate the Common Expenses expected to be incurred, plus any previous underassessment and less any previous overassessment, and assess the Common Expenses to each Unit in proportion to the Unit's Allocated Interest set forth in this Declaration. Within 30 days after adoption of any proposed budget for the Condominium, the Board will provide a summary of the budget to all the Unit Owners and set a date for a meeting of the Unit Owners to consider ratification of the budget. This date cannot be less than 14 or more than 60 days after mailing of the summary. Unless at that meeting the Unit Owners of Units to which a majority of the votes in the Association are allocated reject the budget,

the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners will continue until the Unit Owners ratify a subsequent budget proposed by the Board.

13.4 Reserve Funds. In establishing its regular budget of Common Expenses and Assessments, the Board may make provision for creating, funding and maintaining reasonable reserves for contingencies and operations and for the maintenance, repair, replacement and acquisition of Common Elements and Limited Common Elements. These provisions must take into account any expected income and any surplus available from the prior year's operating fund. The reserve must also be sufficient to cover any deductible amounts that are included in the casualty and any flood insurance policy for the Condominium obtained by the Association. The Board must calculate the contributions to the reserve fund so that there are sufficient funds to replace or perform a major repair, to each Common Element covered by the fund at the end of the estimated useful life of each Common Element. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any Unit Owner's Assessment), the Board may at any time levy a further Assessment. Similarly, if the sum estimated and budgeted, and being collected or has already been collected, at any time proves excessive, the Board may reduce the amount being assessed or apply existing funds (in excess of current needs and required reserves) against future Assessments or refund such excess funds.

13.5 Commencement of Assessments. Assessments will commence as determined by the Board. Until the Board determines and charges an Assessment, the Declarant must pay all Common Expenses. After the Board has determined and made any Assessment, Assessments must be made against all Units, based on their Allocated Interests for Common Expense liability and the budget ratified by the Association except that for Units owned by the Declarant designated for sale, those Units will be assessed only their pro-rata share based on its Allocated Liability in Section 6, of the expenditures made by or financial liabilities of the Association, together with any allocation to reserves.

13.6 Allocation of Assessments.

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

13.6.2 Limited Common Element Expenses. Any Common Expenses associated with the operation, maintenance, repair, or replacement of a Limited Common

Element must be assessed against the Units to which that Limited Common Element is assigned. If a Limited Common Element is assigned to more than one Unit, those Units will share such Assessment equally.

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

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

13.6.5 Utility Costs. The Board may elect that the costs of a utility be assessed in proportion to usage by providing separate meters to gauge the usage, or if meters cannot be installed, through other reasonable means to determine the increased cost attributable to the usage.

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

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

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

ARTICLE 14. ASSOCIATION'S RIGHTS AND REMEDIES.

14.1 Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration, the Bylaws, and rules and regulations adopted by the Board, as may be lawfully amended from time to time, and with all decisions adopted under to this Declaration, the Bylaws, and rules and regulations, if any. Failure to comply is grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Unit Owners), or by the aggrieved

Unit Owner on its own against the party (including a Unit Owner or the Association) failing to comply.

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

14.2.1 Each Unit has a portion of the HVAC System (manifold) that is connected to risers linked to other Units. It may be necessary for the Manager to access the Units to make any necessary repairs. Each Unit Owner must grant access to the Manager upon request to make the repairs. If the Unit Owner expects to be vacant from its Unit for more than a week, the Unit Owner must leave its key with the Manager to allow entry for the repair work. If the Unit Owner fails to leave its key or refuses to allow entry, the Manager may obtain access with the assistance of a locksmith or through other means and the cost of this entry and the cost to repair any damage caused by this entry will be assessed against that Unit Owner. In the event of an emergency, Section 14.2 applies.

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

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

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

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

14.7 Lien for Assessments.

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

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

14.7.3 Recording as Notice. Recording this Declaration constitutes record notice and perfection of the Association's lien for Assessments. While no further recording of any claim of lien for Assessment under this Section is 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 Clark County. The recording shall not constitute a written notice of delinquency to a Mortgagee.

14.7.4 Judicial Foreclosure. The Association's lien may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12. The Association or its authorized representative has 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 will be 8 months. Nothing in this Section will prohibit the Association from taking a deed in lieu of foreclosure.

14.7.5 Receiver. From the time of commencement of a judicial action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Unit Owner, the Association will be entitled to the appointment of a receiver to collect from the lessee 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

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Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys fees, then to the cost of refurbishing the Unit, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this Section, and a receiver cannot be appointed less than 90 days after the delinquency. The exercise by the Association of the foregoing rights does not affect the priority of preexisting liens on the Unit.

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

14.7.7 Lien Survives Sale. The Association's Assessment lien will not be affected by the sale or transfer of a Unit except in the event of sale by foreclosure, trustee's sale, or contract forfeiture. A foreclosure, trustee's sale, or contract forfeiture shall extinguish the Association's Assessment lien for all Assessments due and payable prior to the date of the foreclosure, trustee's sale, or forfeiture, except if the Association has priority under Section 14.7.2, but in doing so does not relieve subsequent Unit Owners of the foreclosed Unit from paying future Assessments.

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

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

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ARTICLE 15. ORDINARY MAINTENANCE AND REPAIR.

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

15.2 Limited Common Elements. Limited Common Elements are for the sole and exclusive use of the Units to which they are reserved or assigned and each Unit Owner must, at its sole expense, keep its Limited Common Elements in good order, condition, and repair. The use, condition, and appearance of the Limited Common Elements may be regulated by the Board as follows:

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

15.2.2 Performance of Work. The Association may maintain and repair the Limited Common Elements and charge that cost under Section 13.6.2.

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

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

ARTICLE 16. INSURANCE.

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

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- (a) Property insurance on the entire Condominium, including the Units, the Common and Limited Common Elements, and fixtures, building service equipment and common furniture, fixtures, and supplies owned by the Association, and that may, but need not, include equipment, improvements, and betterments in a Unit installed by the Declarant or the Unit Owners unless required by Mortgagees, insuring against all risks of direct physical loss normally insured against under a standard fire and extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by a standard "all risk" endorsement. The total amount of insurance after application of any deductibles must not be less than on 100% of the current replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from casualty policies and subject to deductibles. The policy must contain a construction code endorsement to the extent the applicable building codes require changes to undamaged portions of the Condominium when only a part of the Condominium is destroyed by an insured hazard, and, when deemed appropriate by the Board or any Mortgagee, a boiler and machinery breakdown coverage endorsement that provides for the insurer's minimum liability per accident of at least the lesser of (a) \$2,000,000, or (b) the insurable value of the Buildings.
- (b) Comprehensive general liability insurance for the Condominium that provides coverage for bodily injury and property damage resulting from the operation, maintenance or use of the Common Elements in an amount of at least \$1,000,000 for any single occurrence and that contains a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of the negligent act of the Association or other Unit Owners;
- (c) Workers' compensation insurance to the extent required by applicable laws;
- (d) If required by the Board or any Mortgagee, a fidelity bond naming the members of the Board, the Manager and its employees, and such other persons as may be designated by the Board as principals and the Association as obligee, in an amount at least equal to the greater of (i) 3 months' aggregate Assessments for all Units plus reserves, or (ii) the maximum funds that are expected to be within the Association's custody

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or control. The bond must contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression. The bond must cover all persons who handle or are responsible for funds that the Association holds or administers, whether or not such person receives compensation for services and must name the Association as the obligee. The bond must cover the maximum funds that will be in the custody of the Association at any given time during the period in which the bond is enforced. Additionally, the Board must ensure that any Manager is covered by its own fidelity bond paid for by the Association;

- (e) Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable;
- (f) If any portion of the Condominium is in a special flood hazard area, a master or blanket policy of flood insurance equal to the lesser of
 - (i) 100% of the insurable value of the Condominium, or (ii) the maximum coverage available under the appropriate National Flood Insurance Administration program, and subject to deductible amount; and
- (g) Such other insurance as the Board deems advisable. The Association must continuously maintain in effect such property, 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 agencies involved in the secondary mortgage market, so long as any agency is a Mortgagee or Unit Owner of a Unit within the project, except to the extent such coverage is not available or has been waived in writing by such agency.

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

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16.3 Required Provisions. Insurance policies carried pursuant to this Article16 must:

- (a) Provide that the Association is the named insured, and that each Unit Owner is an insured under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association;
- (b) Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Unit Owner of any Unit or their respective agents, employees or tenants, and members of their household, and of any defenses based upon coinsurance or upon invalidity arising from the acts of the insured;
- (c) Provide that no act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy;
- (d) Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer will not be affected by, and the insurer cannot claim any right to set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for a Unit Owner or any Mortgagee;
- (e) Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option is not exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law; and that insurance trust agreements will be recognized;
- (f) Contain standard mortgagee clauses that name Mortgagees and their successors and assigns. Provide at least 10 days' prior written notice to the insureds before the policy may be canceled or substantially modified. Contain no provision (other than insurance conditions) that will prevent Mortgagees from collecting insurance proceeds; and

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- (g) Contain, if available, an agreed amount and inflation guard endorsement.

16.4 Claims Adjustment. Any loss covered by the property insurance under this Article must be adjusted with the Association, and each Unit Owner, by acquiring a Unit subject to this Declaration, appoints the Association as the Unit Owner's attorney-in-fact for that purpose. The insurance proceeds are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association must hold any insurance proceeds in trust for the Unit Owners and lienholders as their interests may appear. Subject to the provisions of the Act, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or the Condominium is terminated. In the event there is a surplus of proceeds, the first mortgagee has priority to the proceeds up to their interest.

16.5 Unit Owner's Insurance Requirements. The Association has no responsibility to procure or assist in procuring property loss insurance for any Unit Owner for (a) damage to a Unit, as defined in Section 5.3.1 or Limited Common Elements not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage is one not normally covered by fire and property loss insurance policies with extended coverage endorsement); or (b) for any damage or loss to the Unit Owner's personal property. Unit Owners are responsible for purchasing insurance policies insuring their Units and appurtenant Limited Common Elements for the deductible amount under the Association's policies and for insuring their Units as defined in Sections 1.24 and 5.3.1 and personal property for any loss or damage. Proof of this insurance coverage must be provided to the Association's secretary by the Unit Owner upon the closing of the purchase of the Unit and at any other time upon request of the Association. The Board must notify all Unit Owners of the amount of the deductible under the Association's policies. To the extent reasonably practicable, the Board shall give at least 30 days' notice to the Unit Owners of any increase in the deductible proposed in renewal or replacement insurance policies. Each Unit Owner must procure and maintain comprehensive liability policies having combined limits of not less than \$250,000 for each occurrence. This insurance must provide coverage for, without limitation, the negligent acts of the Unit Owner, its tenants, guests and other occupants of the Unit for damage to the general and limited common elements and other Units and the personal property of others located in the Units.

16.6 Certificate. An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may

not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of RCW Ch. 48.18 pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer cannot modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

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

ARTICLE 17. REPAIR OF SIGNIFICANT DAMAGE.

17.1 Definitions. As used in this Article, the term "Significant Damage" means damage or destruction, whether or not caused by casualty, to any part of the Property that the Association is responsible to maintain or repair (a) for which funds are unavailable in the maintenance and repair or contingency budgets of the Association to make timely repairs, and (b) that has a significant adverse impact on the habitability of any Unit or the ability of a Unit Owner or Owners to use the Property or any significant portion of the Property for its intended purpose. As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the Building or improvement that suffered Significant Damage to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to the then applicable governmental rules and regulations or available means of construction may be made. As used in this Article 17, the term "Emergency Work" means the work the Board deems reasonably necessary to avoid further damage, destruction, or substantial diminution in value to the improvements and to reasonably protect the Unit Owners from liability arising out of the condition of the Property.

17.2 Initial Board Determinations. In the event of Significant Damage to any part of the Condominium, the Board must promptly, and in all events within 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 to employing such advice as the Board deems advisable:

- (a) The nature and extent of the Significant Damage, together with an inventory of the improvements and property directly affected;

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

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

17.4 Duty to Restore. Any portion of the Condominium for which insurance is required under this Article that has Significant Damage must 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) 80% of the Unit Owners, including every Unit Owner of a Unit or assigned Limited Common Element that will not be Repaired, vote not to Repair. Even if the Significant Damage is not to be Repaired, the Board still has authority to perform Emergency Work. The cost of Repair and Emergency Work in excess of insurance proceeds and reserves is a Common Expense.

17.5 Board's Authority. Without limiting the rights and powers of the Board generally, if the Board is to Repair any damage to the Property, the Board has the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to make the Repair. The Board may authorize the insurance carrier to proceed with Repair upon satisfaction of the Board that the work will be appropriately carried out. The Board may enter into a written agreement with any reputable firm or institution or trust or escrow company to engage such financial institution to act as an insurance trustee to adjust and settle any claim for a loss in excess of \$50,000, or for that firm or institution to collect the insurance proceeds

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and carry out the provisions of this Article. In the event of a decision to terminate the Condominium and not to Repair, the Board may expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for Emergency Work and the remaining funds, if any, and the Property will be held and distributed as provided in the Act.

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

ARTICLE 18. CONDEMNATION.

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

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

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

18.4 Association to Represent Unit Owners. The Association must represent the Unit Owners in any proceedings, negotiations, settlement, or agreements regarding the condemnation of any part of the Condominium, and any condemnation proceeds will be payable to the Association for the benefit of the Unit Owners of affected Units and their Mortgagees. By acquiring Units subject to this Declaration, each Unit Owner appoints the Association as its attorney-in-fact for those purposes. Should the Association not act on the Unit Owners' behalf in a condemnation process, the affected Unit Owners may individually or jointly act on their own behalf.

18.5 Condemnation Awards. In the event all or any portion of the Common Elements are acquired by condemnation or under threat of condemnation, the condemnation award may be utilized by the Association to acquire, to the extent possible, comparable replacement areas and facilities. In the event the Association is unable to obtain comparable replacement areas and facilities within a period of 9 months from the date the Association received the condemnation award or monies paid to the Association under threat of condemnation, the Association shall pay jointly to any Unit Owner and the Mortgagee holding the Mortgage on that Unit, if any, a pro rata share of said condemnation award or monies received attributable to that Unit; except that, the first mortgagee has priority up to its interest.

18.6 Recording of Judgment. The court judgment must be recorded in Clark County, Washington.

ARTICLE 19. PROTECTION OF MORTGAGEES.

19.1 Change in Manager. If the Association employs professional management, at least 30 days' notice of any contemplated change in the professional manager must be given to any Eligible Mortgagee. The Association cannot elect to terminate professional management and assume self-management without the prior written approval of 67% of the Unit Owners and 51% of all Eligible Mortgagees; except that prior consent will not be required to change from one professional manager to another professional manager.

19.2 Retention of Common Elements. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association

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cannot, without the prior written approval of 67% of all Eligible Mortgagees and 80% of the Unit Owners, seek by act or omission to encumber, sell or transfer any of the Common Elements.

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

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

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

- (a) That the Unit Owner/Mortgagor of the Unit has for more than 60 days failed to meet any obligation under the Condominium documents, including paying assessments;
- (b) Of all meetings of the Association and be permitted to designate a representative to attend all meetings;
- (c) Of any condemnation loss or a casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage;
- (d) Of any lapse, cancellation or material modification of insurance policies maintained by the Association; and
- (e) Of any proposed action that requires the consent of a specified percentage of Mortgagees.

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

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

- (a) Select insurance carriers that meet the Mortgagees' required Best's and financial size ratings;
- (b) Cause any insurance carrier to include in the insurance policy a standard mortgage clause, naming any Mortgagee who makes written request to the Board to be so named;
- (c) Furnish any Mortgagee with a copy of any insurance policy or evidence of it that is intended to cover the Unit on which the Mortgagee has a lien;
- (d) Require any insurance carrier to give the Board and any and all insureds (including such Mortgagees) at least 30 days' written notice before canceling, reducing the coverage or limits, or otherwise substantially modifying any insurance with respect to the Property on which the Mortgagee has a lien (including cancellation for a premium nonpayment);
- (e) Not make any settlement of any insurance claims for loss or damage to any Unit, Common or Limited Common Element exceeding \$5,000 without the approval of the Mortgagee; provided, that the withholding of such approval must not be unreasonable or in conflict with the requirements of the Act;
- (f) Give the Mortgagee written notice of any loss or taking affecting Common Elements, if the loss or taking exceeds \$10,000;
- (g) Give the Mortgagee written notice of any loss, damage or taking affecting any Unit or Limited Common Elements in which it has an interest, if the loss, damage or taking exceeds \$1,000;
- (h) Provide that any reference to a Mortgagee in such policy means and includes any holders of Mortgages of any Unit or Unit lease, in their respective order and preference, whether or not named in the Policy;
- (i) Provide that the insurance applicable to the interest of any Mortgagee may not be invalidated by any act or neglect of the Board or Unit Owners or any persons claiming under any of them; and

- (j) Waive any provision invalidating the 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.

19.7 Inspection of Books. Unit Owners and Mortgagees, as well as insurers and guarantors of any Mortgage on any Unit, are entitled to inspect during all normal business hours all of the books and records of the Association, including current copies of this Declaration, the Association's Articles of Incorporation, Bylaws, and other rules and regulations governing the Condominium, and other books, records, and financial statements of the Association (within a reasonable time following request). Upon written request of any holder, insurer, or guarantor of a first Mortgage at no cost to the party so requesting, to receive an annual audited financial statement of the Association within 120 days following the end of any fiscal year of the Association.

19.8 Approvals of Decisions. Unless 67% of the Eligible Mortgagees have given their prior written approval, the Association is not entitled to do any of the following:

- (a) By act or omission seek to abandon or terminate the Condominium;
- (b) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements that are owned, directly or indirectly, by the Association for the benefit of Unit Owners; except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property will not be deemed a transfer within the meaning of this clause;
- (c) Change voting rights or the method of determining the obligations, assessments, dues or other charges that may be levied against the Units or the Unit Owners;
- (d) Fail to maintain fire and extended coverage insurance on insurable portions of the Common Elements on a current replacement cost basis in an amount not less than 100% of insurable value based on the then current replacement costs, or fail to maintain any other insurance or endorsement thereto then required by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, if applicable;
- (e) Use hazard insurance proceeds for losses to any of the Property for other than the repair, replacement or reconstruction of improvements,

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except as provided in the Act in cases of substantial losses to the Property;

- (f) Alienate all or any portion of the Common Elements; and
- (g) Amend this Declaration to change the ratio of assessments, hazard insurance proceeds or condemnation awards attributable to Unit Owners, or the pro rata share of any Unit Owner in the Common Elements.

19.9 Approvals of Amendments. Any amendment to a provision of this Declaration establishing, providing for, governing or regulating the following requires the consent of 51% of the Eligible Mortgagees:

- (a) Increases in Assessments that raise the previously assessed amount by more than 25%, or any amendments to Assessment liens or the priority of Assessment Liens;
- (b) Reductions in reserves for maintenance, repair, and replacement of Common Elements;
- (c) Responsibility for maintenance and repairs;
- (d) Convertibility of Units into Common Elements or vice versa;
- (e) Except pursuant to exercise of a Development Right set forth in this Declaration, expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium (exercise of a Development Right does not require approval by the Eligible Mortgagees);
- (f) Hazard or fidelity insurance requirements;
- (g) Imposition of any restrictions upon the leasing of Units;
- (h) Imposition of any restrictions on a Unit Owner's right to sell or transfer its Unit;
- (i) A decision by the Association to establish self-management if professional management had been required previously by the Condominium's documents or by an Eligible Mortgagee;

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- (j) Restoration or repair of the Condominium (after a damage or partial condemnation) in a manner other than that specified in this Declaration; or
- (k) Any provisions that expressly benefit Mortgage holders, insurers, or guarantors.

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

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

19.12 HUD/VA Provisions. The following requirements of HUD or VA (collectively "HUD/VA") controls, over any other provision in this Declaration, if applicable:

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

19.12.2 Mortgagees are not required to collect assessments.

19.12.3 Failure to pay assessments will not constitute default under any insured Mortgage.

19.12.4 Approval by Owners representing at least 67% of the Total Voting Power in the Association is required to amend this Declaration. Amendment of this Declaration related to the annexation of additional properties, mergers, consolidations, mortgaging common areas, dissolution and amendment of the Articles of Incorporation also requires prior approval by HUD/VA as long as the Declarant has control of the Association.

19.12.5 The dedication of Common Elements to an entity other than the Association requires prior approval by HUD/VA as long as the Declarant has control of the Association.

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19.12.6 If ingress or egress to any Unit is through Common Elements, any conveyance or encumbrance of that area is subject to the Unit Owner's easement.

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

19.12.8 Absolute liability is not imposed on Unit Owners for damage to Common Elements or any other areas within the Property.

19.12.9 Dedication of Common Elements and amendment of this Declaration require prior approval by HUD/VA before the Declarant has transferred control under Chapter 64.34 RCW.

19.12.10 Declarant intends that this Declaration and the Articles and Bylaws does or will comply with HUD certification requirements incorporated in this Declaration as set forth in HUD Form 4150.1 REV 1 (2/90), as contained in the U.S. Department of Housing and Urban Development publication entitled Valuation Analysis for Home Mortgage Insurance, February, 1990, Handbook 4150.1 REV 1, pages 11-23 and 11-24, or as referenced in Chapter 11 and HUD Handbook 4135.1 REV 2, Appendix 9, and that there is no provision in the covenants that conflicts with the HUD requirement that the Common Elements must be conveyed to the Association free and clear of all encumbrances before HUD insures the first Mortgage. In the event of any conflict between the HUD Certification and all revised and amended Declarations (as set forth on page 1), Articles, or Bylaws, the provisions of the HUD Certification shall prevail.

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

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

19.13 Notice to the Association. Upon request, each Unit Owner is obligated to furnish to the Association the name and address of the holder of any Mortgagee encumbering such Unit owner's Unit.

19.14 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action will be deemed to have

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approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request if the request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

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

ARTICLE 20. AMENDMENTS.

20.1 Regulatory Amendments. Until Declarant's control is terminated as described in Article 6 of the Bylaws, Declarant has the right to amend this Declaration or any governing document of the Association in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans Affairs, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Washington, or any corporation wholly owned, directly or indirectly, by the United States or the State of Washington which insures, guarantees or provides financing for this Condominium. After the termination of Declarant's control, any amendment requires the approval of a majority of the Owners of the Association voting in person, by proxy, or by ballot at a meeting or ballot meeting of the Association at which a quorum is represented.

20.2 In General. Except in cases of amendments that may be executed solely by the Declarant, the Association, or certain Unit Owners, as otherwise stated in this Declaration as requiring a different percentage, this Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Unit Owners of Units holding at least 67% of the Total Voting Power.

20.3 Execution. Amendments to this Declaration required by the Act to be recorded by the Association must be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

20.4 Recording. Every amendment to this Declaration must be recorded in Clark County, Washington, and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to this Declaration and each previously recorded amendment. All amendments

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR PARKVIEW
AT VANCOUVERCENTER, A CONDOMINIUM - 54

adding Units shall contain a cross-reference by recording number to the Survey Maps and Plans relating to the added Units and set forth all information required by the Act.

20.5 General Limitations. Except to the extent expressly permitted or required by other provisions of the Act or this Declaration, no amendment may create or increase any Development or Special Declarant Rights, increase the number of Units, or change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Unit Owner of each Unit particularly affected and the Unit Owners of Units to which at least 90% of the votes in the Association are allocated other than the Declarant; but if this Declaration permits a lesser percentage for a more specific action, including but not limited to subdividing a Unit into additional Units or incorporating a Common Element into a Unit (which specific actions may qualify as increasing the number of Units or changing the boundaries of a Unit), the lesser percentage set forth in this Declaration for the more specific action shall apply.

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

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

20.8 Survey Maps and Plans Amendment. The Survey Maps and Plans may be amended by revised versions or revised portions to effect in an amendment to this Declaration. Copies of any the proposed amendment to the Survey Maps and Plans must be made available for the examination of every Unit Owner. The amendment to the Survey Maps and Plans will also be effective, once properly adopted, upon recordation with the Clark County Auditor in conjunction with this Declaration amendment.

ARTICLE 21. TERMINATION.

21.1 General. Except in the case of a taking of all of the Units by condemnation, this Condominium may be terminated only by agreement of the Unit Owners of Units to which at least 80% of the Total Voting Power is assigned. This vote must be evidenced by the execution of a termination agreement in the same manner as a deed by the requisite number of Unit Owners, and this agreement must specify a date after which it will be void unless it is recorded before that date and must contain a description of the manner in which

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR PARKVIEW
AT VANCOUVERCENTER, A CONDOMINIUM - 55

the creditors of the Association will be paid or provided for. No termination will be effective until the termination agreement is recorded. The termination agreement may provide that the Property must be sold following termination in the manner and with the consequences prescribed by the Act. If the Property is not sold following termination, title shall vest in the Unit Owners upon termination as tenants in common with the Unit Owners' respective undivided interests to be allocated as provided in the Act.

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

ARTICLE 22. CONSTRUCTION AND INTERPRETATION.

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

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

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

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

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

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR PARKVIEW
AT VANCOUVERCENTER, A CONDOMINIUM - 56

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

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

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

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

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

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

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR PARKVIEW
AT VANCOUVERCENTER, A CONDOMINIUM - 57

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

22.12 Costs Including Attorneys Fees for Enforcement of Declaration. In the event a suit, proceeding, arbitration or action of any nature whatsoever is instituted, including without limitation any proceeding under the U.S. Bankruptcy Code, or the services of any attorneys are retained to enforce any term, condition, or covenant of this Declaration, or to procure an adjudication, interpretation or determination of the rights of the parties under this Declaration, the prevailing party is entitled to recover from the other party, in addition to any award of costs or disbursements provided by statute, reasonable sums as costs, including attorneys fees and other costs and expenses, including paralegals', accountants, and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such suit, proceeding, or action, including appeal or bankruptcy proceeding, which sum shall be included in any judgment or decree entered therein and such amounts awarded shall be in addition to all other amounts provided by law.

ARTICLE 23. SECURITY.

The Association may, but is not obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. NEITHER THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, THE DECLARANT, OR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, THE DECLARANT, OR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE OR FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL UNIT OWNERS AND OCCUPANTS OF ANY UNIT, TENANTS, GUESTS, AND INVITEES OF ANY UNIT OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, THE DECLARANT, OR ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE,

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR PARKVIEW
AT VANCOUVERCENTER, A CONDOMINIUM - 58

SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEMS WERE DESIGNED OR INTENDED. EACH UNIT OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST, AND INVITEE OF A UNIT OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY UNIT OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR PARKVIEW
AT VANCOUVERCENTER, A CONDOMINIUM - 59

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

SIGNED BY:

VANDEVCO RESIDENTIAL LLC, a
Washington limited liability company

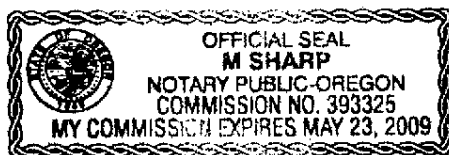
By: Vandevco Limited, a Washington
corporation, Sole Member

By: [Signature], Attorney in Fact

STATE OF OREGON)
 : ss.
County of Clackamas)

On this 25th day of may, 2007, before me personally appeared Nawrad Othman to me known to be the Attorney in Fact for Vandevco Limited, a Washington corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

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



Signature: M. Sharp
M. Sharp
NOTARY PUBLIC in and for the State of
Washington Oregon
Residing at: Clackamas County
My appointment expires: May 23, 2009

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR PARKVIEW
AT VANCOUVERCENTER, A CONDOMINIUM

EXHIBIT "A"

**PARKVIEW AT VANCOUVERCENTER,
A CONDOMINIUM
LEGAL DESCRIPTION**

Unit 1A, "Amendment to Vancouvercenter, A Condominium" Recorded in Volume 310, of Clark County Plats, page 990, according to the Declaration thereof recorded June 12, 2002, under Auditor's File No. 3476342, records of Clark County, Washington

EXHIBIT "A" - 1

EXHIBIT "B"

PROPERTY THAT MAY BE ADDED

LEGAL DESCRIPTION

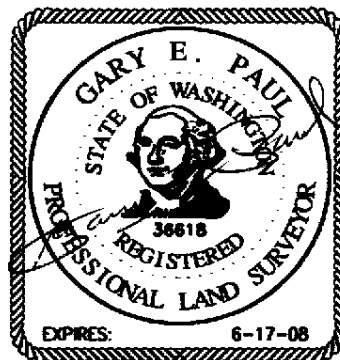
Unit 1B, "Amendment to Vancouvercenter, A Condominium" Recorded in Volume 310, of Clark County Plats, page 990, according to the Declaration thereof recorded June 12, 2002, under Auditor's File No. 3476342, records of Clark County, Washington

EXHIBIT "A" - 1

**PARKVIEW AT VANCOUVERCENTER,
A CONDOMINIUM
DESCRIPTION
May 22, 2007**

A tract of land in the northeast one-quarter of the southwest one-quarter of Section 27, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington and being described as follows:

Unit 1A, "Amendment to Vancouvercenter, A Condominium" recorded in Volume 310, of Clark County Plats, Page 990, according to the declaration thereof recorded June 12, 2002, under Auditor's File No. 3476342, Records of Clark County, Washington.



CONDOMINIUM CERTIFICATE

Clark, Washington

File No.: 4289-1054774

We, the undersigned, hereby certify that in connection with the recordation of the Plat and Dedication of

Parkview at Vancouvercenter, a Condominium

the following comprises all necessary parties signatory to the dedication:

Vandevco Residential LLC, a Washington Limited Liability Company

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

Dated this May 30, 2007, at 8:00 a.m.

First American Title Insurance Company

By: 

Douglas R. Yager



DOUG LASHER
Clark County Treasurer

PO BOX 5000, Vancouver, Washington 98666-5000
Telephone (360) 397-2252, Fax (360) 397-6042 Web: www.clark.wa.gov/treas

Condominium Certification Letter

DATE: June 01, 2007

TO WHOM IT MAY CONCERN:

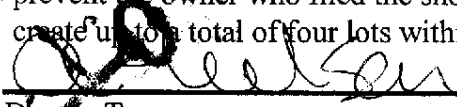
This is to certify that the 2007 Full Year and all prior years taxes and special assessments have been paid on the property described as follows:

Account Nbr(s)	1st Line Legal(s)
1) 048170-006	AMENDMENT TO VANCOUVER CENTER CONDO UNIT 1

Short Platted By: KEY PROPERTY SERVICES INC
7710 NE GREENWOOD DR, STE 150
VANCOUVER WA 98662

Paid By: KEY PROPERTY SERVICES INC
7710 NE GREENWOOD DR, STE 150
VANCOUVER WA 98662

CERTIFICATION FEE PAID BY TREASURER'S RECEIPT NUMBER 83361
RCW 58.17-060: "Short plats and subdivision-Summary approval-Regulations-Requirements" states that such regulations must contain a requirement that land in short subdivisions may not be further divided in any manner within a period of five years without the filing of a final plat, except that when the short plat contains fewer than four parcels, nothing in this section shall prevent the owner who filed the short plat from filing an alteration within the five-year period to create up to a total of four lots within the original short plat boundaries.


Deputy Treasurer

737 NELSONA

6/1/2007 10:01:30 AM

Page 1 of 1

4509156 CCRAMDRecFee - \$45.00 Pages: 4 - MILLER NASH
Clark County, WA 11/13/2008 03:34**Return Address:**

LeAnne M. Bremer
Miller Nash LLP
500 E. Broadway, Suite 400
P.O. Box 694
Vancouver, WA 98666

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)
(RCW 65.04)**

Please print or type information

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

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR PARKVIEW AT VANCOUVERCENTER, A
CONDOMINIUM BY VANDEVCO RESIDENTIAL LLC

Reference Number(s) of Documents assigned or released:

4330974; Book 700, Page 70

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

Vandevco Residential LLC

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

The Public

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

SW ¼ Sec 27 T2N R1E

Assessor's Property Tax Parcel/Account Number:

048170-216; 048170-218; 048170-220; 048170-222; 048170-224; 048170-226; 048170-228;
048170-230; 048170-232; 048170-234; 048170-236; 048170-238; 048170-240; 048170-242;
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048170-426; 048170-428; 048170-430; 048170-432; 048170-434; 048170-436; 048170-438

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR PARKVIEW AT
VANCOUVERCENTER, A CONDOMINIUM
BY VANDEVCO RESIDENTIAL LLC**

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions, Restrictions, and Reservations for Parkview at Vancouvercenter, A Condominium, recorded under Clark County Auditor's Number 4330974 on June 1, 2007 ("Declaration"), with Survey Maps and Plans recorded in Book 700, page 70, records of Clark County.

Now, therefore, the Declarant makes the following amendment to the Declaration:

1. **Physical Characteristics of Units (Section 5.2)**. The last sentence in Section 5.2 which reads as "Units 216, 316 and 416 include option of purchase of a tandem parking space" is deleted in its entirety.

VANDEVCO RESIDENTIAL LLC, a
Washington limited liability company

By: Vandevco Limited, a Washington
corporation, Sole Member

Date: 10/31, 2008

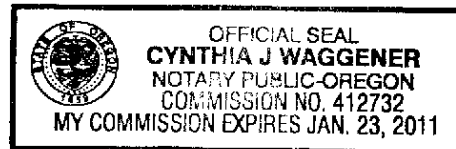
By: 
Its: Attorney in Fact

State of OREGON

County of Clackamas

This instrument was acknowledged before me on Oct. 31,
2008, by Nawzad Othman as Attorney in Fact of
Vandevco Limited, a Washington corporation, as sole member of Vandevco Residential
LLC, a Washington limited liability company

Cynthia J Waggener
Notary Public for the State of Oregon



FIRST AMENDMENT TO
CONDOMINIUM DECLARATION - 2

VANDOC5:50118276.1
First Amendment

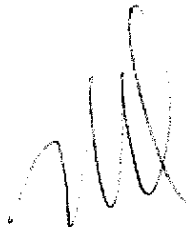
EXHIBIT A

LEGAL DESCRIPTION

Units 101 through 116, Units 201 through 216, Units 301 through 316, Units 401 through 416, Units 501 through 516, Units 601 through 616 and Units 701 through 716,
PARKVIEW AT VANCOUVER CENTER, A CONDOMINIUM, recorded in Book 700
of Plats, page 70, according to the Declaration thereof recorded June 1, 2007, under Clark
County Auditors No. 4330974, records of Clark County, Washington.

FIRST AMENDMENT TO
CONDOMINIUM DECLARATION - 3

VANDOC5:50118276.1
First Amendment

A handwritten signature in black ink, appearing to be 'M. J. Smith' or similar, is written over the bottom right portion of the page.

4719229 CCRAMDRecFee - \$65.00 Pages: 4 - MILLER NASH LLP
Clark County, WA 11/19/2010 02:56**Return Address:**

LeAnne M. Bremer
Miller Nash LLP
500 E. Broadway, Suite 400
P.O. Box 694
Vancouver, WA 98666

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)
(RCW 65.04)**

Please print or type information

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

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR PARKVIEW AT VANCOUVERCENTER, A
CONDOMINIUM

Reference Number(s) of Documents assigned or released:

4330974; 4509156; Book 700, Page 70

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

PARKVIEW AT VANCOUVERCENTER CONDOMINIUM ASSOCIATION

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

The Public

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

SW ¼ Sec 27 T2N R1E

Assessor's Property Tax Parcel/Account Number:

048170-216; 048170-218; 048170-220; 048170-222; 048170-224; 048170-226; 048170-228;
048170-230; 048170-232; 048170-234; 048170-236; 048170-238; 048170-240; 048170-242;
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048170-426; 048170-428; 048170-430; 048170-432; 048170-434; 048170-436; 048170-438

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR PARKVIEW AT
VANCOUVERCENTER, A CONDOMINIUM
BY VANDEVCO RESIDENTIAL LLC**

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions, Restrictions, and Reservations for Parkview at Vancouvercenter, A Condominium, recorded under Clark County Auditor's Number 4330974 on June 1, 2007, as amended by a First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Reservations for Parkview at Vancouvercenter, a Condominium, recorded under Clark County Auditor's Number 4509156 on November 13, 2008 ("Declaration"), with Survey Maps and Plans recorded in Book 700, page 71, records of Clark County, is made and executed this 16TH day of November 2010, by Parkview at Vancouvercenter Condominium Association, a Washington nonprofit corporation (Association). Unless otherwise expressly defined in this Second Amendment, capitalized terms have the same meaning as set forth in the Declaration.

This Second Amendment is adopted for the purpose of amending Section 10.4.13.2 (Limitation on Rental Units) to increase the number of Units that may be leased or rented at any time.

NOW, THEREFORE, the Declaration is amended as follows:

1. Amendments to Declaration. Section 10.4.13.2 is amended to provide that the maximum number of Units that may be leased or rented at any time cannot exceed a total of 49% of the total number of units that currently exist in the Condominium or that may be added to the Condominium under section 11.6 of the Declaration or other allowable method. The Board shall have the authority to reduce the percentage of units that Unit Owners may lease or rent to no lower than 30% of the total number of units that currently exist in the Condominium or that may be added to the Condominium under section 11.6 of the Declaration, or other allowable method, by Board resolution. At least once a year, the Board must adopt a Board resolution setting the percentage of units that Unit Owners may lease or rent between and including 49% and 30%.

For Phase I, this means that 54 maximum and 34 minimum units for all 112 Units in Phase I may be rented or leased. Section 10.4.13.2 is further amended to provide that the purpose of this subsection is to foster having a minimum of 58 Units in Phase 1 that are owner-occupied. If additional Units are added to the Condominium, the number of Units that may be leased or rented will increase so that no more than 49%, and no less than 30% of the total number of Units within the Condominium may be rented or leased.

All other provisions of Section 10.4.13.2 remain in full force and effect unless modified by this Second Amendment.

2. Adoption of Amendment. The President and Secretary of the Association certify that this Second Amendment was adopted by vote or agreement of Unit Owners of Units holding at least 67% of the Total Voting Power in accordance with the Declaration and Bylaws.

3. Effect of Amendment. Except as described above, all of the terms, covenants and conditions of the Declaration, as amended, will continue in full force and effect.

PARKVIEW AT VANCOUVERCENTER
CONDOMINIUM ASSOCIATION

By:

By: Patti Kool
Its: President

By: Marlou Davis
Its: Secretary

State of ~~OREGON~~ Washington

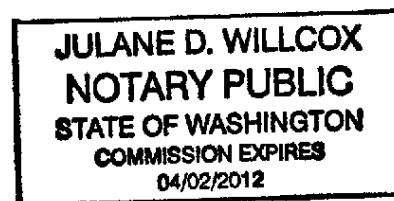
County of ~~Clackamas~~ Clark

This instrument was acknowledged before me on November 16, 2010, by
Patti Kool as President for Parkview at
Vancouvercenter Condominium Association, a Washington nonprofit corporation.

Julane D. Willcox
Notary Public for the State of ~~Oregon~~ Washington

State of ~~OREGON~~ Washington

County of ~~Clackamas~~ Clark



This instrument was acknowledged before me on November 17, 2010, by
Marlou Davis as Secretary for Parkview at
Vancouvercenter Condominium Association, a Washington nonprofit corporation.

Joelle E. Reinke
Notary Public for the State of Oregon

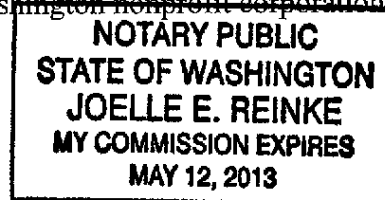


EXHIBIT A

LEGAL DESCRIPTION

Units 101 through 116, Units 201 through 216, Units 301 through 316, Units 401 through 416, Units 501 through 516, Units 601 through 616 and Units 701 through 716, PARKVIEW AT VANCOUVER CENTER, A CONDOMINIUM, recorded in Book 700 of Plats, page 70, according to the Declaration thereof recorded June 1, 2007, under Clark County Auditors No. 4330974, records of Clark County, Washington, as amended.