

CCR NAME

WATERSIDE CONDO

2-27 RES. B
WATERSIDE. ~~AT~~ IV

S700S778

SUBSEQUENT PHASE CERTIFICATE FOR
WATERSIDE CONDOMINIUM PHASE IV

FILED RECORDED
JUL 1 2 27 PM '87
CLERK OF COUNTY
ISLAND COUNTY AUDITOR
1501 1ST AVE. KASH.
DEPUTY

PROMINENT PROPERTIES, a Washington partnership, being the sole owners of the hereinafter described real property and improvements thereon, does hereby make this Subsequent Phase Certificate for Waterside Condominium Phase IV pursuant to the provisions of the Horizontal Property Regimes Act, Chapter 64.32 of the Revised Code of Washington and pursuant to the Declaration of Covenants, Conditions, Restrictions and Reservations for WATERSIDE CONDOMINIUM recorded with the Island County Auditor on the 15th day of November, 1985, under Auditor's File No. 85012735.

ARTICLE 1

RATIFICATION

Except as modified herein, the Declaration of Covenants, Conditions, Restrictions and Reservations for WATERSIDE CONDOMINIUM referred to above, as may have been previously amended or expanded, are hereby ratified and confirmed.

ARTICLE 2

DESCRIPTION OF LAND

2.1 Description of Land. The land on which the building(s) and improvements provided for in this Subsequent Phase Certificate are located is described in Schedule A attached hereto.

2.2 Effect of Condominium. By acceptance of a conveyance, contract for sale, lease, rental agreement, any form of security agreement or instrument, or any privilege of use or enjoyment, respecting the property of any apartment in the horizontal property regime created by this Subsequent Phase Certificate, it is agreed that this Subsequent Phase Certificate, together with the Survey Map and Plans referred to herein and incorporated herein by reference, states, covenants, conditions, restrictions, and reservations effecting a common plan for the condominium development mutually beneficial to all of the described apartments, and that the covenants, conditions, restrictions, reservations and condominium plan are binding upon the entire property and upon each such apartment as a parcel of realty, and upon the apartment's owner or possessor, and his heirs, personal representative, successors and assigns, through all successive transfers of all or part of the property or of any security interest(s) therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeitures, foreclosures, or sales of apartments under security instruments.

ARTICLE 3

DESCRIPTION OF BUILDING AND IMPROVEMENTS

3.1 Apartment Buildings. A description of the apartment building(s) and of the principal materials of which the building(s) is constructed is set forth in Schedule E attached hereto, and the number of apartment floors in each building and the number of apartments is set forth in Schedule D attached hereto.

3.2 Recreational Facilities. A description of the recreational facilities, if any, included within the condominium project is set forth in Schedule E attached hereto.

ARTICLE 4

DESCRIPTION OF APARTMENTS, LOCATION, AREA AND NUMBER OF ROOMS

4.1 Building Location. Each apartment building is identified and shown on the Survey Map filed in conjunction with this Subsequent Phase Certificate.

4.2 Apartment Location. Each apartment, parking space and storage locker, if any, is identified by a letter and/or number. The exact location of each apartment, storage locker and parking space is shown in the Plans filed in conjunction herewith. The total number of parking spaces and storage lockers is set forth in Schedule D attached hereto.

4.3 Apartment Description. In Schedule C attached hereto, each apartment is described by apartment number, floor location, kind and number of rooms in the apartment, deck or lanai, and the total square foot floor area of the apartment.

ARTICLE 5

ACCESS APPLICABLE TO PHASE IV

5.1 Access to Common Ways. Each apartment has direct access to common area stairways, lobby, walks, parking areas and driveways.

5.2 Access to Public Streets. The common areas have a direct access to the public street(s) identified in Schedule A.

ARTICLE 6

VALUE AND PERCENTAGE OF UNDIVIDED INTEREST
IN COMMON AREAS INCLUDING PHASE I, PHASE II AND PHASE IV

The value of the entire property and the values and percentages of interest for each apartment are stated in Schedule B attached hereto. Each apartment includes all the limited common areas appertaining thereto and the percentage of undivided interest in the common areas appertaining thereto. The values are schedules to establish the percentages required by the Act and do not necessarily reflect the amount for which an apartment will or may be sold from time to time by Declarant or others.

ARTICLE 7

ACCURACY OF PLANS AND MERGER

7.1 Declarants elect at this time to expand the condominium project into Phase I, Phase II and Phase IV. Phase III may be added at a later date. Declarants declare that the Survey Maps and Plans recorded herewith accurately depict, as built, all of the improvements and apartments included in Phase IV and that upon the recording of this Subsequent Phase Certificate and said Survey Maps and Plans the previously existing condominium consisting of Phase I and Phase II shall be merged into and become part of Phase IV as a single, unified condominium.

7.2 Declarants reserve the right for further expansion as contained in Article 21 of said Declaration.

ARTICLE 8

REFERENCE TO PLANS

8.1 The plans of the building(s) included in Phase IV referred to herein were filed with the Auditor of Island County, Washington, simultaneously with the recording of this Subsequent Phase Certificate under Auditor's File No. STC 8779.

DATED this 20 day of June, 1987.

PROMINENT PROPERTIES

By:

Robert D. Lowe
ROBERT D. LOWE

[Signature]
JUNE H. SEBO

STATE OF WASHINGTON)
(ss.
County of Island)

On this day personally appeared before me ROBERT D. LOWE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of June, 1987.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Oak Harbor.
My Commission Expires: 4-18-91

STATE OF WASHINGTON)
(ss.
County of Island)

On this day personally appeared before me JUNE H. SEBO, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of June, 1987.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Oak Harbor.
My Commission Expires: 4-18-91

1-1-87

SCHEDULE A

Description of Phase IV

Legal Description of Phase IV which may include all or portions of additional phases.

A TRACT OF LAND IN RESERVE B OF ELY'S ADDITION TO THE TOWN OF OAK HARBOR AS PER PLAT RECORDED IN VOL. 2 OF PLATS, PAGE 27, RECORDS OF ISLAND COUNTY, WASHINGTON, AND ALSO IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 32 NORTH, RANGE, 1 E.W.M., DESCRIBED AS FOLLOWS:

12-1-7
COMMENCING AT THE CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THAT CERTAIN TRACT DEEMED TO THE TOWN OF OAK HARBOR, BY WARRANTY DEED RECORDED IN VOL. 50 OF DEEDS, PAGE 44, KNOWN AS BEACH PARK, SAID MONUMENT BEING DUE WEST 247.50 FEET FROM A CONCRETE MONUMENT ON THE NORTH LINE OF SAID BEACH PARK EXTENDED EASTERLY; THENCE SOUTH 03°00'00" WEST, 130.66 FEET ALONG THE EAST LINE OF SAID BEACH PARK TO A POINT ON THE NORTH RIGHT-OF-WAY MARGIN OF 200 AVE. SOUTHWEST; THENCE SOUTH 14°33'04" EAST, 80.82 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY MARGIN OF SAID 200 AVE. SOUTHWEST AND THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO PAUL MAYLOR ET UX, AND HOWARD MAYLOR ET UX, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 117995, RECORDS OF ISLAND COUNTY; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 214.00 FEET; THENCE EAST 67.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE EAST 55.49 FEET; THENCE SOUTH 1°21'20" EAST 96.40 FEET TO THE NEARER LINE; THENCE SOUTH 17°07'00" EAST (ALSO RECORDED AS SOUTH 17°10' EAST) 92.00 FEET; THENCE SOUTH 74°06'11" WEST 174.54 FEET; THENCE NORTH 115.30 FEET; THENCE EAST 44.00 FEET; THENCE NORTH 43°30'00" EAST 78.00 FEET; THENCE NORTH 60.92 FEET TO THE TRUE POINT OF BEGINNING.

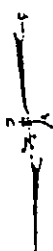
TOGETHER WITH AND SUBJECT TO THOSE CERTAIN ACCESS AND UTILITY EASEMENTS AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN VOLUME 6 OF SURVEYS, PAGE 201, UNDER AUDITOR'S FILE NO. 66015629, RECORDS OF ISLAND COUNTY, WASHINGTON, AND AS SHOWN IN DECLARATION EXTINGUISHING, CONFIRMING AND ESTABLISHING EASEMENTS AS RECORDED NOVEMBER 15, 1955, UNDER AUDITOR'S FILE NO. 65012723.

~ DAK HARBOR BAY ~

CITY PARK
1

- Building C.D. 16 (2-Buildings)
- 110 Dwellings, 110 ft. x 3-2 story buildings
- 10 ft. x 3-2 story buildings
- 26 Private Residences, 110 ft. x 3-2 story buildings
- 10 ft. x 3-2 story buildings
- Building X, 110 ft. x 3-2 story buildings
- Building Y, 110 ft. x 3-2 story buildings
- Building Z, 110 ft. x 3-2 story buildings
- Building W, 110 ft. x 3-2 story buildings
- Building V, 110 ft. x 3-2 story buildings
- Building U, 110 ft. x 3-2 story buildings
- Building T, 110 ft. x 3-2 story buildings
- Building S, 110 ft. x 3-2 story buildings
- Building R, 110 ft. x 3-2 story buildings
- Building Q, 110 ft. x 3-2 story buildings
- Building P, 110 ft. x 3-2 story buildings
- Building O, 110 ft. x 3-2 story buildings
- Building N, 110 ft. x 3-2 story buildings
- Building M, 110 ft. x 3-2 story buildings
- Building L, 110 ft. x 3-2 story buildings
- Building K, 110 ft. x 3-2 story buildings
- Building J, 110 ft. x 3-2 story buildings
- Building I, 110 ft. x 3-2 story buildings
- Building H, 110 ft. x 3-2 story buildings
- Building G, 110 ft. x 3-2 story buildings
- Building F, 110 ft. x 3-2 story buildings
- Building E, 110 ft. x 3-2 story buildings
- Building D, 110 ft. x 3-2 story buildings
- Building C, 110 ft. x 3-2 story buildings
- Building B, 110 ft. x 3-2 story buildings
- Building A, 110 ft. x 3-2 story buildings

WATERBURY CONDORP
CITY PLAN



WATERBURY CONDORP

1

WATERBURY CONDORP
By Federal Property
C. H. HARRIS, JR.
110-2000
110-2000

Waterbury
110-2000

Exhibit A-1

118-1-1

SCHEDULE B-1

PERCENTAGE OF OWNERSHIP OF COMMON AREAS AFTER PHASES I, II AND IV HAVE BEEN COMBINED, SUBJECT TO FURTHER DEFEASANCE.

<u>Apartment No.</u>	<u>Value</u>	<u>Percentage</u>
1	\$ 93,500.00	3.176
2	91,500.00	3.108
3	92,500.00	3.142
4	93,500.00	3.176
5	95,500.00	3.244
6	95,500.00	3.244
7	93,500.00	3.176
8	94,500.00	3.210
9	95,500.00	3.244
10	97,500.00	3.312
11	97,500.00	3.312
12	95,500.00	3.244
13	96,500.00	3.278
14	97,500.00	3.312
15	99,500.00	3.380
16	87,500.00	2.972
17	97,500.00	3.312
18	95,500.00	3.244
19	97,500.00	3.312
20	99,500.00	3.380
21	97,500.00	3.312
22	99,500.00	3.380
29	132,176.00	4.490
30	143,114.00	4.861
31	134,455.00	4.567
32	145,393.00	4.938
33	136,734.00	4.644
34	148,128.00	5.030
TOTAL:	\$2,944,000.00	100.000

1-1-1

UNIT NO.	FLOOR	LOCATION OF UNIT	# OF BEDROOMS	# OF BATHROOMS	# OF WALK-IN WALK-THRU CLOSETS	UTILITY ROOM	LINEN CLOSETS	PATIO, DECK OR SUNROOM	KITCHEN	LIVING ROOM/DINING ROOM COMBINATION	GARAGE NUMBER	OTHER ROOMS	TOTAL NUMBER OF ROOMS	SQUARE FOOTAGE
29	first	East Unit	2	1 3/4	1	yes	2	sunroom	yes	yes	29		6	1962
30	first	West Unit	2	1 3/4	1	yes	2	deck	yes	yes	30		7	1964
31	second	East Unit	2	1 3/4	1	yes	2	deck	yes	yes	31		6	1012
32	second	West Unit	2	1 3/4	1	yes	1	sunroom	yes	yes	32		7	2108
33	third	East Unit	2	1 3/4	1	yes	2	deck	yes	yes	33		7	1812
34	third	West Unit	2	1 3/4	1	yes	1	sunroom	yes	yes	34	shower	9	2108

PHASE IV

4.3 Describe each apartment by number, floor location, kind and number of rooms in the apartment, deck or lanai, and the total square foot floor area of each apartment.
(See above.)

SCHEDULE C

4/8-1-1

SCHEDULE D

3.1 The number of apartment floors in each building and the number of apartments.

Phase IV consists of one building having six apartments on three floors built above basement garages. Units 29 and 30 are on the first floor; units 31 and 32 are on the second floor; and units 33 and 34 are on the third floor, which is the top floor.

4.2 Identify by letter and/or number each apartment, parking space and storage locker. Total number of parking spaces and total number of lockers.

Each unit is assigned a garage in the basement with two parking spaces each. Each garage is identified with the same number as the apartment.

There are six units in Phase IV and 6 garages with 12 parking spaces.

1 Property Regime under the provisions of Washington law. It is intended and covenanted also that insofar as it affects this

L

SCHEDULE E

3.1 Description of apartment buildings and of principal materials of which the building is constructed.

The building is built on a concrete foundation and structural support members above the basement garages. Between floors, there are support beams supporting wood trusses. All units have a lightweight concrete floor. The building's roof is a combination of heavy duty composition shingles and built-up hot mopped roofing. Wood framed construction is utilized with a wood siding exterior. The interior walls are finished with sheet rock and paint. The floors are covered with carpet and/or vinyl floor covering. The walls between units have double wall construction utilizing double wood plates in an effort to reduce the sound transmission between units.

3.2 Description of the recreational facilities, if any.

There are no recreational facilities included within the condominium project.

6.1.8 Recreational facilities

There are no recreational facilities included within the condominium project.

SCHEDULE F

23.1 Name and address of person upon whom process may be served.
Also name and address of president of association. Must be resident
of county in which condominium is located.

The name and address of the person upon whom process may be
served is as follows: JUNE H. SERO, 4439 400 Avenue S.W., Oak
Harbor, WA 98277

The name and address of the initial president of the apartment
owner's association is as follows: JUNE H. SERO, 4439 400 Avenue
S.W., Oak Harbor, WA 98277

WATERSIDE
PHASE V

2-27

87015290

SUBSEQUENT PHASE CERTIFICATE FOR
WATERSIDE CONDOMINIUM PHASE V

L26422

FILED RECORDED
Honor Title Co. of Island County
Nov 4 2 32 PM '87
HONOR TITLE COMPANY
ISLAND COUNTY, WASH.
DEPUTY

PROMINENT PROPERTIES, a Washington partnership, being the sole owners of the hereinafter described real property and improvements thereon, does hereby make this Subsequent Phase Certificate for Waterside Condominium Phase V pursuant to the provisions of the Horizontal Property Regimes Act, Chapter 64.32 of the Revised Code of Washington and pursuant to the Declaration of Covenants, Conditions, Restrictions and Reservations for WATERSIDE CONDOMINIUM recorded with the Island County Auditor on the 15th day of November, 1985, under Auditor's File No. 85012735.

ARTICLE 1

RATIFICATION

Except as modified herein, the Declaration of Covenants, Conditions, Restrictions and Reservations for WATERSIDE CONDOMINIUM referred to above, as may have been previously amended or expanded, are hereby ratified and confirmed.

ARTICLE 2

DESCRIPTION OF LAND

2.1 Description of Land. The land on which the building(s) and improvements provided for in this Subsequent Phase Certificate are located is described in Schedule A attached hereto.

2.2 Effect of Condominium. By acceptance of a conveyance, contract for sale, lease, rental agreement, any form of security agreement or instrument, or any privilege of use or enjoyment, respecting the property of any apartment in the horizontal property regime created by this Subsequent Phase Certificate, it is agreed that this Subsequent Phase Certificate, together with the Survey Map and Plans referred to herein and incorporated herein by reference, states, covenants, conditions, restrictions, and reservations effecting a common plan for the condominium development mutually beneficial to all of the described apartments, and that the covenants, conditions, restrictions, reservations and condominium plan are binding upon the entire property and upon each such apartment as a parcel of realty, and upon the apartment's owner or possessor, and his heirs, personal representative, successors and assigns, through all successive transfers of all or part of the property or of any security interest(s) therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeitures, foreclosures, or sales of apartments under security instruments.

ARTICLE 3

DESCRIPTION OF BUILDING AND IMPROVEMENTS

3.1 Apartment Buildings. A description of the apartment building(s) and of the principal materials of which the building(s) is constructed is set forth in Schedule E attached hereto, and the number of apartment floors in each building and the number of apartments is set forth in Schedule D attached hereto.

3.2 Recreational Facilities. A description of the recreational facilities, if any, included within the condominium project is set forth in Schedule E attached hereto.

ARTICLE 4

DESCRIPTION OF APARTMENTS, LOCATION, AREA AND NUMBER OF ROOMS

4.1 Building Location. Each apartment building is identified and shown on the Survey Map filed in conjunction with this Subsequent Phase Certificate.

4.2 Apartment Location. Each apartment, parking space and storage locker, if any, is identified by a letter and/or number. The exact location of each apartment, storage locker and parking space is shown in the Plans filed in conjunction herewith. The total number of parking spaces and storage lockers is set forth in Schedule D attached hereto.

4.3 Apartment Description. In Schedule C attached hereto, each apartment is described by apartment number, floor location, kind and number of rooms in the apartment, deck or lanai, and the total square foot floor area of the apartment.

ARTICLE 5

ACCESS APPLICABLE TO PHASE V

5.1 Access to Common Ways. Each apartment has direct access to common area stairways, lobby, walks, parking areas and driveways.

5.2 Access to Public Streets. The common areas have a direct access to the public street(s) identified in Schedule A.

ARTICLE 6

VALUE AND PERCENTAGE OF UNDIVIDED INTEREST
IN COMMON AREAS INCLUDING PHASE I, PHASE II, PHASE IV AND PHASE V

The value of the entire property and the values and percentages of interest for each apartment are stated in Schedule B attached hereto. Each apartment includes all the limited common areas appertaining thereto and the percentage of undivided interest in the common areas appertaining thereto. The values are schedules to establish the percentages required by the Act and do not necessarily reflect the amount for which an apartment will or may be sold from time to time by Declarant or others.

ARTICLE 7

ACCURACY OF PLANS AND MERGER

7.1 Declarants elect at this time to expand the condominium project into Phase I, Phase II, Phase IV and Phase V. Phase III may be added at a later date. Declarants declare that the Survey Maps and Plans recorded herewith accurately depict, as built, all of the improvements and apartments included in Phase V and that upon the recording of this Subsequent Phase Certificate and said Survey Maps and Plans the previously existing condominium consisting of Phase I, Phase II and Phase IV shall be merged into and become part of Phase V as a single, unified condominium.

7.2 Declarants reserve the right for further expansion as contained in Article 21 of said Declaration.

ARTICLE 8

REFERENCE TO PLANS

8.1 The plans of the building(s) included in Phase V referred to herein were filed with the Auditor of Island County, Washington, simultaneously with the recording of this Subsequent Phase Certificate under Auditor's File No. 27055 291.

DATED this 2 day of November, 1987.

PROMINENT PROPERTIES.

By:

Robert D. Lowe
ROBERT D. LOWE

June H. Sebo
JUNE H. SEBO

STATE OF WASHINGTON)
(ss.
County of Island)

On this day personally appeared before me ROBERT D. LOWE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of March, 1987.

Robert D. Lowe
NOTARY PUBLIC in and for the State of
Washington, residing at Oak Harbor.
My Commission Expires: Dec 22 1990

STATE OF WASHINGTON)
(ss.
County of Island)

On this day personally appeared before me JUNE H. SEBO, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of March, 1987.

June H. Sebo
NOTARY PUBLIC in and for the State of
Washington, residing at Oak Harbor.
My Commission Expires: Dec 22 1990

SCHEDULE A

Description of Phase V

Legal Description of Phase V which may include all or portions of additional phases.

A TRACT OF LAND IN RESERVE 2 OF ELY'S ADDITION TO THE TOWN OF OAK HARBOR AS PER PLAT RECORDED IN VOL. 2 OF PLATS, PAGE 27, RECORDS OF ISLAND COUNTY, WASHINGTON, AND ALSO IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 32 NORTH, RANGE 1 E.W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THAT CERTAIN TRACT DEEDED TO THE TOWN OF OAK HARBOR, BY WARRANT, DEED, RECORDED IN VOL. 50 OF RECORDS, PAGE 44, KNOWN AS BEACH PARK, SAID MONUMENT BEING DUE WEST 247.50 FEET FROM A CONCRETE MONUMENT ON THE NORTH LINE OF SAID BEACH PARK EXTENDED EASTERLY; THENCE SOUTH 03°00'00" WEST, 150.86 FEET ALONG THE EAST LINE OF SAID BEACH PARK TO A POINT ON THE NORTH RIGHT-OF-WAY MARGIN OF 20' AVE. SOUTHWEST; THENCE SOUTH 14°36'04" EAST, 80.81 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY MARGIN OF SAID 200 AVE. SOUTHWEST AND THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO PAUL MAYLOR ET UX, AND HOWARD MAYLOR ET UX, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 117291, RECORDS OF ISLAND COUNTY; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 111.01 FEET; THENCE EAST 07.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE EAST 38.49 FEET; THENCE SOUTH 4°21'20" EAST, 61.41 FEET TO THE MEANDER LINE; THENCE SOUTH 17°07'00" EAST (AS RECORDED AS SOUTH 17°10' EAST) 92.00 FEET; THENCE SOUTH 74°04'11" WEST 174.54 FEET; THENCE NORTH 115.30 FEET; THENCE EAST 41.00 FEET; THENCE NORTH 43°30'00" EAST 78.00 FEET; THENCE NORTH 60.91 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THOSE CERTAIN ACCESS AND UTILITY EASEMENTS AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN VOLUME 2 OF SURVEYS, PAGE 201, UNDER AUDITOR'S FILE NO. 86015629, RECORDS OF ISLAND COUNTY, WASHINGTON, AND AS SHOWN IN DECLARATION EXTINGUISHING, CONFIRMING AND ESTABLISHING EASEMENTS AS RECORDED NOVEMBER 11, 1965, UNDER AUDITOR'S FILE NO. 86012731.

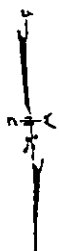
~ DAK HARBOR BAY ~

CITY PARK

- Block C/D/E (3 Buildings)
- 110 Existing Units of 3-5 story Bldgs.
- 100 New 4-5 story Bldgs.
- 26 New 6-8 story Bldgs.
- 100 New 10-12 story Bldgs.
- 100 New 14-16 story Bldgs.
- 100 New 18-20 story Bldgs.
- 100 New 22-24 story Bldgs.
- 100 New 26-28 story Bldgs.
- 100 New 30-32 story Bldgs.
- 100 New 34-36 story Bldgs.
- 100 New 38-40 story Bldgs.
- 100 New 42-44 story Bldgs.
- 100 New 46-48 story Bldgs.
- 100 New 50-52 story Bldgs.
- 100 New 54-56 story Bldgs.
- 100 New 58-60 story Bldgs.
- 100 New 62-64 story Bldgs.
- 100 New 66-68 story Bldgs.
- 100 New 70-72 story Bldgs.
- 100 New 74-76 story Bldgs.
- 100 New 78-80 story Bldgs.
- 100 New 82-84 story Bldgs.
- 100 New 86-88 story Bldgs.
- 100 New 90-92 story Bldgs.
- 100 New 94-96 story Bldgs.
- 100 New 98-100 story Bldgs.

WATERBIDE CONDOMINIUM

5th FLOOR



1

DATE: 11/11/11

PROJECT: WATERBIDE CONDOMINIUM

BY: [Signature]

FOR: [Signature]

111 N. 11th St., New York, NY 10038

212.2002

212.2002

Island Design

111 N. 11th St., New York, NY 10038

212.2002

212.2002

Exhibit A-1

68-10-11

SCHEDULE B-1

PERCENTAGE OF OWNERSHIP OF COMMON AREAS AFTER PHASES I, II, IV and V
HAVE BEEN COMBINED, SUBJECT TO FURTHER DEFEASANCE.

<u>Apartment No.</u>	<u>Value</u>	<u>Percentage</u>
1	\$ 93,500.00	2.47
2	91,500.00	2.42
3	92,500.00	2.44
4	93,500.00	2.47
5	95,500.00	2.53
6	95,500.00	2.53
7	93,500.00	2.47
8	94,500.00	2.50
9	95,500.00	2.53
10	97,500.00	2.58
11	95,500.00	2.53
12	96,500.00	2.55
13	97,500.00	2.58
14	99,500.00	2.63
15	87,500.00	2.31
16	97,500.00	2.58
17	95,500.00	2.52
18	97,500.00	2.58
19	99,500.00	2.63
20	97,500.00	2.58
21	99,500.00	2.63
22	132,176.00	3.49
29	143,114.00	3.78
30	134,455.00	3.55
31	145,393.00	3.84
32	136,734.00	3.61
33	148,128.00	3.91
34	143,114.00	3.78
35	132,176.00	3.49
36	145,393.00	3.84
37	134,455.00	3.55
38	148,128.00	3.91
39	136,734.00	3.61
40		
TOTAL:	\$3,784,000.00	100.000

UNIT NO.	FLOOR	LOCATION OF UNIT	# OF BEDROOMS	# OF BATHROOMS	# OF WALK-IN/ WALK-THROUGH CLOSETS	UTILITY ROOM	LINEN CLOSETS	PATIO, DECK OR SUNROOM	KITCHEN	LIVING ROOM/ DINING ROOM COMBINATION	GARAGE NUMBER	OTHER ROOMS	TOTAL NUMBER OF ROOMS	SQUARE FOOTAGE	GAS LOG FIREPLACE
35	first	East Unit	2	1 3/4	1	Yes	1	Sunroom & Deck	Yes	Yes	35	Shower	8	2176	No
36	first	West Unit	2	1 3/4	1	Yes	2	Deck	Yes	Yes	36		6	1024	Yes
37	second	East Unit	2	1 3/4	1	Yes	2	Sunroom & Deck	Yes	Yes	37		7	2176	No
38	second	West Unit	2	1 3/4	1	Yes	2	Sunroom	Yes	Yes	38		7	1992	No
39	third	East Unit	2	1 3/4	1	Yes	1	Sunroom & Deck	Yes	Yes	39A & 39B		7	2176	No
40	third	West Unit	2	1 3/4	1	Yes	1	Deck	Yes	Yes	40		6	1024	No

PHASE V

4.3 Describe each apartment by number, floor location, kind and number of rooms in the apartment, deck or lanai, and the total square foot floor area of each apartment.
(See above.)

SCHEDULE C

SCHEDULE D

3.1 The number of apartment floors in each building and the number of apartments.

Phase V consists of one building having six apartments on three floors built above basement garages. Units 35 and 36 are on the first floor; units 37 and 38 are on the second floor; and units 39 and 40 are on the third floor, which is the top floor.

4.2 Identify by letter and/or number each apartment, parking space and storage locker. Total number of parking spaces and total number of lockers.

Each unit is assigned a garage in the basement with two parking spaces each. Each garage is identified with the same number as the apartment.

There are six units in Phase V and 6 garages with 12 parking spaces.

12-4-67

SCHEDULE E

3.1 Description of apartment buildings and of principal materials of which the building is constructed.

The building is built on a concrete foundation and structural support members above the basement garages. Between floors, there are support beams supporting wood trusses. All units have a lightweight concrete floor. The building's roof is a combination of heavy duty composition shingles and built-up hot mopped roofing. Wood framed construction is utilized with a wood siding exterior. The interior walls are finished with sheet rock and paint. The floors are covered with carpet and/or vinyl floor covering. The walls between units have double wall construction utilizing double wood plates in an effort to reduce the sound transmission between units.

3.2 Description of the recreational facilities, if any.

There are no recreational facilities included within the condominium project.

6.1.8 Recreational facilities

There are no recreational facilities included within the condominium project.

86012227

SUBSEQUENT PHASE CERTIFICATE FOR
WATERSIDE CONDOMINIUM PHASE II

PROMINENT PROPERTIES, a Washington partnership, being the sole owners of the hereinafter described real property and improvements thereon, does hereby make this Subsequent Phase Certificate for Waterside Condominium Phase II pursuant to the provisions of the Horizontal Property Regimes Act, Chapter 64.32 of the Revised Code of Washington and pursuant to the Declaration of Covenants, Conditions, Restrictions and Reservations for WATERSIDE CONDOMINIUM recorded with the Island County Auditor on the 15th day of November, 1985, under Auditor's File No. 85012735.

ARTICLE 1

RATIFICATION

Except as modified herein, the Declaration of Covenants, Conditions, Restrictions and Reservations for WATERSIDE CONDOMINIUM referred to above, as may have been previously amended or expanded, are hereby ratified and confirmed.

ARTICLE 2

DESCRIPTION OF LAND

2.1 Description of Land. The land on which the building(s) and improvements provided for in this Subsequent Phase Certificate are located is described in Schedule A attached hereto.

2.2 Effect of Condominium. By acceptance of a conveyance, contract for sale, lease, rental agreement, any form of security agreement or instrument, or any privilege of use or enjoyment, respecting the property of any apartment in the horizontal property regime created by this Subsequent Phase Certificate, it is agreed that this Subsequent Phase Certificate, together with the Survey Map and Plans referred to herein and incorporated herein by reference, states, covenants, conditions, restrictions, and reservations effecting a common plan for the condominium development mutually beneficial to all of the described apartments, and that the covenants, conditions, restrictions, reservations and condominium plan are binding upon the entire property and upon each such apartment as a parcel of realty, and upon the apartment's owner or possessor, and his heirs, personal representative, successors and assigns, through all successive transfers of all or part of the property or of any security interest(s) therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeitures, foreclosures, or sales of apartments under security instruments.

ARTICLE 3

DESCRIPTION OF BUILDING AND IMPROVEMENTS

3.1 Apartment Buildings. A description of the apartment building(s) and of the principal materials of which the building(s) is constructed is set forth in Schedule E attached hereto, and the number of apartment floors in each building and the number of apartments is set forth in Schedule D attached hereto.

3.2 Recreational Facilities. A description of the recreational facilities, if any, included within the condominium project is set forth in Schedule E attached hereto.

ARTICLE 4

DESCRIPTION OF APARTMENTS, LOCATION, AREA AND NUMBER OF ROOMS

4.1 Building Location. Each apartment building is identified and shown on the Survey Map filed in conjunction with this Subsequent Phase Certificate.

4.2 Apartment Location. Each apartment, parking space and storage locker, if any, is identified by a letter and/or number. The exact location of each apartment, storage locker and parking space is shown in the Plans filed in conjunction herewith. The total number of parking spaces and storage lockers is set forth in Schedule D attached hereto.

4.3 Apartment Description. In Schedule C attached hereto, each apartment is described by apartment number, floor location, kind and number of rooms in the apartment, deck or lanai, and the total square foot floor area of the apartment.

ARTICLE 5

ACCESS APPLICABLE TO PHASE II

5.1 Access to Common Ways. Each apartment has direct access to common area stairways, lobby, walks, parking areas and driveways.

5.2 Access to Public Streets. The common areas have a direct access to the public street(s) identified in Schedule A.

78-86-6

ARTICLE 6

VALUE AND PERCENTAGE OF UNDIVIDED INTEREST
IN COMMON AREAS INCLUDING PHASE I AND PHASE II

The value of the entire property and the values and percentages of interest for each apartment are stated in Schedule B attached hereto. Each apartment includes all the limited common areas appertaining thereto and the percentage of undivided interest in the common areas appertaining thereto. The values are schedules to establish the percentages required by the Act and do not necessarily reflect the amount for which an apartment will or may be sold from time to time by Declarant or others.

ARTICLE 6

ACCURACY OF PLANS AND MERGER

6.1 Declarants elect at this time to expand the condominium project into Phase I and Phase II. Declarants declare that the Survey Maps and Plans recorded herewith accurately depict, as built, all of the improvements and apartments included in Phase II and that upon the recording of this Subsequent Phase Certificate and said Survey Maps and Plans the previously existing condominium consisting of Phase I shall be merged into and become part of Phase II as a single, unified condominium.

6.2 Declarants reserve the right for further expansion as contained in Article 21 of said Declaration.

ARTICLE 7

REFERENCE TO PLANS

7.1 The plans of the building(s) included in Phase II referred to herein were filed with the Auditor of Island County, Washington, simultaneously with the recording of this Subsequent Phase Certificate under Auditor's File No. 1-113-1111.

DATED this 24 day of September, 1986.

PROMINENT PROPERTIES

By:

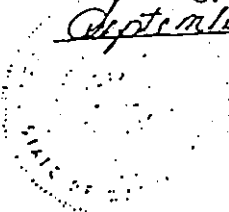
Robert D. Lowe ROBERT D. LOWE

June H. Sero JUNE H. SERO

STATE OF WASHINGTON)
) ss.
County of Island)

On this day personally appeared before me ROBERT D. LOWE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of September, 1986.

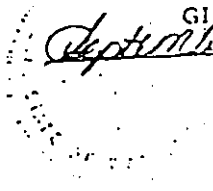


Charles Y. Burkman
NOTARY PUBLIC in and for the State of
Washington, residing at Oak Harbor.
My Commission Expires: 4-1-89

STATE OF WASHINGTON)
) ss.
County of Island)

On this day personally appeared before me JUNE H. SEBO, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of September, 1986.



Charles Y. Burkman
NOTARY PUBLIC in and for the State of
Washington, residing at Oak Harbor.
My Commission Expires: 4-1-89

178-65-6

SCHEDULE A

Phase II

A TRACT OF LAND IN RESERVE B OF ELY'S ADDITION TO THE TOWN OF OAK HARBOR AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 27, RECORDS OF ISLAND COUNTY, WASHINGTON, AND ALSO IN GOVERNMENT LOT 3, SECTION 2, T. 32 N., R. 1 E.W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THAT CERTAIN TRACT DEEDED TO THE TOWN OF OAK HARBOR, BY WARRANTY DEED RECORDED IN VOL. 50 OF DEEDS, PAGE 44, KNOWN AS BEACH PARK, SAID MONUMENT BEING DUE WEST 247.50 FEET FROM A CONCRETE MONUMENT ON THE NORTH LINE OF SAID BEACH PARK EXTENDED EASTERLY; THENCE

S 03 00 00 W, 130.86 FEET ALONG THE EAST LINE OF SAID BEACH PARK TO A POINT ON THE NORTH RIGHT OF WAY MARGIN OF 200 AVE. SOUTHWEST; THENCE
S 44 38 04 E, 80.82 FEET TO A POINT ON THE SOUTH RIGHT OF WAY MARGIN OF SAID 200 AVE. SOUTHWEST AND THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO PAUL MAYLOR ET UX, AND HOWARD MAYLOR, ET UX, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 117996, RECORDS OF ISLAND COUNTY;
BEING A CURVE WITH A RADIAL LINE FROM SAID POINT BEARING N 05 12 27 W, TO THE RADIUS POINT; THENCE EASTERLY ALONG SAID CURVE BEING TO THE LEFT, HAVING A RADIUS OF 602.96 FEET, THROUGH A CENTRAL ANGLE OF 04 33 33, AN ARC DISTANCE OF 47.98 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY MARGIN
N 80 14 00 E, 123.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING
N 80 14 00 E, ALONG SAID RIGHT OF WAY MARGIN, A DISTANCE OF 20.17 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY MARGIN
S 17 07 00 E, (ALSO RECORDED AS S 17 10 E) 150.00 FEET; THENCE
S 80 14 00 W, 107.56 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO HOWARD MAYLOR, ET UX, AND PAUL MAYLOR ET UX, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 140047, RECORDS OF ISLAND COUNTY; THENCE
N 32 32 47 W, 21.00 FEET; THENCE
N 05 41 58 W, 43.48 FEET; THENCE
N 01 59 32 E, 60.31 FEET; THENCE
N 80 14 00 E, 64.44 FEET; THENCE
N 17 07 00 W, 27.22 FEET TO THE TRUE POINT OF BEGINNING.

Together with and subject to those certain access and utility easements as shown on that certain record of survey recorded in Volume 6 of Surveys, Page 65, under Auditor's File No. 85003259, records of Island County, Washington.

SCHEDULE B

ARTICLE VI. Value of the entire property; values and percentages of interest for each apartment. See Schedule B-1.

6.2 Phases. Show current and future percentages upon additional phases. See Schedule B-1 hereof as to values and percentages of Phases I and II and see entire Schedule B of Declaration concerning future values and percentages in the event Phases III and/or IV are constructed.

Initial minimum interest in Phases I and II. See Schedule B of original Declaration concerning subsequent percentages upon adoption of subsequent phases. The values set forth below are those used pursuant to the Act for the purpose of determining the percentage of undivided interest in the common areas appurtenant to each apartment, and do not necessarily reflect the purchase price for which any particular apartment now or hereafter may be sold.

Set forth below is the value and percentage interest in common area for each apartment included in Phases I and II.

SCHEDULE B-1

PHASE I		
Apt. #	Value	Percentage
1.	\$ 93,500.00	6.54%
2.	91,500.00	6.40%
3.	92,500.00	6.47%
4.	93,500.00	6.54%
5.	95,500.00	6.68%
6.	95,500.00	6.68%
7.	93,500.00	6.54%
8.	94,500.00	6.61%
9.	95,500.00	6.68%
10.	97,500.00	6.82%
11.	97,500.00	6.82%
12.	95,500.00	6.68%
13.	96,500.00	6.75%
14.	97,500.00	6.82%
15.	99,500.00	6.97%
TOTAL: \$1,429,500.00		100.00%

PHASE I & II		
Apt. #	Value	Percentage
1.	\$ 93,500.00	4.44%
2.	91,500.00	4.34%
3.	92,500.00	4.39%
4.	93,500.00	4.44%
5.	95,500.00	4.54%
6.	95,500.00	4.54%
7.	93,500.00	4.44%
8.	94,500.00	4.49%
9.	95,500.00	4.54%
10.	97,500.00	4.64%
11.	97,500.00	4.64%
12.	95,500.00	4.54%
13.	96,500.00	4.58%
14.	97,500.00	4.64%
15.	99,500.00	4.73%
(Phase I	1,429,500.00	67.93%)
16.	87,500.00	4.15%
17.	97,500.00	4.64%
18.	95,500.00	4.54%
19.	97,500.00	4.64%
20.	99,500.00	4.73%
21.	97,500.00	4.64%
22.	99,500.00	4.73%
(Phase II	674,500.00	32.07%)
TOTAL:	\$2,104,000.00	100.00%

78-65-6

Unit	Floor	Location of Unit	# of Bedrooms	# of Bathrooms	# of Walk-in Walk-thru Closets	Utility Room	Linen Closets	Patio or Deck	Kitchen	Living Room/Dining Room Combination	Parking Space Number	Other Rooms	Total # of Rooms	Sq. Footage
16	First	1st Unit from North	3	1 3/4	1	closet	1	patio	yes	yes	16	den	8	1616
17	Second	3rd Unit from North	2	1 3/4	1	closet	1	2 decks	yes	yes	17	---	6	1320
18	Second	2nd Unit from North	2	1 3/4	1	closet	1	deck	yes	yes	18	---	6	1302
19	Second	1st Unit from North	2	1 3/4	1	closet	1	2 decks	yes	yes	19	---	6	1254
20	Third	3rd Unit from North	2	1 3/4	1	closet	1	2 decks	yes	yes	20	---	6	1320
21	Third	2nd Unit from North	2	1 3/4	1	closet	1	deck	yes	yes	21	---	6	1302
22	Third	1st Unit from North	2	1 3/4	1	closet	1	2 decks	yes	yes	22	---	6	1254

the number of

rs. Unit 16
its 17, 18,
22 are on the

arking space
total number

limited common
it to such

one-half of a
the same number

ing spaces
16 is located

SCHEDULE E

3.1 Description of apartment buildings and of principal materials of which the building is constructed.

The buildings are built on a concrete foundation. There are support beams supporting wood trusses between the floors. Units 19, 20, 21, and 22 have a lightweight, poured in place concrete floor. The building's roof is heavy duty composition shingles. Wood frame construction is utilized with a wood siding exterior. The interior walls are finished with sheet rock and paint. The floors are covered with carpet or vinyl floor covering. The walls between units will have double wall construction utilizing double wood plates with offsetting studs in an effort to reduce the sound transmission between units.

3.2 Description of the recreational facilities, if any.

There are no recreational facilities included within the condominium project.

6.1.8 Recreational facilities

There are no recreational facilities included within the condominium project.

SCHEDULE F

23.1 Name and address of person upon whom process may be served.
Also name and address of president of association. Must be resident
of county in which condominium is located.

The name and address of the person upon whom process may be
served is as follows: JUNE H. SEBO, 4439 400 Avenue S.W., Oak
Harbor, WA 98277

The name and address of the initial president of the apartment
owner's association is as follows: JUNE H. SEBO, 4439 400 Avenue
S.W., Oak Harbor, WA 98277

AR 6-201
TA
H.C.P. 9-86

2-27 RES. B

WATERSIDE CONDO
PH. III

SS009622

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12
Prominent Properties
Dec 3 3 47 PM '88

SUBSEQUENT PHASE CERTIFICATE FOR
WATERSIDE CONDOMINIUM PHASE III

RECORDED
INDEXED
DEC 3 1988

PROMINENT PROPERTIES, a Washington partnership, being the sole owners of the hereinafter described real property and improvements thereon, does hereby make this Subsequent Phase Certificate for Waterside Condominium Phase III pursuant to the provisions of the Horizontal Property Regimes Act, Chapter 64.32 of the Revised Code of Washington and pursuant to the Declaration of Covenants, Conditions, Restrictions and Reservations for WATERSIDE CONDOMINIUM recorded with the Island County Auditor on the 15th day of November, 1985, under Auditor's File No. 55012735.

ARTICLE 1

RATIFICATION

Except as modified herein, the Declaration of Covenants Conditions, Restrictions and Reservations for WATERSIDE CONDOMINIUM referred to above, as may have been previously amended or expanded, are hereby ratified and confirmed.

ARTICLE 2

DESCRIPTION OF LAND

2.1 Description of Land. The land on which the building(s) and improvements provided for in this Subsequent Phase Certificate are located is described in Schedule A attached hereto.

2.2 Effect of Condominium. By acceptance of a conveyance, contract for sale, lease, rental agreement, any form of security agreement or instrument, or any privilege of use or enjoyment, respecting the property of any apartment in the horizontal property regime created by this Subsequent Phase Certificate, it is agreed that this Subsequent Phase Certificate, together with the Survey Map and covenants, conditions, restrictions, and reservations effecting a common plan for the condominium development mutually beneficial to all of the described apartments, and that the covenants, conditions, restrictions, reservations and condominium plan are binding upon the entire property and upon each such apartment as a parcel of realty, and upon the apartment's owner or possessor, and his heirs, personal representative, successors and assigns, through all successive transfers of all or part of the property or of any security interest(s) therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeitures, foreclosures, or sales of apartments under security instruments.

2-9-88

2.0 754x 699
Cite Number 95277

ARTICLE 3

DESCRIPTION OF BUILDING AND IMPROVEMENTS

3.1. Apartment Buildings. A description of the apartment building(s) and of the principal materials of which the building(s) is constructed is set forth in Schedule E attached hereto, and the number of apartment floors in each building and the number of apartments is set forth in Schedule D attached hereto.

3.2 Recreational Facilities. A description of the recreational facilities, if any, included within the condominium project is set forth in schedule E attached hereto.

ARTICLE 4

DESCRIPTION OF APARTMENTS, LOCATION, AREA AND NUMBER OF ROOMS

4.1 Building Location. Each apartment building is identified and shown on the survey Map filed in conjunction with this Subsequent Phase Certificate.

4.2 Apartment Location. Each apartment, parking space and storage locker, if any, is identified by a letter and/or number. The exact location of each apartment, storage locker and parking space is shown in the Plans filed in conjunction herewith. The total number of parking spaces and storage lockers is set forth in Schedule D attached hereto.

4.3 Apartment Description. In Schedule C attached hereto, each apartment is described by apartment number, floor location, kind and number of rooms in the apartment, deck or lanai, and the total square foot floor area of the apartment.

ARTICLE 5

ACCESS APPLICABLE TO PHASE III

5.1 Access to Common Ways. Each apartment has direct access to common area stairways, lobby, walks, parking areas and driveways.

5.2 Access to Public Streets. The common areas have a direct access to the public street(s) identified in Schedule A.

ARTICLE 6

VALUE AND PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS
INCLUDING PHASE I, PHASE II, PHASE III, PHASE IV AND PHASE V

The value of the entire property and the values and percentages of interest for each apartment are stated in Schedule B attached hereto. Each apartment includes all the limited common areas appertaining thereto and the percentage of undivided interest in the common areas appertaining thereto. The values are schedules to establish the percentages required by the Act and do not necessarily reflect the amount for which an apartment will or may be sold from time to time by Declarant or others.

ARTICLE 7

ACCURACY OF PLANS AND MERGER

Declarants elect at this time to expand the condominium project into Phase I, Phase II, Phase III, Phase IV and Phase V. Declarants declare that the Survey Maps and Plans recorded herewith accurately depict, as built, all of the improvements and apartments included in Phase III and that upon the recording of this Subsequent Phase Certificate and said Survey Maps and Plans the previously existing condominium consisting of Phase I, Phase II Phase IV and Phase V shall be merged into and become part of Phase III as a single, unified condominium.

ARTICLE 8


REFERENCE TO PLANS

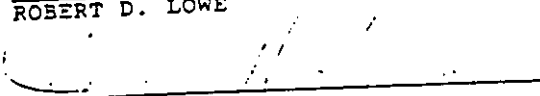
The plans of the building(s) included in Phase III referred to herein were filed with the Auditor of Island County, Washington, simultaneously with the recording of this Subsequent Phase Certificate under Auditor's File No. _____.

DATED this _____ day of _____, 1988.

PROMINENT PROPERTIES

By:


ROBERT D. LOWE


JUNE H. SEBO

SCHEDULE A

Description of Phase III

Legal Description of Phase III.

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON:

A TRACT OF LAND IN RESERVE B OF ELY'S ADDITION TO THE TOWN OF OAK HARBOR AS PER PLAT RECORDED IN VOL. 2 OF PLATS, PAGE 27, RECORDS OF ISLAND COUNTY, WASHINGTON, AND ALSO IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 32 NORTH, RANGE 1 E.W.M., DESCRIBED AS FOLLOWS:

22-6-82 COMMENCING AT THE CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THAT CERTAIN TRACT DEEDED TO THE TOWN OF OAK HARBOR, BY WARRANTY DEED RECORDED IN VOL. 50 OF DEEDS, PAGE 44, KNOWN AS BEACH PARK, SAID MONUMENT BEING DUE WEST 247.50 FEET FROM A CONCRETE MONUMENT ON THE NORTH LINE OF SAID BEACH PARK EXTENDED EASTERLY; THENCE SOUTH 3°00'00" WEST, 130.86 FEET ALONG THE EAST LINE OF SAID BEACH PARK TO A POINT ON THE NORTH RIGHT-OF-WAY MARGIN OF 200 AVE. SOUTHWEST; THENCE SOUTH 44°38'04" EAST, 80.82 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY MARGIN OF SAID 200 AVE. SOUTHWEST AND THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO PAUL MAYLOR, ET UX. AND HOWARD MAYLOR, ET UX. BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 117996, RECORDS OF ISLAND COUNTY, THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 214.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 97.69 FEET; THENCE SOUTH 60.92 FEET; THENCE SOUTH 43°30'00" WEST 78.00 FEET; THENCE WEST 44.00 FEET; THENCE NORTH 117.50 FEET TO THE TRUE POINT OF BEGINNING, TOGETHER WITH THAT CERTAIN 20 FOOT ACCESS EASEMENT AS DISCLOSED BY BOUNDARY ADJUSTMENT RECORDED DECEMBER 5, 1966 UNDER AUDITOR'S FILE NO. 86015629.

SCHEDULE B

Percentage of ownership of common areas after Phase I, II, III, IV and V have been combined, subject to further defeasance.

<u>Apartment No.</u>	<u>Value</u>	<u>Percentage</u>
	\$ 93,500.00	2.08
1	91,500.00	2.03
2	92,500.00	2.06
3	93,500.00	2.08
4	95,500.00	2.12
5	93,500.00	2.12
6	93,500.00	2.08
7	94,500.00	2.10
8	95,500.00	2.12
9	97,500.00	2.16
10	97,500.00	2.16
11	95,500.00	2.12
12	96,500.00	2.14
13	97,500.00	2.16
14	99,500.00	2.21
15	87,500.00	1.94
16	97,500.00	2.16
17	95,500.00	2.12
18	97,500.00	2.16
19	99,500.00	2.21
20	97,500.00	2.16
21	99,500.00	2.21
22	117,679.00	2.61
23	117,679.00	2.61
24	120,000.00	2.66
25	120,000.00	2.66
26	122,321.00	2.72
27	122,321.00	2.72
28	132,176.00	2.93
29	143,114.00	3.18
30	134,455.00	2.99
31	145,393.00	3.23
32	136,734.00	3.04
33	148,128.00	3.29
34	143,114.00	3.18
35	132,176.00	2.93
36	145,393.00	3.23
37	134,455.00	2.99
38	148,128.00	3.29
39	136,734.00	3.04
40		
TOTAL	\$4,504,000.00	100.00

88-4-2

UNIT NO.	FLOOR	LOCATION OF UNIT	NO. OF BEDROOMS	NO. OF BATHROOMS	NO. OF WALK-IN/ WALK-THROUGH CLOSETS	UTILITY ROOM	LINEN CLOSETS	BATH, DECK OR SUNROOM	KITCHEN	LIVING ROOM/ DINING ROOM COMBINATION	GARAGE NO.	TOTAL NO. OF ROOMS	SQUARE FOOTAGE
23	first	East Unit	2	1 3/4	1	Yes	2	Sunroom & Deck	Yes	Yes	23	7	1,986
24	first	West Unit	2	1 3/4	1	Yes	2	Sunroom & Deck	Yes	Yes	24	7	1,866
25	second	East Unit	2	1 3/4	1	Yes	2	Sunroom & Deck	Yes	Yes	25	7	1,986
26	second	West Unit	2	1 3/4	1	Yes	2	Deck	Yes	Yes	26	6	1,736
27	third	East Unit	2	1 3/4	1	Yes	2	Sunroom & Deck	Yes	Yes	27	7	1,986
28	third	West Unit	2	1 3/4	1	Yes	2	Deck	Yes	Yes	28	6	1,736

PHASE III

4.3 Describe each apartment by number, floor location, kind and number of rooms in the apartment deck or lanai, and the total square foot floor area of each apartment.

(See above.)

SCHEDULE C

22-6-2

SCHEDULE D

- 3.1 The number of apartment floors in each building and the number of apartments.

Phase III consists of one building having six apartments on three floors built above basement garages. Units 23 and 24 are on the first floor; units 25 and 26 are on the second floor; and units 27 and 28 are on the third floor, which is the top floor.

- 4.2 Identify by letter and/or number each apartment, parking space and storage locker. Total number of parking spaces and total number of lockers.

Each unit is assigned a garage in the basement with two parking spaces each. Each garage is identified with the same number as the apartment.

There are six units in Phase III and 6 garages with 12 parking space.

SCHEDULE E

3.1 Description of apartment buildings and of principal materials of which the building is constructed.

The building is built on a concrete foundation and structural support members above the basement garages. Between floors, there are support beams supporting wood trusses. All units have a lightweight concrete floor. The building's roof is a combination of heavy-duty composition shingles and built-up hot mopped roofing. Wood framed construction is utilized with a wood siding exterior. The interior walls are finished with sheet rock and paint. The floors are covered with carpet and/or vinyl floor covering. The walls between units have double wall construction utilizing double wood plates in an effort to reduce the sound transmission between units.

3.2 Description of the recreational facilities, if any.

There are no recreational facilities included within the condominium project.

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2.2.3 Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing and the signatures must be witnessed or acknowledged. Proxies must be filed with the Secretary before the appointed time of each meeting. No proxy shall be valid for a period longer than 11 months after the date thereof.

2.2.4 Voting by Mail. The Board may decide that voting of the members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or Bylaws, or with respect to any other matter for which approval by owners is required by the Declaration or Bylaws, in accordance with the following procedure.

2.2.4.1 In case of election of Board members by mail, the existing Board members shall advise the Secretary in writing of the names of proposed Board members sufficient to constitute a full Board and of a date at least 50 days after such advice is given by which all votes are to be received. The Secretary within 5 days after such advice is given shall give written notice of the number of Board members to be elected and of the names of the nominees to all owners of each membership. The notice shall state that any such owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date 15 days from the date the notice is given by the Secretary. Within 5 days after such specified date the Secretary shall give written notice to all owners of a membership, stating the number of Board members to be elected, stating the names of all persons nominated by the Board and by the members on or before said specified date, stating that each owner may cast a vote by mail and stating the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as Board members pursuant to such an election by mail by receipt of the number of votes required by applicable law shall take office effective on the date specified in the notice for receipt of such votes.

2.2.4.2 In the case of a vote by mail relating to any other matter, the Secretary shall give written notice to all owners of each membership which notice shall include a proposed written resolution setting forth a description of the proposed action, and shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than 20 days after the date such notice shall have been given on or before which all votes must be received and stating that they must be sent to the specified address of the principal office of the association. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, unless a greater or lesser voting requirement is established by the Declaration or Bylaws for the matter in question.

2.2.4.3 Delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section 2.2.4.

2.2.5 Adjourned Meeting. If any meeting of the owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called.

2.2.6 Order of Business. The order of business at all meetings of the owners of apartments shall be as follows:

- A. Roll Call.
- B. Proof of Notice of Meeting or Waiver of Notice.
- C. Reading of Minutes of preceding meeting.
- D. Reports of officers.
- E. Reports of committees.
- F. Election of Board members (annual meeting only).
- G. Unfinished business.
- H. New business.

ARTICLE III Management of Condominium

3.1 In General. The affairs of the Association shall be governed by a Board which, after Declarant's management authority ends shall be composed of three members. With regard to initial management by Declarant (or a temporary Board selected by Declarant), transfer of management to the permanent Board and the Board's authority, reference is made to Article 10 of the Declaration.

3.2 Additional Provisions Regarding Board.

3.2.1 Election and Term of Office. The members of the initial Board (that is the first Board elected by the owners after Declarant's management authority ends) shall serve for at least a one-year term of office; provided, that at the Association meeting at which the initial Board is elected, the owners shall adopt voting procedures designed to assure that the expiration dates for the term of the initial Board members are staggered.

3.2.2 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, even though they may constitute

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less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association.

3.2.3 **Removal of Board Members.** At any regular meeting or at any special meeting called for that purpose, any one or more of the Board members may be removed with or without cause, by a majority of all of the apartment owners, and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been so proposed by the owners shall be given an opportunity to be heard at the meeting. Notwithstanding the above, until Declarant's management authority ends, only Declarant shall have the right to remove a Board member.

3.2.4 **Organizational Meeting.** The first meeting of a newly elected Board shall be held immediately following the annual meeting and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting.

3.2.5 **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board members, but at least two such meetings shall be held during each fiscal year and one such meeting shall be held immediately following the annual meeting of owners. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

3.2.6 **Special Meetings.** Special meetings of the Board may be called by the President on three days notice to each Board member, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Board members.

3.2.7 **Waiver of Notice.** Before, at or after any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.2.8 **Quorum.** At all meetings of the Board, a majority thereof shall constitute a quorum for the transaction of business, and the acts of the majority of the Board members present at a meeting at which quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.2.9 **Fidelity Bonds.** The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish

adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

3.2.10 Board Fees. Each Board member shall receive such sum as the owners may from time to time determine, plus transportation expenses, for attendance at any regular or special meeting of the Board.

ARTICLE IV. Officers

4.1 Designation. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board, annually.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice-President need not be filled. The Board may elect officers from among its members, or otherwise.

4.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board called for such purpose.

4.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board. He shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit association including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5 Vice-President. A Vice-President shall have all the powers and authority and perform all of the functions and duties of the President and, in the absence of the President or his inability for any reason, to exercise such powers and functions or perform such duties.

4.6 Secretary. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall in general perform all the duties incident to the office of Secretary. The Secretary may compile and keep up to date at the principal office of the Association a complete list of members and their registered mailing addresses. Such list shall also show opposite each member's name the number or other appropriate designation of the apartment owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

4.7 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Managers.

4.8 Assistant Secretary. The Board may appoint one or more Assistant Secretaries to perform all of the duties of the Secretary in the absence of the Secretary.

4.9 Assistant Treasurer. The Board may appoint one or more Assistant Treasurers to perform all of the duties of the Treasurer in the absence of the Treasurer.

ARTICLE V. Indemnification of Officers and Managers

5.1 Indemnification. The Association shall indemnify every Board member or officer, and his or her heirs, executors and administrators as provided in Article 17 of the Declaration. Nothing contained in said Article 17 shall, however, be deemed to obligate the Association to indemnify any member or owner of a condominium apartment who is or has been a Board member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a member or owner of a condominium apartment covered thereby.

ARTICLE VI. Obligations of Owners

6.1 In General. Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the condominium was built and each owner shall comply strictly with all provisions of the Declaration. Without limiting the generality of the foregoing, particular reference is made to Articles 11, 12 and 16 of the Declaration.

6.2 Use of General Common Elements and Limited Common Elements. Each owner shall use the general common elements and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

6.3 Right of Entry.

6.3.1 An owner shall permit the Managing Agent or other person authorized by the Board the right of access to the owner's apartment and appurtenant limited common areas from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the common areas, or at any time deemed necessary by the Managing Agent or Board for the making of emergency repairs or to prevent damage to any of the common areas.

6.3.2 An owner shall permit the Managing Agent or other persons authorized by the Board, or other owners, or their representatives, when so required, to enter his apartment for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to the apartments and limited common areas of such other owners; provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

6.4 Power of Attorney. Each owner shall, upon becoming an owner of a condominium apartment, execute a power of attorney in favor of the Association, irrevocably

appointing the Association his attorney-in-fact to maintain, repair and improve the building and general and limited common areas, and to deal with the owner's condominium apartment upon its destruction or obsolescence and regarding insurance proceeds as is provided in the Declaration. The purpose of such execution shall be more fully to evidence such appointment, but failure to execute such power of attorney shall in no way derogate from the appointment provided in the Declaration.

ARTICLE VII. Bylaws

7.1 Amendments. Bylaws (and amendments thereto) for the administration of the Association and the property, and for other purposes not inconsistent with the Act or with the intent of the Declaration, shall be adopted by the Association by concurrence of these voting owners holding sixty percent (60%) of the voting power at a regular or special meeting. Notice of the time, place and purpose of such meeting shall be delivered to each apartment owner at least ten (10) days prior to such meeting.

ARTICLE VIII. Mortgages

8.1 Notice to Association. An owner who mortgages his apartment shall notify the Association through the Managing Agent, if any, or the President of the Board, giving the name and address of his mortgagee. The Association shall maintain such information in a book or list entitled "mortgages of Apartments."

8.2 Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of an apartment report any unpaid assessments due from the owner of such apartment.

ARTICLE IX. Evidence of Ownership, Registration of Mailing Address and Required Proxies

9.1 Proof of Ownership. Any person on becoming an owner of a condominium apartment shall furnish to the Managing Agent or Board a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or at a special meeting of members unless this requirement is first met.

9.2 Registration of Mailing Address. The owners of each condominium apartment shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a condominium apartment owner or owners shall be furnished by such owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the owners of the condominium apartment or by such persons as are authorized by law to represent the interests of (all of) the owners thereof. If no such address is registered or if all of the owners cannot agree, then the address of the apartment

shall be the registered address until another registered address is furnished as permitted under this section. Registered addresses may be changed from time to time by similar designation.

9.3 Completed Requirement. The requirements contained in this Article shall be first met before an owner of a condominium apartment shall be deemed in good standing and entitled to vote at any annual or special meeting of members.

ARTICLE X.
Conflict with Declaration or Law

These Bylaws are intended to comply with and supplement the requirements of the Washington Horizontal Property Regimes Act and the Declaration. If any of these Bylaws conflict with the provisions of said statute or Declaration, the provisions of the statute and Declaration will apply.

ARTICLE XI.
Nonprofit Association

12-11-85
This Association is not organized for profit. No member, member of the Board or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any members of the Board. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) any member or Board member may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

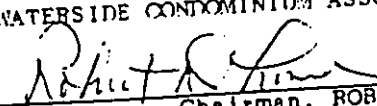
ARTICLE XII.
Fiscal Year

The fiscal year of the Association will begin on January 1 and end on December

31.

DATED this 5th day of December, 1985.

WATERSIDE CONDOMINIUM ASSOCIATION


Chairman, ROBERT LOWE


ATTEST:


JUNE SERIO, Secretary

STATE OF WASHINGTON)
) ss.
County of Island)

On this 5th day of December, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT LOWE and JUNE SEBO, to me known to be the Chairman and Secretary, respectively, of WATERSIDE CONDOMINIUM ASSOCIATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.


NOTARY PUBLIC in and for the State of
Washington, residing at Oak Harbor.



SCHEDULE A-2
Tract B
Phase II

A tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as per plat recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M., described as follows:

Commencing at the concrete monument marking the northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west 247.50 feet from a concrete monument on the north line of said Beach Park extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point on the north right of way margin of 200 Ave. Southwest; thence

S 44 38 04 E, 80.82 feet to a point on the south right of way margin of said 200 Ave. Southwest and the northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County;

N 05 12 27 W, being a curve with a radial line from said point bearing to the radius point; thence easterly along said curve being to the left, having a radius of 602.96 feet, through a central angle of 04 33 33, an arc distance of 47.98 feet; thence continuing along said south right of way margin

N 80 14 00 E, 123.06 feet to the true point of beginning; thence continuing N 80 14 00 E, along said right of way margin, a distance of 20.17 feet; thence leaving said south right of way margin

S 17 07 00 E, (Also recorded as S 17 10 E) 150.00 feet; thence S 80 14 00 W, 107.56 feet to the northeast corner of that certain tract conveyed to Howard Maylor, et ux, and Paul Maylor, et ux, by instrument recorded under Auditor's File No. 140047, records of Island County; thence

N 32 32 47 W, 21.00 feet; thence

N 05 41 58 W, 43.48 feet; thence

N 01 59 32 E, 60.31 feet; thence

N 80 14 00 E, 64.44 feet; thence

N 17 07 00 W, 27.22 feet to the true point of beginning.

Together with and subject to those certain access and utility easements as shown on that certain record of survey recorded in Volume 6 of Surveys, Page 65, under Auditor's File No. 85003259, records of Island County, Washington.

SCHEDULE A-1
Tract A
Phase I

A tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as per plat recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M., described as follows:

Commencing at the concrete monument marking the northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west 247.50 feet from a concrete monument on the north line of said Beach Park extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point on the north right of way margin of 200 Ave. Southwest; thence S 44 38 04 E, 80.82 feet to a point on the south right of way margin of said 200 Ave. Southwest and the northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County; thence

South, along the west line of said tract, a distance of 214.00 feet to the true point of beginning; thence North, along said west line a distance of 214.00 feet to aforesaid point on the south right of way margin of 200 Ave. Southwest, said south right of way margin being a curve with a radial line from said point bearing

N 05 12 27 W, To the radius point; thence easterly along said curve being to the left, having a radius of 602.96 feet, through a central angle of 04 33 33, an arc distance of 47.98 feet; thence continuing along said south right of way margin

N 80 14 00 E, 123.06 feet; thence leaving said south right of way margin

S 17 07 00 E, 27.22 feet; thence

S 80 14 00 W, 64.44 feet; thence

S 01 59 32 W, 60.31 feet; thence

S 05 41 58 E, 43.48 feet; thence

S 32 32 47 E, 21.00 feet to the northeast corner of that certain tract conveyed to Howard Maylor, et ux, and Paul Maylor, et ux, by instrument recorded under Auditor's File No. 140047, records of Island County; thence

S 04 21 20 E, 83.19 feet to a point lying east of the true point of beginning; thence

West 133.18 feet to the true point of beginning. Together with and subject to those certain access and utility easements as shown on that certain record of survey recorded in Volume 6 of Surveys, Page 65, under Auditor's File No. 85003259, records of Island County, Washington.

SCHEDULE A

Legal Description of the Real Property Upon Which
the Condominium is Located is as Follows:

Phase I, and Phase II if constructed, will be located on the
real property described on Schedule A-1. Subsequent phases,
if any, shall be located on adjacent real properties now owned
or hereafter acquired by Prominent Properties.

The street address of the condominium building is:

2151 - 200 Avenue S. W., Oak Harbor, WA 98277

The name of the condominium is:

Waterside

The name of the corporation is:

Waterside Condominium Association of Apartment Owners

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SCHEDULE A-3
Tract C
Phase III, IV and/or V

A tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as per plat recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M., described as follows:

Commencing at the concrete monument marking the northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west 247.50 feet from a concrete monument on the north line of said Beach Park extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point on the north right of way margin of 200 Ave. Southwest; thence
S 44 38 04 E, 80.82 feet to a point on the south right of way margin of said 200 Ave. Southwest and the northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County; thence
South, along the west line of said tract, a distance of 214.00 feet to the true point of beginning; thence
70.00 feet; thence

East, 212.86 feet; thence
South, 72.78 feet; thence
S 74 06 11 W, 232.80 feet to the true point of beginning.
North, Together with and subject to those certain access and utility easements as shown on that certain record of survey recorded in Volume 6 of Surveys, Page 65, under Auditor's File No. 85003259, records of Island County, Washington.

SCHEDULE A-4
Tract D
Phase III, IV and/or V.

A tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as per plat recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M., described as follows:

Commencing at the concrete monument marking the northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west 247.50 feet from a concrete monument on the north line of said Beach Park extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point on the north right of way margin of 200 Ave. Southwest; thence

S 44 38 04 E, 80.82 feet to a point on the south right of way margin of said 200 Ave. Southwest and the northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County; thence

South, along the west line of said tract, a distance of 214.00 feet; thence

East, 70.00 feet to the true point of beginning; thence continue

East, 63.18 feet; thence

S 04 21 20 E, 96.40 feet to the meander line; thence

S 17 07 00 E, (Also recorded as S 17 10 E) 92.99 feet; thence

S 74 06 11 W, 101.76 feet; thence

North, 212.86 feet to the true point of beginning.
Together with and subject to those certain access and utility easements as shown on that certain record of survey recorded in Volume 6 of Surveys, Page 65, under Auditor's File No. 85003259, records of Island County, Washington.

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DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS FOR
WATERSIDE CONDOMINIUM

Condominium

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DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND RESERVATIONS
FOR

WATERSIDE

Condominium

PROMINENT PROPERTIES, a Washington partnership, being the sole owners of the hereinafter described real property and improvements thereon, does hereby make this Declaration for WATERSIDE CONDOMINIUM pursuant to the provisions of the Horizontal Property Regimes Act, Chapter 64.32 of the Revised Code of Washington. —

ARTICLE I
INTERPRETATION

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

1.2 **Consistent with Act.** The terms such as, but not limited to, "apartment," "apartment owner," "association of apartment owners," "building," "common areas and facilities," and "property," used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.3 **Covenants Running with Land.** It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

1.4 **Apartment and Building Boundaries.** In interpreting the Survey Map and Plans, the existing physical boundaries of the building(s) and each apartment as constructed shall be conclusively presumed to be its boundaries.

1.5 **Percentage of Mortgagees.** For purposes of determining the percentage of first mortgagees approving a proposed decision or course of action in cases where a mortgagee holds first mortgages on more than one apartment, such mortgagee shall be deemed a separate mortgagee for each such first mortgage so held.

1.6 **Declarant is Original Owner.** Declarant is the original owner of all apartments and property and will continue to be deemed the owner thereof except as conveyances or documents changing such ownership regarding specifically described apartments are filed of record.

1.7 **Captions and Schedules.** Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various schedules referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.8 **Inflationary Increase in Dollar Limits.** The dollar amounts specified in Articles 10, 13, 14 and 18 may, in the discretion of the Board, be increased proportionately by the increase in the Consumer Price Index for the City of Seattle, Washington (or the smallest geographical area containing Island County, Washington), For All Urban Consumers, prepared by the United States Department of Labor for the base period, January 1, 1985, to adjust for any inflation in the value of the dollar.

1.9 **Definitions.**

1.9.1 "Act" shall mean the Horizontal Property Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as amended.

1.9.2 "Association" shall mean the Association of Apartment Owners provided for in Article 9.

1.9.3 "Board" shall mean the Board of Directors of the Association provided for in Section 10.1.

1.9.4 "Bylaws" shall mean the Bylaws of the Association provided for in Section 9.5.

1.9.5 "Common Areas" shall mean those portions of the condominium property (including the land described in Schedule A and improvements thereto) as provided in Article 6 and as limited by Article 7.

1.9.6 "Declarant" shall mean the undersigned (being the sole owner(s) of the property described in Schedule A hereof).

1.9.7 "Declaration" shall mean this Declaration and any amendments thereto.

1.9.8 "Interior Surfaces" (where the phrase is used in defining the boundaries of apartments or limited common areas) shall not include paint, wallpaper, paneling, carpeting, tiles or other such decorative surface coverings or finishes. Said decorative finishes and coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors and the like) located in and used in connection with said limited common areas, shall be deemed a part of said limited common areas.

1.9.9 "Limited Common Areas" shall mean those portions of the common areas as provided in Article 7.

1.9.10 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against an apartment and shall also mean a real estate contract for the sale of an apartment.

1.9.11 "Mortgagee" shall mean the beneficial owner or the designee of the beneficial owner, of an encumbrance on an apartment created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of an apartment.

1.9.12 "Mortgage Foreclosure" shall include a deed of trust sale and a deed given in lieu of such foreclosure or sale, and a forfeiture of a real estate contract or a deed given in lieu of such forfeiture.

1.9.13 "Mortgagee of an Apartment" shall mean the holder of a mortgage on an apartment, which mortgage was recorded simultaneously with or after the recordation of this Declaration. Unless the context requires otherwise, the term "mortgagee of an apartment" shall also be deemed to include a mortgagee of the condominium.

1.9.14 "Mortgagee of the Condominium" shall mean the holder of a mortgage on the real property which this Declaration affects, which mortgage was recorded prior to the recordation of this Declaration. The term "mortgagee of the condominium" does not include mortgagees of the individual apartments.

1.9.15 "Owner" shall mean an apartment owner as that term is defined in the Act.

1.9.16 "Person" shall include natural persons, partnerships, corporations, associations, trusts, estates and personal representatives.

1.10 Singular Shall Include Plural. Reference to the singular shall include the plural and vice versa; and reference to the masculine shall include the feminine and vice versa.

ARTICLE 2

DESCRIPTION OF LAND; EFFECT OF CONDOMINIUM

2.1 Description of Land. The land on which the building(s) and improvements provided for in this Declaration are located is described in Schedule A attached hereto.

2.2 Effect of Condominium. By acceptance of a conveyance, contract for sale, lease, rental agreement, any form of security agreement or instrument, or any privilege of use or enjoyment, respecting the property of any apartment in the horizontal property regime created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein and incorporated herein by reference, states, covenants, conditions, restrictions, and reservations effecting a common plan for the condominium development mutually beneficial to all of the described apartments, and that the covenants, conditions, restrictions, reservations and condominium plan are binding upon the entire property and upon each such apartment as a parcel of realty, and upon the apartment's owner or possessor, and his heirs, personal representative, successors and assigns, through all successive transfers of all or part of the property or of any security interest(s) therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeitures, foreclosures, or sales of apartments under security instruments.

ARTICLE 3

DESCRIPTION OF BUILDING AND IMPROVEMENTS

3.1 Apartment Buildings. A description of the apartment building(s) and of the principal materials of which the building(s) is constructed is set forth in Schedule E attached hereto, and the number of apartment floors in each building and the number of apartments is set forth in Schedule D attached hereto.

3.2 Recreational Facilities. A description of the recreational facilities, if any, included within the condominium project is set forth in Schedule E attached hereto.

ARTICLE 4

DESCRIPTION OF APARTMENTS, LOCATION, AREA AND NUMBER OF ROOMS

4.1 **Building Location.** Each apartment building is identified and shown on the Survey Map filed in conjunction with this Declaration.

4.2 **Apartment Location.** Each apartment, parking space and storage locker, if any, is identified by a letter and/or number. The exact location of each apartment, storage locker and parking space is shown in the Plans filed in conjunction herewith. The total number of parking spaces and storage lockers is set forth in Schedule D attached hereto.

4.3 **Apartment Description.** In Schedule C attached hereto, each apartment is described by apartment number, floor location, kind and number of rooms in the apartment, deck or lanai, and the total square foot floor area of the apartment.

ARTICLE 5

ACCESS

5.1 **Access to Common Ways.** Each apartment has direct access to common area stairways, lobby, walks, parking areas and driveways.

5.2 **Access to Public Streets.** The common areas have a direct access to the public street(s) identified in Schedule A.

ARTICLE 6

DESCRIPTION OF COMMON AREAS AND FACILITIES CERTAIN ITEMS MAY BE MADE OWNER'S RESPONSIBILITY

6.1 Except as otherwise specifically reserved, assigned or limited by the provisions of Article 7 hereof, the common areas and facilities consist of the following:

6.1.1 The land described in Schedule A.

6.1.2 The windows, roofs, foundations, columns, girders, studding, joists, beams, supports, main walls, except only non-load bearing interior partitions of apartments, and all other structural parts of the buildings, to the interior surfaces of each apartment's perimeter walls, floors, ceilings, windows, and doors, that is, to the boundaries of the apartments as the boundaries are defined in the Act, and any replacements thereof.

6.1.3 Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating, pipes, conduits and wires, wherever they may be located, whether in partitions or otherwise, elevator shafts, tanks, pumps, motors, fans, compressors, ducts, and in general, all apparatus and installations existing for common use in connection with central services.

6.1.4 The driving areas which provide access to the limited common areas for parking and any guest parking or other parking areas not assigned to apartments.

6.1.5 The yards, gardens, landscaped areas and walkways which surround and provide access to the building(s) or are used for recreational purposes.

6.1.6 The lobbies, halls and corridors not within apartments; storage areas not assigned to apartments; stairways and stairs, and entrances and exits of the building(s); refuse rooms; spaces and facilities; equipment rooms and utility rooms.

6.1.7 Premises for the loading or use of persons in charge of, or maintaining, the property, if any.

6.1.8 The recreational facilities, if any, described in Schedule E attached hereto.

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

6.1.10 Certain items which could ordinarily be considered common areas, such as but not limited to screen doors, window screens, awnings, storm windows, planter boxes and the like, may, pursuant to the decision of a majority of owners and subject to specification in the Bylaws or administrative rules, be designated as items to be furnished and maintained by apartment owners at their individual expense, in good order, according to standards and requirements set by the Board by rule, regulation or Bylaw.

ARTICLE 7

DESCRIPTION OF LIMITED COMMON AREAS; EASEMENTS FOR EXCLUSIVE USE RESERVED FOR CERTAIN APARTMENTS

7.1 Limited Common Areas. The limited common areas and facilities are reserved for the exclusive use of the owner or owners of the apartment or apartments to which they are adjacent or assigned and consist of:

7.1.1 The patio/yard areas, deck or lanai, if any, individual entranceway and individual stairway, if any, which is adjacent to each apartment as more particularly shown on the Survey Map and Plans, the boundaries of said patio/yard area, deck or lanai being defined by the interior surfaces of the walls, floor, ceiling, doors, windows, ground, railings, fence or curb enclosing said patio/yard area, deck or lanai; provided that, if no such fence, curb or other enclosure exists, then the boundary of such limited common area shall be as depicted on the Survey Map and Plans.

7.1.2 Parking space(s) which is assigned to each apartment as more particularly shown on the Survey Map and Plans, the boundaries of said parking stall being defined by the interior surface of the walls, floor and/or striping enclosing said parking space.

7.1.3 The storage locker(s), if any, which is assigned to each apartment as more particularly shown on the Survey Map and Plans, the boundaries of said storage locker being defined by the interior surfaces or the top, bottom, door and sides of said storage lockers.

7.1.4 Each other limited common area, if any, as may be described on Schedule E attached hereto.

7.2 **Parking, Etc., Assignment.** Declarant reserves the right to make the initial assignment of parking spaces and storage lockers to each apartment, such assignment either being made on an attached schedule to this Declaration; by amendment to this Declaration; as shown on the Survey Map and Plans; or by designation contained in the apartment deed, contract or other conveyance executed by the Declarant. With respect to each apartment, Declarant shall make such assignment prior to or contemporaneously with the closing of the sale of such apartment by Declarant. The balance of any parking spaces and storage lockers, if any, not so assigned to specific apartments shall constitute part of the common area to be used in accordance with the rules and regulations established from time to time by the Board.

7.3 **Transfer of Parking Rights, Etc.** After Declarant's initial assignment, an owner may rent or lease the parking stall and/or parking space and/or storage locker assigned to that apartment to any other apartment owner; provided, that the rental or lease term shall automatically expire on the date the lessor owner disposes of his interest in the apartment (whether such disposition is by deed, contract or otherwise); and provided, further, that the Board shall be notified in writing of the existence of any such rental or lease arrangement. Such rental or lease arrangement shall be cancelable upon fifteen (15) days written notice to the renter or lessee from a mortgagee who has succeeded to the interest of its mortgagor by way of foreclosure or pursuant to an involuntary sale or deed in lieu thereof. In addition, any two owners may exchange, either on a permanent or temporary basis, the parking stalls, parking spaces and/or storage lockers assigned to their respective apartments; provided, any such exchange made on a permanent basis shall be made by jointly executed instrument in a recordable form approved by the Board, to be effective upon the recording of the executed instrument in the proper county auditor's office.

ARTICLE 8

VALUE AND PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS

The value of the entire property and the values and percentages of interest for each apartment are stated in Schedule B attached hereto. Each apartment includes all the limited common areas appertaining thereto and the percentage of undivided interest in the common areas appertaining thereto. The values are schedules to establish the percentages required by the Act and do not necessarily reflect the amount for which an apartment will or may be sold from time to time by Declarant or others.

ARTICLE 9

OWNERS' ASSOCIATION

9.1 **Form of Association.** Initially the Association may be an unincorporated association. Alternatively, it may initially be an incorporated association. The Board, or

until such time as the initial Board is selected, may at any time it deems advisable in exercise of its sole discretion, without the necessity of prior approval or other action by the members, cause such unincorporated association to be converted to a non-profit corporation, the rights and duties of the members and of such corporation shall continue to be governed by the provisions of the Act and of this Declaration.

9.2 Membership.

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

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

9.3 Voting.

9.3.1 **Number of Votes.** The total voting power of all owners shall be one hundred (100) votes and the total number of votes available to owner(s) of any one apartment shall be equal to one hundred (100) times the percentage of undivided interest in the common areas and facilities appertaining to such apartment.

9.3.2 **Voting Owner.** There shall be one (1) voting representative of each apartment. Declarant shall be considered an "owner" as that term is used herein, and shall be the voting representative with respect to any apartment(s) owned by Declarant. If a person (including Declarant) owns more than one apartment, he shall have the votes for each apartment owned. The voting representative shall be designated by the owner of each apartment by written notice to the Board, and need not be an owner. The designation shall be revocable at any time by actual notice to the Board from a party having an ownership interest in the apartment, or by actual notice to the Board of the death or judicially declared incompetence of any party having an ownership interest in the apartment. This power of designation and revocation may be exercised by the guardian of an apartment owner, and the administrator or executor of an owner's estate. Where no designation is made, or where a designation is made but is revoked and no new designation has been made, the voting representative of each apartment shall be the group composed of all its owners. All owners may be present at any meeting of the Association members.

9.3.3 **Joint Owner Disputes.** The vote for an apartment must be cast as a single vote and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote shall be cast, the majority of said joint owners shall prevail and the vote allocated to such apartment shall be cast accordingly. In the event more than one vote is cast for a particular

apartment, none of said votes shall be counted and said votes shall be deemed void.

9.3.4 Pledged Votes. In the event the record owner has pledged in writing his vote regarding specified matters to a mortgagee under a duly recorded mortgage, or to the vendor under a duly recorded real estate contract, only the vote of such mortgagee or vendor shall be recognized in regard to the specified matters upon which the vote is so pledged, and only during a period of foreclosure involving a mortgage and only during a period of forfeiture involving a real estate contract and only if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting owners and their respective mortgagees and vendors, if any.

9.4 Meetings, Audits, Notices of Meetings.

9.4.1 Annual Meetings, Audits. There shall be an annual meeting of the owners in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice of the Board delivered to the owner no less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting. At the annual meeting, there shall be presented an audit of the common expenses, itemizing receipts and disbursements for the preceding fiscal year, and the allocation thereof to each owner, and the estimated common expenses for the coming fiscal year. The Board at any time, or at the written request of owners having at least forty percent (40%) of the total votes, may require that an audit of the Association and management books be presented at a special meeting. An owner, at his own expense, may at any reasonable time make an audit of the books of the Board and Association. The annual audit of common expenses to be presented at the annual meeting shall be conducted by a person or entity outside of and removed from the condominium association as selected by the Board of Directors.

9.4.2 Special Meetings. Special meetings of the owners may be called at any time for the purpose of considering matters which by the terms of the Act or of this Declaration require the approval of all or some of the owners, or for any other reasonable purpose. Such meetings shall be called by written notice of the president, or after request signed by a majority of the Board, or by written request by owners having at least forty percent (40%) of the total votes, which notice shall be delivered not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered. No business other than that set forth in the notice shall be transacted at the meeting.

9.5 Bylaws of Association.

9.5.1 Adoption of Bylaws. Bylaws for the administration of the Association and the condominium property, and for other purposes not inconsistent with the Act or with the intent of this Declaration, may be adopted at a regular or special meeting by the Association upon the vote of owners holding at least sixty percent (60%) of the total voting power as set forth in Section 9.3.1. Notice of the time, place and purpose of such meeting shall be delivered to each owner not less than ten (10) nor more than thirty (30) days prior to such meeting. Amendments to the Bylaws may be adopted in the same manner as provided for the original adoption of the Bylaws by the owners pursuant to this Section 9.5.1. Declarant may adopt initial Bylaws.

9.5.2 Bylaw Provisions. The Bylaws may contain provisions identical to those provided in this Article 9, and may contain supplementary, not inconsistent, provisions regarding the operation of the condominium and administration of the property. The Bylaws shall establish such provisions for quorum, ordering of meeting and details regarding the giving of notice as may be required for the proper administration of the Association and the property.

ARTICLE 10

MANAGEMENT OF CONDOMINIUM

10.1 Management by Declarant. Until a date two years from the date of recording this Declaration, or the date on which Declarant shall have closed the sales of apartments having seventy-five percent (75%) of the voting power as set forth in Section 9.3.1, or the date on which Declarant elects to permanently relinquish all of its authority under this Section 10.1 by written notice to all owners, whichever date first occurs, the property shall be managed and the Association organized as follows, in the exercise of the sole discretion of the Declarant:

10.1.1 So long as no temporary Board is then entitled to exercise management authority under Section 10.1.2, Declarant, or a managing agent selected by Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board, including but not limited to enacting reasonable administrative rules, contracting for required services, property and insurance, and collecting and expending all assessments and Association funds. The declarant, or any such managing agent, shall have the exclusive right to contract for all goods and services, payment for which is to be made from any common or maintenance funds.

10.1.2 Declarant may at such times as Declarant deems appropriate select as a temporary Board three (3) to seven (7) persons who own or are purchasers of apartments, or are officers of corporations, trusts, partnerships or other entities owning or purchasing such apartments. This temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the condominium under this Declaration and the Bylaws, and shall be subject to all provisions of this Declaration and the Bylaws; provided, that after selecting any such temporary Board, Declarant in the exercise of its sole discretion may at any time terminate such temporary Board, and reassume its management authority under Section 10.1.1 or select a new temporary Board under this Section 10.1.2.

10.1.3 These requirements and covenants are made in order to assure that the property and condominium will be adequately administered in the initial phases of development, and to assure an orderly transition to Association operation.

10.2 Management by Board. At the expiration of Declarant's management authority under Section 10.1, administrative power and authority shall vest in a Board of three (3) directors elected from among the owners. A meeting shall be called to elect the directors unless said meeting and election have been previously held. The Board may delegate all or any portion of its administrative duties to a manager, managing agent, or officer of the Association, or in such manner as may be provided by the Bylaws. All Board positions shall be open for election at the first annual meeting after the termination of Declarant's authority under Section 10.1. The Board shall elect a president from among its members, who shall preside over meetings of the Board and the meetings of the Association.

10.3 Authority of the Board

10.3.1 The Board (or Declarant or Declarant's managing agent as provided in Section 10.1 hereof), for the benefit of the condominium and the owners, shall enforce the provisions of this Declaration and of the Bylaws, shall have the duties, powers, authority and responsibility set forth under the Act, this Declaration and the Bylaws; and shall acquire and pay for out of the common expense fund hereinafter provided for all goods and services requisite to the proper functioning of the condominium, including but not limited to the following:

10.3.1.1 Water, sewer, garbage collection, electrical, telephone, gas and other necessary utility service as required for the common area. If one or more apartments or the common areas are not separately metered, the utility service may be paid as a common expense, and the Board may by reasonable formula allocate a portion of such expense to each such apartment involved as a portion of its common expense.

10.3.1.2 Policies of insurance or bonds providing coverage for fire and other hazards, liability for personal injury and property damage, and for the fidelity of Association officers and other employees, as the same are more fully required hereafter and in the Bylaws.

10.3.1.3 The services of persons or firms as required to properly manage the affairs of the condominium to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary; such personnel are employed directly by the Board or are furnished by the manager or management firm or agent.

10.3.1.4 Legal and accounting services necessary or proper to the operation of the Association's affairs, administration of the common areas, or the enforcement of this Declaration.

10.3.1.5 Painting, maintenance, repair and all landscaping and gardening work for the common areas, and such furnishings and equipment for the common areas as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common areas; provided, however, that the interior surfaces of each apartment shall be painted, maintained and repaired by the owners thereof and all such maintenance shall be at the sole cost and expense of the apartment owner as more particularly provided in Section 11.5.

10.3.1.6 Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, tax or assessments which the Board is required to secure by law, or which in its opinion shall be necessary or proper for the operation of the common areas or for the enforcement of this Declaration; provided, that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for a particular apartment or its owner, the cost thereof shall be specially charged to the owner of such apartment.

10.3.1.7 Maintenance and repair of any apartment, its appurtenances and appliances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the common areas or preserve the

appearance and value of the condominium development, and if the owner of said apartment has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the owner provided that the Board shall levy a special charge against the apartment of such owner for the cost of such maintenance or repair.

10.3.1.8 The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the property or against the common areas, rather than merely against the interest therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney's fees) incurred by the Board by reason of such lien or liens shall be specially charged against the owners and their apartments responsible to the extent of their responsibility.

10.3.1.9 The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund capital additions and improvements (other than for purposes of restoring, repairing or replacing portions of the common areas) having a total cost in excess of Five Thousand Dollars (\$5,000.00) without first obtaining the affirmative vote of the owners holding a majority of the voting power present or represented at a meeting called for such purpose, or if no such meeting is held, then the written consent of owners having a majority of the voting power; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-five Thousand Dollars (\$25,000.00) must be approved by owners having not less than seventy-five percent (75%) of the voting power.

10.3.1.10 The Board shall have the exclusive right to contract for all goods and services, payment of which is to be made from the maintenance fund. The Board may delegate such powers subject to the terms hereof.

10.3.1.11 The Board may, for common funds of the Association, acquire and hold in the name of the Association for the benefit of the owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise, and the beneficial interest in such property shall be owned by the owners in the same proportion as their respective interests in the common areas, and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the common fund of the Association as the Board may direct. The Board shall not, however, in any case acquire by lease or purchase real or personal property valued in excess of Five Thousand Dollars (\$5,000.00) except upon a majority vote of the apartment owners, or valued in excess of Twenty-five Thousand Dollars (\$25,000.00) except upon a seventy-five percent (75%) affirmative vote of the apartment owners, in the manner specified in subsection 10.3.1.9.

10.3.1.12 The Board and its agents or employees may enter any apartment or limited common area when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergency. Such entry shall be made with as little

inconvenience to the owner as practicable, and any damage caused thereby shall be repaid by the Board out of the common expense fund if the entry was due to any emergency or for the purpose of maintenance or repairs. If the repairs or maintenance were necessitated by or for the apartment entered or its owner, or requested by its owner, the costs thereof shall be specially charged to such apartment.

10.3.1.13 Each owner, by the mere act of becoming an owner or contract purchaser of an apartment, shall irrevocably appoint the Association as his attorney-in-fact, with full power of substitution, to take such action as may be reasonably necessary to promptly perform the duties of the Association and Board hereunder, including but not limited to the duties to maintain, repair and improve the property, to deal with owner's apartment upon damage or destruction, and to secure insurance proceeds.

10.3.1.14 In the discharge of its duties and the exercise of its powers as set forth in Section 10.3.1.9 and 10.3.1.12, the Board may borrow funds on behalf of the Association and to secure the repayment thereof, encumber, subject to the limitations set forth in this Declaration (including Section 18.4), the common areas and facilities and Association's funds and the undivided interest of each apartment owner therein; provided, that the owner of an apartment may remove said apartment and the percentage of the undivided interest in the common areas appurtenant to such apartment from the lien of such encumbrance or from any other lien arising pursuant to the provisions of RCW 64.32.070 by payment of the fractional or proportional amount of the lien attributable to such apartment. Such individual payments shall be computed by reference to the percentage interests appearing in this Declaration. Subsequent to any such payment, discharge or satisfaction, the apartment and the percentage of undivided interest in the common areas and facilities appurtenant thereto shall thereafter be free and clear of the lien so paid, satisfied or discharged. Such partial payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce his rights against any apartment and the percentage of undivided interest in the common areas and facilities appurtenant thereto with respect to which the lien has not been so paid, satisfied or discharged.

ARTICLE 11

USE; REGULATION OF USE; ARCHITECTURAL UNIFORMITY

11.1 Residential Use. The building(s) and apartment(s) shall be used for single-family residential purposes only, on an ownership, rental or lease basis; and for the common social, recreational and other reasonable uses normally incident to such purposes, and also for such additional uses or purposes as are from time to time determined to be appropriate by the Board. Apartment(s) of the building(s) may be used for the purposes of operating the Association and for the management of the condominium, if required.

11.2 Sales Facilities of Declarant. Notwithstanding any provision in Section 11.1, Declarant, its agents, employees and contractors shall be permitted to maintain during the period of sale of the apartments, upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of apartments and including but not limited to, a

s office, storage area, signs, model units, sales office, construction office and parking for all prospective tenants or purchasers of Declarant.

11.3 **Vehicle Parking.** Parking spaces are restricted to use for parking of operative motor vehicles; other items and equipment may be parked or kept therein only subject to the rules and regulations of the Board. The Board may require removal of any inoperative or improperly licensed vehicle, or any unsightly vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed within three (3) days of the Board's giving notice to the owner of the vehicle, the Board may cause removal at the risk and expense of the owner thereof. Use of all parking areas may be regulated and is subject to the provisions of Article 7 of this Declaration.

11.4 **Common Drives and Walks.** Common drives, walks, walkways, hallways, corridors and stairways and other areas commonly used for transit shall be used exclusively for normal transit and no obstructions shall be placed thereon or therein or caused to be placed thereon or therein, and such areas shall be used for no purpose other than their normal and intended purpose, except by express written consent of the Board.

11.5 **Interior Apartment Maintenance.**

11.5.1 Each owner shall at his sole expense have the right and duty to keep the interior of his apartment and its equipment, appliances and appurtenances in good order, condition and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of his apartment. Each owner shall be responsible for the maintenance, repair and/or replacement of any plumbing fixtures, water heaters, fans, heating or other equipment, and electrical fixtures or appliances which may be exclusively connected with his apartment.

11.5.2 Without limiting the generality of the foregoing, each owner shall have the right and the duty, at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile and finish the windows, window frames, doors, door frames, trim and the interior surfaces of the ceilings, floors and the perimeter walls of the apartment and the surfaces of the bearing walls located within his apartment and shall not permit or commit waste of his apartment or the common areas. Each owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls; provided that, except for hard surface flooring installed by Declarant or installed as part of the original construction of the building, no owner shall install hard surface flooring within an apartment except with the prior written consent of the Board. Each owner and his agent has the right to maintain, repair, paint, finish, alter, substitute, add or remove any fixtures attached to said ceiling, floors or walls. This section shall not be construed to permit an interference with or damage to the structural integrity of the building or interference with the use and enjoyment of the common areas or of the other apartments or any of them, nor shall it be construed to limit the powers or obligations of the Board hereunder.

11.5.3 Limited common areas as defined in Article 7 are for the sole and exclusive use of the apartment(s) for which they are reserved or assigned; provided, that the use, condition and appearance thereof may be regulated under provisions of the Bylaws, rules or this Declaration including the following:

11.5.3.1 Decisions with respect to the standard of appearance and condition of limited common areas, and with respect to the necessity for and manner of, caring for, maintaining, repairing, repainting and/or redecorating limited common areas ("maintenance work" herein), shall be made by the Board.

11.5.3.2 Performance of such maintenance work shall be carried out by the Board on behalf of the owner or owners of apartment(s) to which the limited common area in question is assigned or reserved; provided, that by written notice, the Board may permit such owner or owners to perform such maintenance work themselves, and such permission shall reasonably be given.

11.5.3.3 Owners may not, however, modify, paint or otherwise decorate, or in any way alter their respective limited common areas without prior written approval of the Board, which approval shall not be unreasonably withheld.

11.5.3.4 Owners shall be responsible for the cost of such maintenance work for the limited common areas reserved for or assigned to their apartment.

11.5.3.5 With respect to a limited common area reserved for or assigned to more than one apartment for the mutual and joint use of the apartments thereof, the cost of such maintenance work for such limited common area shall be divided in equal shares among the apartments for which such limited common area is reserved.

11.5.3.6 Owners shall not be responsible for the repair, maintenance and replacement of structural portions of the condominium property occasioned by defects, damage, destruction or normal wear and tear (not caused by said owners), and the Board shall pay for the same as a common expense.

11.5.3.7 With respect to any such maintenance work performed by the Board, the cost thereof (or the appropriate share thereof if the limited common area in question has been assigned or reserved jointly to more than one apartment) shall be levied as a special charge against the apartment or apartments (and the owner or owners thereof) to which such limited common area is assigned or reserved.

11.6 Exterior Appearance. In order to preserve a uniform exterior appearance to the building(s) and the common and limited common areas visible to the public, the Board may require and provide for the painting and other decorative finish of the building(s), lanais or patio/yard areas, or other common or limited common areas undertaken or proposed by any owner. This power of the Board extends to screens, doors, awnings, rails and other visible portions of each apartment and building. Window treatments including, but not limited to, draperies, drapery liners and blinds which are viewable from the exterior shall be uniform in color within color ranges to be approved by the Board.

11.7 Effect on Insurance. Nothing shall be done or kept in any apartment or in the common areas which will increase the rate of insurance on the common areas or apartments without prior written consent of the Board. No owner shall permit anything to be done or kept in his apartment or in the common or limited common areas which will result in the cancellation of insurance on any apartment or any part of the common or limited common areas, or which

be in violation of any law, ordinance, rule or regulation of a governmental agency or body having jurisdiction over the condominium property or apartments.

11.8 **Signs.** No signs of any kind shall be displayed to the public view on or from any apartment, common area or limited common area except as may be provided in the Bylaws or upon the prior consent of the Board; provided, that such consent shall not be unreasonably withheld; and provided, that this section shall not apply to Declarant or Declarant's agents.

11.9 **Pets.** No animals, which term includes livestock, domestic animals, poultry, reptiles or living creatures of any kind, shall be raised, bred or kept in any apartment, limited common area or common area, whether as pets or otherwise, except subject to rules and regulations adopted by the Board or Bylaws adopted by the Association. The Board may at any time require the removal of any animal which it finds is dangerous or is disturbing other owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. No savage or dangerous animal shall be kept at any time. No pets may be permitted to run loose upon the condominium property and any owner who causes any animal to be brought or kept upon the condominium property shall indemnify the Association and hold it harmless from and against any loss, damage or liability which the Association may sustain as a result of the acts or presence of such animal whether or not the Association has given its permission therefor.

11.10 **Offensive Activity.** No noxious or offensive activity shall be carried on in any apartment, limited common area or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

11.11 **Common Areas Alterations.** Nothing shall be altered or constructed in or removed from the limited common areas except upon the written consent of the Board and pursuant to procedures required herein or by law.

11.12 **House Rules.** The Board and/or the owners are empowered to adopt, amend and revoke necessary or convenient detailed administrative rules and regulations, ("house rules") from time to time in order to insure compliance with the general guidelines of this Article and the other provisions of this Declaration.

ARTICLE 12

COMMON EXPENSES AND ASSESSMENTS

12.1 **Estimated Expenses.** Within thirty (30) days prior to the beginning of each fiscal year the Board shall estimate the charges (including common expenses and any special charges for particular apartments) to be paid during such year; shall make provisions for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for repair, replacement and acquisition of common areas and facilities and shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly assessments a reserve fund for the replacement of those common areas which can reasonably be expected to require replacement prior to the end of the useful life of the building(s). The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace each common area covered by the fund at the end of the estimated useful life of each such common area. The Declarant or initial Board may at any suitable time establish the first such estimate. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of

owner's assessment), the Board may at any time levy a further assessment, which shall be assessed to the owners in like proportions.

12.1.1 Initial Contribution. At the time of the initial sale of each apartment by Declarant, the original purchaser shall pay to the Association an amount equal to three times the then established monthly assessment which shall be non-refundable and non-transferable. Said payment will include the first monthly assessment plus an additional two months payment.

12.2 Payment by Owners. Each owner shall be obligated to pay his share of common expenses and special charges made pursuant to this Article to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. Any unpaid assessment or charge shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid. The budget may be reviewed and revised by the membership at the annual meeting, or at a special meeting called for such purpose, but if not so reviewed or if no change is made, shall be deemed approved.

12.3 Purpose. All funds collected hereunder shall be expended for the purposes designated in this Declaration.

12.4. Separate Accounts. The Board shall require that Association maintain separate accounts for current operation, reserves and a separate reserve account for payment of insurance. Each month the Board shall first deposit to the insurance reserve account that portion of the common expense assessment necessary to pay at least one-twelfth of the total cost of all the insurance policies provided regarding the condominium and such insurance reserve account shall be held separate and inviolate until utilized for payment of insurance premiums. Thereafter the remainder of the assessments and charges collected may be utilized for payment of other expenses or deposited or credited to other accounts. All such assessments and charges shall be collected and held in trust for, and administered and expended for the benefit of, the owners.

12.5 Based on Percentage. Except for certain special charges which may be levied against particular apartments under the provisions of this Declaration, all assessments for common expenses shall be assessed to apartments and the owners thereof on the basis of the percentages set forth in Schedule B hereof and any amendments thereto.

12.6 Omission of Assessment. The omission by the Board or the Association before the expiration of any year to fix the estimate for assessments and charges hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the owner from the obligation to pay the assessments and charges, or any installment thereof, for that or any subsequent year; but the assessment and charge fixed for the preceding year shall continue until a new assessment or charge is fixed.

12.7 Records. The Board shall cause to be kept detailed and accurate records, in the form established by the Association's accountant, of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Such records and any resolutions authorizing the payment involved shall be available for examination by any owner at convenient hours of weekdays.

12.8 Declarant Liability. The assessments provided for in this Declaration shall be imposed on apartment owners by Declarant on the same basis as imposed on all other apartments, regardless of whether Declarant-owned apartments are vacant or have been sold, leased or rented.

12.9 Lien Indebtedness. In the event any monthly assessment or special charge attributable to a particular apartment remains delinquent for more than thirty (30) days, the Board may upon fifteen (15) days written notice to the owner of such apartment accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such apartment. Each monthly common expense assessment and each special charge shall be a joint and several personal debt and obligation of the fee owner and contract purchaser of the apartment for which the same are assessed or charged as of the time the assessment or charge is made and shall be collectible as such. The amount of any assessment or charge, whether regular or special, assessed or charged to any apartment and the owner and purchaser of any apartment, plus interest at the rate of twelve percent (12%) per annum, and costs, including reasonable attorney's fees, shall be a lien upon such apartment, the appurtenant limited common area and the exclusive use thereof. The said lien for payment of such assessment and charge shall have priority over all other liens and encumbrances, recorded or provided in Article 18. Suit shall be maintainable without foreclosure or waiving the lien.

12.10 Certificate of Assessment. A certificate executed and acknowledged by the treasurer or the president of the Board, or an authorized agent thereof if neither the president nor treasurer is available, stating the indebtedness for assessments and charges (or lack thereof) secured by the assessment lien upon any apartment, shall be conclusive upon the Board and the owner and purchaser as to the amount of such indebtedness on the date of the certificate, in favor of the persons who rely thereon in good faith. Such a certificate shall be furnished to any owner, purchaser or encumbrancer of an apartment within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any encumbrancer holding a lien on an apartment may pay any unpaid assessment or charges with respect to such apartment, and, upon such payment, such encumbrancer shall have a lien on such apartment for the amount paid of the same rank as the lien of his encumbrance.

12.11 Assessment Deposit. An owner may be required from time to time by the Board or managing agent to make and maintain a deposit not in excess of three (3) months estimated monthly assessments and charges, which may be collected as are other assessments and charges. Such deposit shall be held in a separate fund, credited to such owner, and resort may be had thereto by the Association at any time when such owner is ten (10) days or more delinquent in paying his monthly or other assessments and charges. All or any portion of such deposit may at any time be refunded to the owner by the Association in the discretion of the Board, such refund being made as a cash refund or credit against assessments subsequently to become due or a combination thereof.

12.12 Foreclosure of Assessment Lien; Attorney's Fees and Costs. The Declarant, manager or Board on behalf of the Association may initiate an action to foreclose the lien of any assessment. In any action to foreclose a lien against any apartment for non-payment of delinquent assessments or charges, any judgment rendered against the owner of such apartment in favor of the Association shall include a reasonable sum for attorney's fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

12.13 **Rental Value.** From the time of commencement of any action to foreclose against an apartment for non-payment of delinquent assessments or charges, the owner or purchaser of such apartment shall pay to the Association the reasonable rental value of the apartment, which rental value shall be fixed by the Board. The plaintiff in any such foreclosure action shall be entitled to the appointment of a receiver to collect the rents, who may, if said rental is not paid, obtain possession of the apartment, refurbish it for rental up to a reasonable standard for rental units in this type of condominium, rent the apartment or permit its rental to others, and apply rents first to costs of the receivership and attorney's fees incurred therein, then to costs of refurbishing the apartment, then to costs, fees and charges (including attorney's fees) of the foreclosure action, and then to the payment of the delinquent assessments or charges.

12.14 **Rental Apartments.** With respect to the leasing and renting (including the creation of any kind of tenancy) of an apartment by its owner, such owner shall be prohibited from leasing or renting less than the entire apartment or for a term of less than thirty (30) days; and all leases or rental agreements shall be in writing and subject to this Declaration and the Bylaws, and a default by the tenant in complying with this Declaration and the Bylaws shall constitute a default under the lease or rental agreement. If an apartment is rented or leased by its owner, the Board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such apartment as is required to pay any amounts due the Board hereunder, plus interest and costs, if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board, and such payment shall discharge the lessee's or renter's duty of payment or rent to the owner, to the extent such rent is paid to the Association, but shall not discharge the liability of the owner and the apartment under this Declaration for assessments and charges or operate as an approval of the lease or rental agreement by the Board. The Board shall not exercise this power where a receiver has been appointed with respect to the apartment or its owner, nor in derogation of any rights which a mortgagee of such apartment may have with respect to such rents.

12.15 **Termination of Utility Service.** In addition to and not by way of limitation upon other methods of collecting any assessments or charges, the Board shall have the right after having given ten (10) days notice to any apartment owner who is delinquent in paying his assessments or charges, to cut off any or all utility services to the delinquent owner's apartment until such assessments or charges are paid.

12.16 **Remedies Cumulative.** The remedies provided are cumulative, and the Board may pursue them separately or concurrently, as well as any other remedies which may be available under law or in equity although not expressed herein.

ARTICLE 13

INSURANCE

13.1 Insurance Coverage. The Board shall obtain and maintain at all times as a common expense a policy or policies and bond(s) required to provide:

13.1.1 Fire Insurance, with an extended coverage endorsement (including vandalism, malicious mischief, sprinkler leakage, debris removal, cost of demolition, windstorm and water damage), in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the common and limited common areas and the apartments, with the Board named as insured as trustee for the benefit of the owners and mortgagees as their interests may appear, or such other fire and casualty insurance as the Board shall determine to give substantially equal or greater protection insuring the owners and their mortgagees as their interests may appear. Said policy or policies shall provide for separate protection for each apartment to the full insurable replacement value thereof (limited as above provided), and a separate loss payable endorsement, in favor of the mortgagees of each apartment, if any, and further, a separate loss payable clause in favor of the mortgagee of the condominium, if any. All insurance shall be obtained from an insurance carrier rated Triple A (and rated as in Class XI or better financial condition) by Best's Insurance Reports or equivalent rating service, and licensed to do business in the State of Washington.

13.1.2 General comprehensive liability insurance insuring the Board, the Association, the owners, Declarant and managing agent against any liability to the public or to the owners of the apartments, and their invitees or tenants, incident to the ownership or use of the common and limited common areas (including but not limited to owned and non-owned automobile liability, water damage, host liquor liability for property of others and, if applicable, elevator collision or garage-keeper's liability) the liability under such insurance shall be in an amount determined by the Board after consultation with insurance consultants, but not less than One Million Dollars (\$1,000,000.00) covering all claims for personal injury and/or property damage arising out of a single occurrence (such policy limits to be reviewed at least annually by the Board and increased in its discretion). Such insurance shall contain appropriate provisions or endorsements precluding the insurer from denying the claim of an owner because of the negligent act of the Association or another owner.

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

13.1.4 Fidelity bond(s) 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 equal to at least the total estimated cash (including reserves) to be collected as assessments each year. Such fidelity bond(s) shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

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

13.1.6 Such other insurance as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or Government National Mortgage Association, so long as any of them is a mortgagee or owner of an apartment within the project, except to the extent such coverage is not available or has been waived in writing by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or Government National Mortgage Association.

13.2 Owner's Additional Insurance. Each owner shall obtain additional insurance respecting his apartment as contemplated under RCW 64.32.220 at his own expense; no owner shall, however, be entitled to exercise his right to maintain insurance coverage in any manner which would decrease the amount which the Board, or any trustee for the Board, on behalf of all of the owners will realize under any insurance policy which the Board may have in force on the condominium at any particular time. Each owner is required to and agrees to notify the Board of all improvements by the owner to his apartment the value of which is in excess of One Thousand Dollars (\$1,000.00). Each owner is hereby required to file a copy of such individual policy or policies with the Board within thirty (30) days after purchase of such insurance, and the Board shall immediately review its effect with the Board's insurance broker, agent or carrier.

13.3 Insurance Proceeds and Claims. Insurance proceeds for damage or destruction to any part of the property shall be paid to the Board on behalf of the Association, and the Board shall segregate such proceeds from other funds of the Association for use and payment as provided for in Article 14. The Association acting through its Board shall have the authority to settle and compromise any claim under insurance obtained by the Association and the insurer may accept a release and discharge of liability made by the Board on behalf of the named insureds under the policy.

13.4 Additional Provisions. The Board shall exercise its reasonable best efforts to obtain insurance policies containing the following provisions:

13.4.1 Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of, any other insurance obtained by or for any owner or mortgagee.

13.4.2 Contain no provision relieving the insurer from liability for loss because of any act or neglect which is not within the control of the Association or because of any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control.

13.4.3 Contain a waiver of subrogation by the insurer as to any and all claims against the Association, owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insureds.

13.4.4 Provide that despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable

without the prior written consent of the Association, nor when such option is in conflict with the provisions of any insurance trust agreement to which the Association is a party or of any requirement of law.

ARTICLE 14

DAMAGE OR DESTRUCTION; RECONSTRUCTION

14.1 Initial Board Determinations. In the event of damage or destruction to any part of the property, the Board shall promptly, and in all events within twenty (20) days after the date of damage or destruction, make the following determination with respect thereto, employing such advice as the Board deems advisable:

14.1.1 The nature and extent of the damage or destruction, together with an inventory of the improvements and property directly affected thereby.

14.1.2 A reasonably reliable estimate of the cost to repair and restore the damage and destruction, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from reasonable contractors.

14.1.3 The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

14.1.4 The amount, if any, that the estimated cost of repair and restoration exceeds the anticipated insurance proceeds therefor and the amount of assessment to each apartment if such excess were to be paid as a maintenance expense and specially assessed against all the apartments in proportion to their percentage of interest in the common areas.

14.1.5 The Board's recommendation as to whether such damage or destruction should be repaired or restored.

14.2 Notice of Damage or Destruction. The Board shall promptly, and in all events within thirty (30) days after the date of damage or destruction, provide each other, and each mortgagee who has theretofore requested special notice, with a written notice summarizing the initial Board determination made under Section 14.1. If the Board fails to do so within said thirty (30) days, then any owner or mortgagee may make the determination required under Section 14.1 and give the notice required under this Section 14.2.

14.3 Definitions; Restoration; Emergency Work

14.3.1 As used in this Article 14, the words "repair," "reconstruct," "rebuild," and "restore" shall mean restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each apartment and the common and limited common areas having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

14.3.2 As used in this Article 14, the term "emergency work" shall mean that work which the Board deems reasonably necessary to avoid further damage,

destruction or substantial diminution in value to the improvements and to reasonably protect the owners from liability due to the condition of the site.

14.4 Restoration by Board

14.4.1 Unless prior to the commencement of repair and restoration work (other than emergency work referred to in subsection 14.3.2) the owners shall have decided not to repair and reconstruct in accordance with the provisions of either subsection 14.5.2 or 14.6.3, the Board shall promptly repair and restore the damage and destruction, use the available insurance proceeds therefor, and pay for the actual cost of repair and restoration in excess of insurance proceeds, such cost in excess of the insurance proceeds to be secured as a common expense which shall be specially assessed against all apartments in proportion to their percentages of interest in the common areas.

14.4.2 The Board shall have the authority to employ architects, attorneys and other agents, advertise for bids, let contracts to contractors and others and to take such other action as is reasonably necessary to effectuate the repair and restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with repair and restoration upon satisfaction of the Board that such work will be appropriately carried out.

14.4.3 The Board may enter into a written agreement in recordable form with any reputable financial institution, trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for such loss in excess of Fifty Thousand Dollars (\$50,000.00), or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

14.5 Limited Damage; Assessment Under \$3,500.00. If the amount of the estimated assessment determined under subsection 14.1.4 does not exceed Three Thousand Five Hundred Dollars (\$3,500.00) for any one apartment, then the provisions of this Section 14.5 shall apply.

14.5.1 The Board may, but shall not be required to, call a special owners' meeting to consider such repair and restoration work, which notice shall be given simultaneously with the notice required to be given by the Board under Section 14.3 above. If the Board shall fail to call such meeting, then any owner or mortgagee, within fifteen (15) days of receipt of the notice given by the Board under Section 14.2 above, or the expiration of such thirty (30) day period, whichever is less, may call such special owners' meeting to consider such repair and restoration work. Any meeting called for under this Section 14.5.1 shall be convened not less than ten (10) nor more than twenty (20) days after the date of such notice of meeting.

14.5.2 Except for emergency work, no repair and restoration work shall be commenced until after the expiration of the notice period set forth in Section 14.5.1 and until after the conclusion of said special meeting if such meeting is called within said requisite period.

14.5.3 A unanimous decision of the owners shall be required to avoid the provisions of subsection 14.4.1 and to determine not to repair and restore the damage and destruction; provided, that the failure of the Board, or any owner or any mortgagee to call for a special meeting at the time or in the manner set forth in Section 14.5 shall be deemed a unanimous decision to undertake such work.

destruction or substantial diminution in value to the improvements and to reasonably protect the owners from liability due to the condition of the site.

14.4 Restoration by Board.

14.4.1 Unless prior to the commencement of repair and restoration work (other than emergency work referred to in subsection 14.3.2) the owners shall have decided not to repair and reconstruct in accordance with the provisions of either subsection 14.5.2 or 14.6.3, the Board shall promptly repair and restore the damage and destruction, use the available insurance proceeds therefor, and pay for the actual cost of repair and restoration in excess of insurance proceeds, such cost in excess of the insurance proceeds to be secured as a common expense which shall be specially assessed against all apartments in proportion to their percentages of interest in the common areas.

14.4.2 The Board shall have the authority to employ architects, attorneys and other agents, advertise for bids, let contracts to contractors and others and to take such other action as is reasonably necessary to effectuate the repair and restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with repair and restoration upon satisfaction of the Board that such work will be appropriately carried out.

14.4.3 The Board may enter into a written agreement in recordable form with any reputable financial institution, trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for such loss in excess of Fifty Thousand Dollars (\$50,000.00), or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

14.5 Limited Damage; Assessment Under \$3,500.00. If the amount of the estimated assessment determined under subsection 14.1.4 does not exceed Three Thousand Five Hundred Dollars (\$3,500.00) for any one apartment, then the provisions of this Section 14.5 shall apply.

14.5.1 The Board may, but shall not be required to, call a special owners' meeting to consider such repair and restoration work, which notice shall be given simultaneously with the notice required to be given by the Board under Section 14.3 above. If the Board shall fail to call such meeting, then any owner or mortgagee, within fifteen (15) days of receipt of the notice given by the Board under Section 14.2 above, or the expiration of such thirty (30) day period, whichever is less, may call such special owners' meeting to consider such repair and restoration work. Any meeting called for under this Section 14.5.1 shall be convened not less than ten (10) nor more than twenty (20) days after the date of such notice of meeting.

14.5.2 Except for emergency work, no repair and restoration work shall be commenced until after the expiration of the notice period set forth in Section 14.5.1 and until after the conclusion of said special meeting if such meeting is called within said requisite period.

14.5.3 A unanimous decision of the owners shall be required to avoid the provisions of subsection 14.4.1 and to determine not to repair and restore the damage and destruction; provided, that the failure of the Board, or any owner or any mortgagee to call for a special meeting at the time or in the manner set forth in Section 14.5 shall be deemed a unanimous decision to undertake such work.

14.7.4 The property shall be subject to an action for partition at the suit of any owner, in which event the net proceeds of sale, together with the net proceeds of the insurance, if any, shall be considered as one fund; such fund shall be divided into separate shares one for each owner, and each share shall be equal to the percentage of undivided interest owned by each owner in the property; then, after first paying out of the respective share of each owner to the extent sufficient for the purpose all first mortgages and then all other liens on the undivided interest in the property owned by such owner, the balance remaining in each share shall then be distributed to each owner respectively.

14.8 ~~Miscellaneous~~. The provisions of this Article 14 shall constitute the procedure by which a determination is made by the owners to repair, restore, reconstruct or rebuild as provided in the Act. By the act of accepting an interest in the property, each owner and party claiming by, through or under such owner hereby consents and agrees to the provisions hereof. In the event that any provision of this Article 14 shall be determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect the validity of any other provision of this Declaration. The purpose of this Article 14 shall be to provide a fair and equitable method of allocating the costs of repair and restoration and making a determination for repair and restoration if all or a portion of this Article 14 shall be liberally construed to accomplish such purpose. By unanimous vote, which vote shall be taken within ninety (90) days of the damage or destruction, the owners may determine to do otherwise than provided in this Article 14.

ARTICLE 15 CONDEMNATION

15.1 Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the provisions of this Article 15 shall apply. The Board shall provide each owner and each mortgagee with a written notice of the commencement of any such condemnation proceeding and of any proposed sale or disposition in lieu or in advance of such proceeding.

15.2 Proceeds. All compensation, damages and other proceeds resulting from the condemnation proceeding, sale or disposition in lieu or in avoidance of such proceedings, the sum of which is hereinafter called the "condemnation award", shall be payable to the Association.

15.3 Complete Taking. In the event that the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership of said property shall terminate. The condemnation award shall be apportioned among the owners in proportion to their respective undivided interests in the common areas; provided, that if a standard different from the value of the property as a whole is employed to measure the condemnation award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. On the basis of the foregoing principle, the Board shall as soon as practicable determine the share of the condemnation award to which each owner is entitled. After first paying out of the respective share of each owner, to the extent sufficient for the purpose, all first mortgages and then all other liens and encumbrances on the interest in the property of such owner, the balance remaining in each share shall then be distributed to each owner respectively.

14.6 Major Damage; Assessment Over \$3,500.00. If the amount of the estimated damage determined under subsection 14.1.4 exceeds Three Thousand Five Hundred Dollars (\$3,500.00) for any one apartment, then the provisions of this Section 14.6 shall apply.

14.6.1 The Board shall promptly, and in all events within thirty (30) days after the date of damage or destruction, provide written notice of a special owners' meeting to consider repair and restoration of such damage or destruction, which notice shall be delivered with the notice required to be provided under Section 14.2 above. If the Board fails to do so within the said thirty (30) day period, then notwithstanding the provisions of this Declaration or the Bylaws with respect to calling special meetings, any owner or mortgagee may within fifteen (15) days of the expiration of said thirty (30) day period, or receipt of the notice required to be provided by the Board under Section 14.2 above, whichever is less, call a special meeting of the owners to consider repair and restoration of such damage or destruction by providing written notice of such meeting to all owners and mortgagees. Any meeting held pursuant to this Section 14.6 shall be called by written notice and shall be convened not less than ten (10) nor more than twenty (20) days from the date of such notice of meeting.

14.6.2 Except for emergency work, no repair and restoration work shall be commenced until the conclusions of the special owners' meeting required under subsection 14.6.1.

14.6.3 A concurring vote of more than seventy-five percent (75%) of the total voting power of the owners will be required to avoid the provisions of Section 14.4 and to determine not to repair and restore the damage and destruction; provided, however, that the failure to obtain said seventy-five percent (75%) vote shall be deemed a decision to rebuild and restore the damage and destruction; provided, further, that the failure of the Board, or owners or mortgagees to convene the special meeting required under Section 14.6.1 within ninety (90) days after the date of damage or destruction shall be deemed a unanimous decision not to undertake such repair and restoration work.

14.7 Decision Not to Restore; Disposition. In the event of a decision under either subsection 14.5.2 or 14.6.3 not to repair and restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged or destroyed building(s) and clearing, filling and grading the real property), and the remaining funds, if any, and property shall thereafter be held and distributed as follows:

14.7.1 The property shall be owned in common by the owners and shall no longer be subject to this Declaration or to condominium ownership.

14.7.2 The undivided interest in the property owned in common which appertains to each owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities.

14.7.3 Any mortgages or liens affecting any of the apartments shall be deemed transferred in accordance with their existing priorities to the percentage of the undivided interest of the owner in the property as provided herein; and,

15.4 Partial Taking. In the event that less than the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership shall not terminate. Each owner shall be entitled to a share of the condemnation award to be determined in the following manner:

15.4.1 As soon as practicable the Board shall, reasonably and in good faith, allocate the condemnation award between compensation, damages and other proceeds.

15.4.2 The Board shall apportion the amounts so allocated to taking of or injury to the common areas which in turn shall be apportioned among the owners in proportion to their respective undivided interests in the common areas.

15.4.3 The total amount allocated to severance damages shall be apportioned to those apartments which were not taken or condemned.

15.4.4 The respective amounts allocated to the taking of or injury to a particular apartment and/or improvements an owner had made within his own apartment shall be apportioned to the particular apartment involved.

15.4.5 The amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board determines to be equitable in the circumstances.

15.4.6 If an allocation of the condemnation award is already established in negotiation, judicial decree or otherwise, then in allocating the condemnation award the Board shall employ such allocation to the extent it is relevant and applicable.

15.4.7 Distribution of apportioned proceeds shall be made to the owners and their respective mortgagees in the manner provided in Section 15.3.

15.5 Reduction of Condominium Upon Partial Taking. In the event that (a) a partial taking occurs which pursuant to Section 15.4 does not result in a termination of condominium ownership hereunder, and (b) at least one (1) apartment is taken or condemned, and (c) the condemning authority elects not to hold, use or own said apartment as a condominium apartment subject to and in accordance with this Declaration, then the provisions of this Section 15.5 shall take effect immediately upon the condemning authority's taking possession of the apartment(s) so taken or condemned:

15.5.1 The apartments subject to this Declaration shall be reduced to those apartments not taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof.

15.5.2 The general common areas subject to this Declaration shall be reduced to those common areas not so taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof.

15.5.3 The limited common areas, which were not taken or condemned, but which were appurtenant to apartment(s) that were taken or condemned, shall be deemed part of the general common areas remaining subject to this Declaration.

15.5.4 The percentage of undivided interest in the common areas appurtenant to each apartment not so taken or condemned shall be recalculated on the basis that the value of each of said apartments shall remain the same as set forth in Schedule B and that all of the entire property not so taken or condemned shall be the aggregate of said values of said apartments.

15.5.5 Except with respect to the share of proceeds apportioned pursuant to Section 15.4, no owner or mortgagee of an apartment so taken or condemned shall have, nor shall there be appurtenant to any apartment so taken or condemned, any right, title, interest, privilege, duty or obligation in, to or with respect to the Association, any apartment, common areas or limited common areas which remains subject to this Declaration and which is not so taken or condemned.

15.5.6 Except as otherwise expressly provided in Section 15.5, the rights, title, interest, privileges, duties and obligations of an owner and mortgagee in, to or with respect to the Association and the common areas and limited common areas appurtenant to said apartment shall continue in full force and effect as provided in this Declaration.

15.5.7 The provisions of Section 15.5 shall be binding upon and inure to the benefit of all owners and mortgagees of (and other persons having or claiming to have any interest in) all apartments which are, as well as all apartments which are not, so taken or condemned. All such owners, mortgagees and other persons covenant to execute and deliver all documents, agreements or instruments (including, but not limited to appropriate amendments to this Declaration and the Survey Map and Plans) as are reasonably necessary to effectuate the provisions of Section 15.5.

15.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 14 above, provided that the Board may retain and apply such portion of each owner's share of the condemnation award as is necessary to discharge said owner's liability for any special assessment arising from the operation of said Article 14.

ARTICLE 16

COMPLIANCE WITH DECLARATION

16.1 Enforcement. Each owner shall comply strictly with the provisions of this Declaration and with the Bylaws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration and the Bylaws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board acting through its officers on behalf of the owners, or by an aggrieved owner on his own.

16.2 No Waiver of Strict Performance. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt

the Board of any assessment from an owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board or any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board. This section also extends to the Declarant or Declarant's managing agent, exercising the powers of the Board during the initial period of operation of the Association and the condominium development.

ARTICLE 17

LIMITATION OF LIABILITY

17.1 **Liability for Utility Failure, Etc.** Except to the extent covered by insurance obtained by the Board (or the Declarant or Declarant's managing agent exercising the powers of the Board) pursuant to Article 13, neither the Association nor the Board shall be liable for: any failure of any utility or other service obtained or to be obtained and paid for by the Board; for injury or damage to person or property caused by the elements or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the building(s), from any of the building(s) pipes, drains, conduits, appliances or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or order of a governmental authority. No diminution or abatement of common expense assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

17.2 **No Personal Liability.** So long as a Board member, Association committee member, Association officer, Declarant or Declarant's managing agent exercising the powers of the Board, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, then no such person shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 13.

17.3 **Indemnification of Board Members.** Each Board member, Association committee member, Association officer, or Declarant or Declarant's managing agent exercising the powers of the Board, shall be indemnified by the owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party or in which he may become involved, by reason of being or having held such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE 18

MORTGAGEE PROTECTION

18.1 **Priority of Mortgages.** Notwithstanding all other provisions hereof and as provided in the Act, the liens created under this Declaration upon any apartment for assessments shall be subject to tax liens on the apartment in favor of any assessing unit and/or special district and be subject to the rights of the secured party in the case of any indebtedness.

ed by mortgages which were made in good faith and for value upon the apartment. Where a mortgagee of the apartment, or other purchaser of an apartment, obtains possession of an apartment as a result of mortgage foreclosure or deed in lieu thereof, such possessor and his successors and assigns shall not be liable for the share of the common expenses or assessments chargeable to such apartment which become due prior to such possession, but shall be liable for the common expenses and assessments accruing after such possession. Such unpaid share of common expenses collectible from all the owners including such possessor, his successors and assigns.

18.2 **Change in Manager.** In the event that professional management is employed by Association, at least thirty (30) days notice of any contemplated change in the professional manager shall be given to any first mortgagee who has requested to be notified. The Association shall not elect to terminate professional management and assume self-management without the prior consent of seventy-five percent (75%) of all first mortgagees of the apartments (based upon one vote for each mortgage owned), who have requested to be advised of such election; provided that such prior consent shall not be required to change from one professional manager to another professional manager.

Any and all agreements with a professional manager shall permit cancellation by the Association for cause upon thirty (30) days written notice and shall permit cancellation by the Association without cause upon ninety (90) days written notice without the payment of any termination fee. Any such management agreement shall have a term not in excess of one (1) year, renewable by agreement of the parties for successive periods not to exceed one (1) year in duration.

18.3 **Abandonment of Condominium Status.** Except when acting pursuant to the provisions of the Act involving damage, destruction or condemnation, the Association shall not, without the consent of seventy-five percent (75%) of all first mortgagees of record of the apartments (based upon one vote for each first mortgage owned), seek by act or omission to abandon the condominium status of the project, or to abandon, encumber, sell or transfer any of the common areas, or accept any proposal to do so (but this provision shall not apply to the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas of the condominium project).

18.4 **Partitions and Subdivisions.** The Association shall not combine nor subdivide any apartment or the appurtenant limited common areas, nor abandon, partition, subdivide, encumber or sell any common area, or accept any proposal to do so, without the prior approval of seventy-five percent (75%) of all first mortgagees of record of the apartments (based upon one vote for each first mortgage owned), and without the unanimous approval of the first mortgagee(s) of the apartment(s) to be combined or subdivided.

18.5 **Change in Percentages.** The Association shall not make any material amendment to this Declaration or the Bylaws (including changes in the percentages of interest in the common areas) without the prior approval of seventy-five percent (75%) of all first mortgagees of record of the apartments (based upon one vote for each first mortgage owned), and without the unanimous approval of the first mortgagees of the apartments for which the percentages would be changed.

18.6 **Hazard Insurance.** Except in the case of substantial loss (as provided in the Act and Section 14.6), hazard insurance proceeds shall not be used for other than the repair, replacement or reconstruction of the damaged portion of the condominium project unless consented to by seventy-five percent (75%) of all first mortgagees of record of the apartments (based upon one vote for each first mortgage owned).

18.7 Copies of Notices. Written notice that an owner has for more than thirty (30) failed to meet any obligation under the condominium documents shall be given by the Association to any first mortgagee of such apartment who has requested to be so notified. Any first mortgagee shall, upon request, be entitled to receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

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

18.9 Insurance.

18.9.1 Where a first mortgagee of an apartment has filed a written request with the Board, the Board shall:

18.9.1.1 Furnish such mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the apartment on which such mortgagee has a lien;

18.9.1.2 Require any insurance carrier to give the Board and any and all insureds (including such mortgagee) at least thirty (30) days written notice before cancelling, reducing the coverage or limits, or otherwise substantially modifying any insurance with respect to the property on which the mortgagee has a lien (including cancellation for a premium non-payment).

18.9.1.3 Not make any settlement of any insurance claim for loss or damage to any such apartment, appurtenant limited common areas or the common areas exceeding Five Thousand Dollars (\$5,000.00) without the approval of such mortgagee; provided, that the withholding of such approval by the mortgagee shall not be unreasonable or in conflict with the provisions of Article 14.

18.9.1.4 Give such mortgagee written notice of any loss or taking affecting common areas, if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00).

18.9.1.5 Give such mortgagee written notice of any loss, damage or taking affecting any apartment or limited common areas in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000.00).

18.9.2 In addition, the insurance policy required under Section 13.1.1 shall contain a standard mortgagee clause which shall, if reasonably obtainable:

18.9.2.1 Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any apartment or apartment lease or sublease, in their respective order and preference, whether or not named therein;

18.9.2.2 Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board, owner(s) or any persons under any of them;

18.9.2.3 Waive any provision invalidating such mortgage clause by reason of: the failure of any mortgagee to notify the insurer of any hazardous use or vacancy; any requirement that the mortgagee pay any premium thereon; and any contribution clause.

18.10 Inspection of Books. First mortgagees shall be entitled to inspect at all reasonable hours of weekdays all of the books and records of the Association, and, upon request, to receive an annual audited financial statement of the Association within ninety (90) days following the end of the fiscal year of the Association.

18.11 Obtaining Declarant's Powers. In the event the mortgagee of the condominium becomes bound by this Declaration by granting one or more partial releases or otherwise, and forecloses its mortgage or acquires a deed in lieu of foreclosure, and obtains possessory rights, legal title, or certificates of sale to the unsold apartment or apartments and appurtenant common areas covered by the respective deeds of trust or mortgage liens, then the mortgagee of the condominium may succeed to and assume, to the exclusion of the Declarant, the powers of the Declarant as set forth in this Declaration.

18.12 Extension of Declarant's Powers. In the event that the Declarant's obligation to the mortgagee of the condominium has not been paid in full at the time the Declarant's management power has expired under Section 10.1, then said powers conferred upon the Declarant by said section and to which the mortgagee of the condominium may succeed, shall be extended for an additional two (2) years. The mortgagee of the condominium shall be entitled to appoint a receiver during the pendency of any foreclosure action and said receiver shall immediately upon appointment succeed to and assume the rights and powers of the Declarant as set forth in this Declaration, and the receiver shall be entitled to sell unsold apartments during the pendency of said foreclosure action, and said sales shall be subject to confirmation by court order.

ARTICLE 19

EASEMENTS

19.1 In General. It is intended that in addition to rights under the Act, each apartment has an easement in and through each other apartment and the common and limited common areas for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this condominium project. Without limiting the generality of the foregoing, each apartment and all common and limited common areas are specifically subject to an easement for the benefit of each of the other apartments in the building for all duct work for fireplaces and associated flues or chimneys of other apartments. In addition, each apartment and all the common and limited common areas are specifically subject to easements as required for the intercom and electrical entry system, if any; for the electrical wiring and plumbing; for the air system, if any. Finally, each apartment as it is constructed is granted an easement, to which every other apartment and all common and limited common areas are subject, for the location and maintenance of all the original equipment, facilities and utilities for such apartment. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common facilities reserved by law.

19.2 Association Functions. There is hereby reserved to Declarant and Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this declaration, the Bylaws and the Association rules and regulations.

19.3 Encroachments. Each apartment and all common and limited common areas are hereby declared to have an easement over all adjoining apartments and common and limited common areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of the owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner if said encroachment occurred due to the willful act with full knowledge of said owner. In the event an apartment or common or limited common area is partially or totally destroyed, and then repaired or rebuilt, the owners agree that minor encroachments over adjoining apartments and common and limited common areas shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any apartment.

ARTICLE 20

PROCEDURES FOR SUBDIVIDING OR COMBINING

20.1 Procedure. Subdivision and/or combining of any apartment(s), limited common area(s) and/or common area(s) is authorized only as follows:

20.1.1 Any owner of an apartment may propose in writing to the Board any subdividing or combining of any apartment(s), limited common areas and/or common areas, together with complete plans and specifications for accomplishing the same and a proposed amendment to this Declaration, the Survey Map and Plans covering such subdividing or combining, and the Board shall then notify all other owners of the requested subdivision or combination.

20.1.2 Upon written approval of such proposal by owners having seventy percent (70%) of the voting power, and upon approval of seventy-five percent (75%) of the first mortgagees of record of the apartments (based upon one vote for each first mortgage owned), and the unanimous approval of the first mortgagee(s) of the apartment(s) to be combined or subdivided, the owner making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory) that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other apartments or common areas or reasonable deadlines for completion of the work be inserted in the contracts for the work.

20.1.3 The changes in the Survey Map, if any, and the changes in the Plans and this Declaration shall be placed of record as amendments to the Survey Map, Plans and this Declaration in accordance with the provisions of Section 21.1.

ARTICLE 21

DECLARATION OF DEVELOPMENT IN PHASES; DESCRIPTION OF LAND

21.1 **Intention to Develop in Phases.** Declarants propose to develop the condominium in phases upon the tracts of land described in Schedule A attached hereto. The land is described in four parcels called Tracts A, B, C and D. Phase I is the initial phase of the condominium and will be located on Tract A. Phase II, if constructed, shall be located on Tract B. Phase III, IV and V, if constructed, shall be located on Tracts C and D.

This declaration shall be effective immediately to establish Phase I as a condominium.

21.2 **The Expansion into Subsequent Phases.** Declarants expect to expand the condominium into one or more subsequent phases but is not required to expand the condominium at all or to follow any particular sequence of phases. If Declarants elect to expand the condominium into a subsequent phase or phases and a certificate (hereinafter referred to as a "subsequent phase certificate"), declaring that the survey maps and plans previously recorded, or recorded therewith, accurately depict, as built, all of the improvements and apartments included in the subsequent phase or phases, upon the recording of a subsequent phase certificate, the previously existing condominium (i.e., Phase I or such subsequent phase or phases as it shall have been expanded into) shall be merged into and become a part of the subsequent phase as a single, unified condominium. The subsequent phase certificate shall contain a schedule of the percentages of undivided interest in the common area and facilities appertaining to each apartment added to the condominium by the subsequent phases, as well as appertaining to each apartment in each prior phase.

21.3 Improvements in Subsequent Phases.

21.3.1 **Number of Apartments.** Phase I consists of fifteen (15) apartments. Phase II, if constructed, shall consist of seven (7) apartments. The number of apartments to be built in Phases III, IV and V, if constructed, is not yet determined.

21.3.2 **Character of Improvements.** The improvements added to the condominium by subsequent phases need not be identical to those in Phase I. Declarants may make reasonable alterations in the style, floor plan and size of the buildings and apartments added by subsequent phases as market demand may indicate, but Declarants' latitude in making such alterations shall be restricted in that all improvements added by a subsequent phase shall be comparable in style, quality, size and cost, adjusted for inflation, to the improvements in Phase I, to the end that the new improvements will be aesthetically and economically harmonious and compatible with the improvements in Phase I. The subsequent phase shall also be in compliance with the then existing and prevailing building codes of the City of Oak Harbor and the State of Washington.

21.4 **Election Not to Expand to One or More Subsequent Phases.** If Declarants do not expand the condominium into subsequent phases, then Phase I, or such subsequent phase(s) as the condominium shall have been expanded into, shall constitute a complete, fully operational condominium, and the parcel or parcels of land not encompassed by the condominium may be

and for any lawful purpose. If Declarants determine that they will not expend the condominium into a subsequent phase or phases, they may record an amendment to this Declaration, signed only by Declarants, describing the land that will not be included in the condominium.

21.5 Unit Percentage Interest. The unit percentage interest of each apartment shall be in accordance with the attached Schedule B. When each subsequent phase is added, the unit percentage interest shall be computed by taking as a basis the value of the apartment in relation to the total value of the property for all phases then recorded.

21.6 Improvements. If the developer has not completed all of the intended off-site facilities prior to the recording of this Declaration, the developer shall be responsible for the construction of such improvements prior to the recording of the amendment to this Declaration incorporating subsequent Phase(s). In addition, the developer shall be responsible for paying all expenses of maintenance of common properties that are developed in conjunction with subsequent Phase(s) until one or more of the units in each subsequent Phase is sold at which time the Association shall assume the responsibility and the owners of the apartments in each subsequent Phase shall pay their appropriate assessments (including the developer for those units owned by the developer). Any sum not so paid by the developer shall become a lien against the balance of the property owned by the developer and may be foreclosed upon by the Association.

21.7 Veterans' Administration Approval. In the event Phase I has obtained approval from the Veterans' Administration, the amendments to these Declarations incorporating subsequent Phases shall not be completed without the prior written approval of the local Veterans' Administration Office.

21.8 Insurance. During the period of construction of each subsequent Phase the developer agrees to purchase, at developer's expense, a liability insurance policy in an amount determined to be adequate by the local Veterans' Administration Office, or by the homeowners' Association Board of Directors, whichever amount is greater, to cover any liability to which owners of previously sold apartments might be exposed. This policy shall be endorsed "as owner's interest might appear."

21.9 Minimum Interest of Units in Phase I. The initial minimum interest of the owner of each apartment in Phase I to the common property is set forth on the attached Schedule B. The percentage of ownership of each apartment owner after the inclusion of each subsequent Phase is likewise set forth on the attached Schedule B. The ownership as set forth in Phase I is subject to defeasance upon the construction and inclusion of any subsequent phase(s).

21.10 Subsequent Phases - Amendment. Declarants shall have the right and reserve the right to amend this declaration without the approval of the owners and/or the Association for the purpose of adding additional phases. In the event Declarant proceeds with the development of the proposed subsequent phase or phases, they shall not be required to do so in numerical order. Whether or not additional phases are added to the project under this Declaration shall be at the sole discretion of the Declarants.

21.11 Easements Reserved for Subsequent Phases. The Declarants reserve for the benefit of the Declarants' non-developed property set forth on the attached Schedule A, easements over and across the developed properties for purposes of roadways, parking, ingress

gress and the installation of utilities as necessary for the development of subsequent phases. The easements reserved over the developed properties shall not interfere with the buildings and limited common areas thereon but must be consistent with the intended use and actual use of the property contained in the preceding phase(s) as developed. Any easement reserved or created pursuant to this subsection must be approved by the City of Oak Harbor prior to creation or reservation.

ARTICLE 22

AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

22.1 Declaration Amendment. Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which shall set forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a majority of the Board prior to its adoption by the owners. Amendments may be adopted at a meeting of the owners if seventy-five percent (75%) of the owners vote for such amendment, or without any meeting if all owners have been duly notified and seventy-five percent (75%) of the owners consent in writing to such amendment. In all events the amendment when adopted shall bear the signature of the president of the Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recordation in the appropriate government offices. Any decision changing the values and percentages of interest expressed herein, except as provided herein, shall require the unanimous consent of the apartment owners and their first mortgagees. It is specifically covenanted and understood that any amendment to this Declaration properly adopted shall be completely effective to amend any or all of the covenants, conditions and restrictions contained herein which may be affected, and any or all clauses of this Declaration or Survey Map and Plans, unless otherwise specifically provided in the section being amended or the amendment itself.

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

22.3 Amendments by Declarant. The Declarant may at any time until all apartments (including apartments in subsequent phases, if any) have been sold by Declarant record an amendment to the Declaration showing, correcting or revising the assignment of parking spaces or storage lockers, if any, to unsold apartments, and, during the period of Declarant's management authority provided under Section 10.1, changing the person who is to receive service of process, and such amendment need be acknowledged by only the Declarant and need not otherwise comply with the requirements of this Article 22.

22.4 Amendments to Conform to Construction. In addition, Declarant, upon Declarant's sole signature, may at any time until all apartments (including apartments in subsequent phases, if any) have been sold by Declarant file an amendment to this Declaration and the Survey Map and Plans to conform them to the actual location of any of the constructed improvements and to establish, vacate or relocate utility easements, access road easements or parking areas.

22.5 Discontinuance of Condominium Status. It is further specifically covenanted that any decision or failure to act by the owners under this Declaration or any applicable provision of law which intends or requires discontinuance of this condominium or removal of the property from the provisions of the Act, shall, if such decision or failure to act is sufficient to terminate condominium status under the Act, also terminate and discontinue the effect of any

of the covenants, conditions and restrictions set forth herein, and all provisions of the Survey Map and Plans, unless other specific provision is made by recorded amendment to this Declaration, and, if required, the Survey Map and Plans.

ARTICLE 23

MISCELLANEOUS

23.1 Service of Process. The person upon whom process may be served and his address are set forth in Schedule F. After termination of Declarant's management authority under Section 10.1, service of process for the purposes provided in the Act may also be made upon the president of the Association. After Declarant has relinquished its management power as provided for in Section 10.1, service of process shall only be made on the president of the Association whose address is set forth in Schedule F, or such person as the Board may designate. The Board may at any time designate a new or different person or agency for such purposes by filing an amendment to this Declaration limited to the sole purpose of making such change, and such amendment need only be signed and acknowledged by the then president of the Association. The Declarant may, at any time before the Board is organized, change such designation by amendment to the Declaration signed and acknowledged only by Declarant.

23.2 Notices for All Purposes.

23.2.1 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid for first class mail, addressed to the person entitled to such notice at the most recent address given in writing by such person to the Board for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the owner of any apartment shall be sufficient if mailed to the apartment of such person if no other mailing address has been given to the Board by the person so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Association and Board have been constituted and thereafter shall be given to the president or secretary of the Board.

23.2.2 Mortgagee Notice. Upon written request, and for a period of three years (or such longer time as the Board may set) after such request, a vendor, mortgagee or deed of trust beneficiary of any apartment shall be entitled to be sent a copy of any notice respecting the apartment covered by his security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

23.3 Mortgagee's Acceptance.

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

23.3.2 Acceptance Upon First Conveyance. Declarant shall not consummate the conveyance of title of any apartment until said mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements, in

accordance with the Act, for partial release of apartments with their appurtenant limited common areas and percentages of interest in common areas from the lien of said mortgage. The issuance and recording of the first such partial release by said mortgagee shall constitute its acceptance of the provisions of this Declaration and the condominium status of the apartments remaining subject to its mortgage as well as its acknowledgement that such appropriate arrangements for partial release of apartments have been made; provided, that except as to apartments so released, said mortgage shall remain in full effect as to the entire property.

23.4 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereon shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Act or if the remainder effects the property as covenants.

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

23.6 Reference to Plans. The Plans of the building(s) referred to herein were filed with the Auditor of ISLAND County, Washington, simultaneously with the recording of this Declaration under File No. 65-012734, Volume _____ of Records, pages _____ through _____.

DATED this 22 day of October, 1985.

PROMINENT PROPERTIES

By:

Robert D. Lowe
ROBERT D. LOWE

June H. Sebo
JUNE H. SEBO

STATE OF WASHINGTON)
(ss.
County of ISLAND)

On this 22 day of October, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT D. LOWE and JUNE H. SEBO, to me known to be the managing partners of the partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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

Carol A. Westman
NOTARY PUBLIC in and for the State of Washington, residing at Oak Harbor.

SCHEDULE A

1. Description of land. See Schedules A-1 through A-4 attached.
(Page 39-A-1, 39-A-2, 39-A-3, and 39-A-4)

5.2 The condominium property shall have direct access to a public street known as 200 Avenue S.W., Oak Harbor, Washington.

21.1 Phase I is located on Tract A, Schedule A-1. Phase II, if constructed, shall be on Tract B set forth in Schedule A-2. Phases III, IV and V, if constructed, shall be located on Tracts C and D set forth in Schedule A-3 and A-4.

Easements of record. Attached as Schedule A-5 is a map of existing easements summarized as follows:

1. Power line easement along North 6 feet of Tract A and Tract B.
2. Access and utility easement along the East boundary of Tract A.
3. Access and utility easement along the East 20 ft. of Tract B.
4. Access and utility easement adjacent to South boundary of Tract B.
5. Power line easement 20 ft. in width affecting Tract A, Tract B & Tract D.

Attached hereto as Exhibit A-6 is a "Map of Added Easements, Waterside Condominium" which reflects the following easements:

1. Two additional easements on Tract A for the installation and maintenance of utilities.
2. An easement affecting the North portions of Tracts A & B for ingress, egress, the installation and maintenance of utilities, parking and landscaping, all as required by a site plan approved by the City of Oak Harbor.

SCHEDULE A-1

Tract A
Phase I

Tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as plat recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M., described as follows:

Commencing at the concrete monument marking the northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west 247.50 feet from a concrete monument on the north line of said Beach Park extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point on the north right of way margin of 200 Ave. Southwest; thence
S 44 38 04 E, 60.82 feet to a point on the south right of way margin of said 200 Ave. Southwest and the northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County; thence
South, along the west line of said tract, a distance of 214.00 feet to the true point of beginning; thence
North, along said west line a distance of 214.00 feet to aforesaid point on the south right of way margin of 200 Ave. Southwest, said south right of way margin being a curve with a radial line from said point bearing
N 05 12 27 W, To the radius point; thence easterly along said curve being to the left, having a radius of 602.96 feet, through a central angle of 04 33 33, an arc distance of 47.98 feet; thence continuing along said south right of way margin
N 80 14 00 E, 123.06 feet; thence leaving said south right of way margin
S 17 07 00 E, 27.22 feet; thence
S 80 14 00 W, 64.44 feet; thence
S 01 59 32 W, 60.31 feet; thence
S 05 41 58 E, 43.48 feet; thence
S 32 32 47 E, 21.00 feet to the northeast corner of that certain tract conveyed to Howard Maylor, et ux, and Paul Maylor, et ux, by instrument recorded under Auditor's File No. 140047, records of Island County; thence
S 04 21 20 E, 33.19 feet to a point lying east of the true point of beginning; thence
West 33.19 feet to the true point of beginning.
Together with and subject to those certain access and utility easements as shown on that certain record of survey recorded in Volume 6 of Surveys, Page 65, under Auditor's File No. 85003259, records of Island County, Washington.

- 39/A-1 -
(Rev. 10-8-85)

See page 39-Schedule A for additional info concerning easements.

SCHEDULE A-2
Tract B
Phase II

tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as per plat recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M., described as follows:

Commencing at the concrete monument marking the northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west 247.50 feet from a concrete monument on the north line of said Beach Park extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point on the north right of way margin of 200 Ave. Southwest; thence
S 44 38 04 E, 80.82 feet to a point on the south right of way margin of said 200 Ave. Southwest and the northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County;
being a curve with a radial line from said point bearing
N 05 12 27 W, to the radius point; thence easterly along said curve being to the left, having a radius of 602.96 feet, through a central angle of 04 33 33, an arc distance of 47.98 feet; thence continuing along said south right of way margin
N 80 14 00 E, 123.06 feet to the true point of beginning; thence continuing
N 80 14 00 E, along said right of way margin, a distance of 20.17 feet; thence leaving said south right of way margin
S 17 07 00 E, (Also recorded as S 17 10 E) 150.00 feet; thence
S 80 14 00 W, 107.56 feet to the northeast corner of that certain tract conveyed to Howard Maylor, et ux, and Paul Maylor, et ux, by instrument recorded under Auditor's File No. 140047, records of Island County; thence
N 32 32 47 W, 21.00 feet; thence
N 05 41 55 W, 43.46 feet; thence
N 01 59 32 E, 60.31 feet; thence
N 80 14 00 E, 64.44 feet; thence
N 17 07 00 W, 27.22 feet to the true point of beginning.
Together with and subject to those certain access and utility easements as shown on that certain record of survey recorded in Volume 6 of Surveys, Page 65, under Auditor's File No. 85003259, records of Island County, Washington.

- 39/A-2 -
(Rev. 10-8-85)

See page 39 Schedule A for additional info concerning easements.

SCHEDULE A-3
Tract C
Phase III, IV and/or V

tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as per plat recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M., described as follows:

Commencing at the concrete monument marking the northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west 247.50 feet from a concrete monument on the north line of said Beach Park extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point on the north right of way margin of 200 Ave. Southwest; thence
S 44 38 04 E, 80.82 feet to a point on the south right of way margin of said 200 Ave. Southwest and the northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County; thence
South, along the west line of said tract, a distance of 214.00 feet to the true point of beginning; thence
East, 70.00 feet; thence
South, 212.86 feet; thence
S 74 06 11 W, 72.78 feet; thence
North, 232.80 feet to the true point of beginning.
Together with and subject to those certain access and utility easements as shown on that certain record of survey recorded in Volume 6 of Surveys, Page 65, under Auditor's File No. 85003259, records of Island County, Washington.

SEE page 39, Schedule A, for additional info concerning easements.

SCHEDULE A-4
Tract D
Phase III, IV and/or V

tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as
er plat recorded in Volume 2 of Plats, Page 27, records of Island County,
Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M.,
described as follows:

Commencing at the concrete monument marking the northeast corner of that
certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in
Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west
247.50 feet from a concrete monument on the north line of said Beach Park
extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point
on the north right of way margin of 200 Ave. Southwest; thence

S 44 38 04 E, 80.82 feet to a point on the south right of way margin of said
200 Ave. Southwest and the northwest corner of that certain tract
conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by
instrument recorded under Auditor's File No. 117996, records of
Island County; thence

South, along the west line of said tract, a distance of 214.00 feet;
thence

East, 70.00 feet to the true point of beginning; thence continue

East, 63.13 feet; thence

S 04 21 20 E, 96.40 feet to the meander line; thence

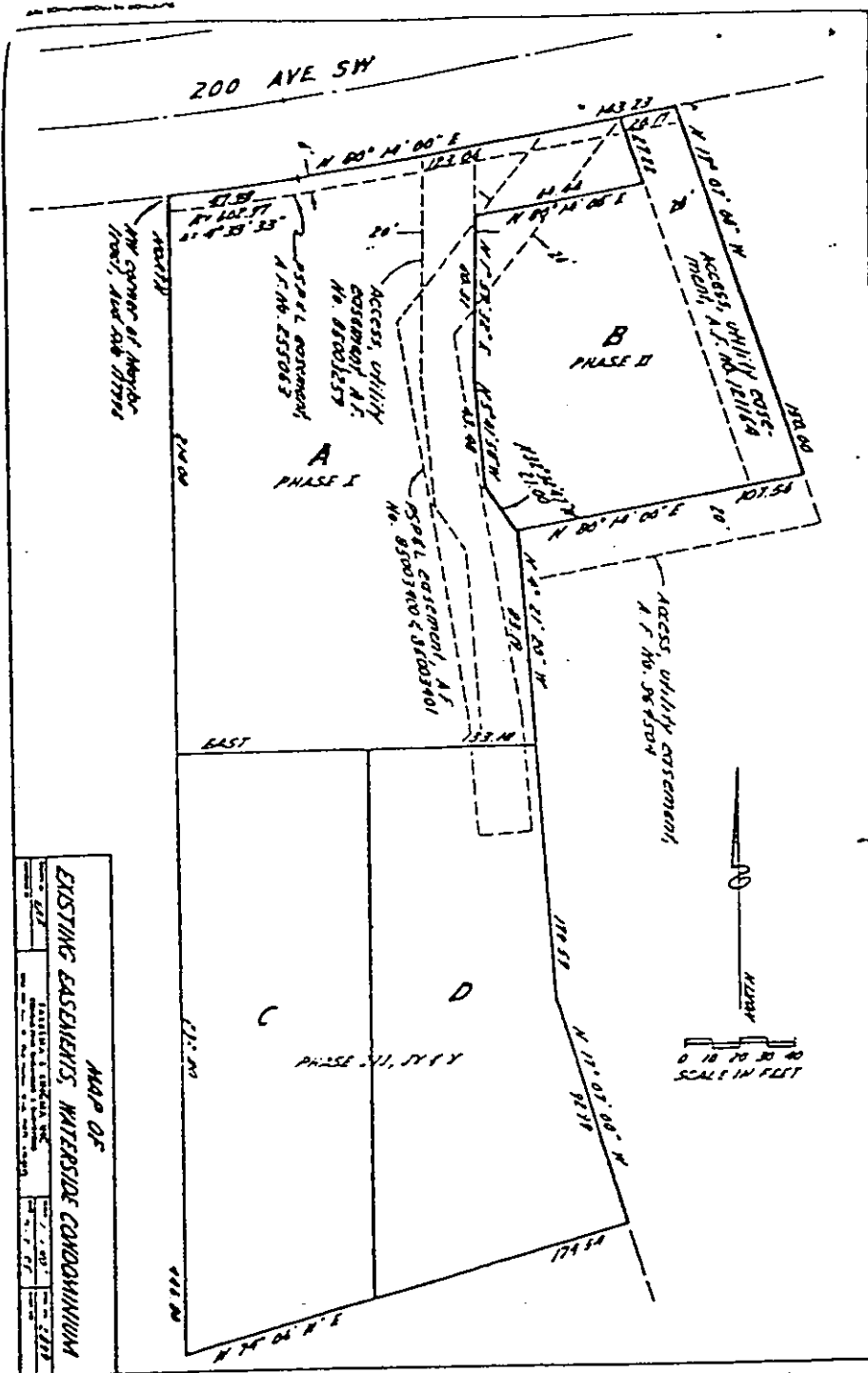
S 17 07 00 E, (Also recorded as S 17 10 E) 92.99 feet; thence

S 74 06 11 W, 101.76 feet; thence

North, 212.86 feet to the true point of beginning.

Together with and subject to those certain access and utility easements as
shown on that certain record of survey recorded in Volume 6 of Surveys, Page
65, under Auditor's File No. 85003259, records of Island County, Washington.

SEE page 39, Schedule A, for additional info concerning easements.



SCHEDULE B

ARTICLE VII. Value of the entire property; values and percentages of interest for each apartment.

21.6 Phases. Show current and future percentages upon additional phases.

21.10 Initial minimum interest in Phase I and subsequent percentages upon adoption of subsequent phases. The values set forth below are those used pursuant to the Act for the purpose of determining the percentage of undivided interest in the common areas appurtenant to each apartment, and do not necessarily reflect the purchase price for which any particular apartment now or hereafter may be sold.

Set forth below is the value and percentage interest in common area for each apartment included in Phase I, in Phases I and II, in Phases I, II and III, in Phases I, II, III and IV, and in Phases I, II, III, IV and V, depending upon which phases are constructed.

SCHEDULE B-1

PHASE I		
Apt. #	Value	Percentage
1.	\$ 93,500.00	6.54%
2.	91,500.00	6.40%
3.	92,500.00	6.47%
4.	93,500.00	6.54%
5.	95,500.00	6.68%
6.	95,500.00	6.68%
7.	93,500.00	6.54%
8.	94,500.00	6.61%
9.	95,500.00	6.68%
10.	97,500.00	6.82%
11.	97,500.00	6.82%
12.	95,500.00	6.68%
13.	96,500.00	6.75%
14.	97,500.00	6.82%
15.	99,500.00	6.97%

TOTAL: \$1,429,500.00 100.00%

PHASE I & II		
Apt. #	Value	Percentage
1.	\$ 93,500.00	4.44%
2.	91,500.00	4.34%
3.	92,500.00	4.39%
4.	93,500.00	4.44%
5.	95,500.00	4.54%
6.	95,500.00	4.54%
7.	93,500.00	4.44%
8.	94,500.00	4.49%
9.	95,500.00	4.54%
10.	97,500.00	4.64%
11.	97,500.00	4.64%
12.	95,500.00	4.54%
13.	96,500.00	4.58%
14.	97,500.00	4.64%
15.	99,500.00	4.73%

(Phase I 1,429,500.00 67.93%)

16.	87,500.00	4.15%
17.	97,500.00	4.64%
18.	95,500.00	4.54%
19.	97,500.00	4.64%
20.	99,500.00	4.73%
21.	97,500.00	4.64%
22.	99,500.00	4.73%

(Phase II 674,500.00 32.07%)

TOTAL: \$2,104,000.00 100.00%

SCHEDULE B-2

PHASE I, II and III		
Apt. #	Value	Percentage
1.	\$ 93,500.00	3.31%
2.	91,500.00	3.24%
3.	92,500.00	3.28%
4.	93,500.00	3.31%
5.	95,500.00	3.38%
6.	95,500.00	3.38%
7.	93,500.00	3.31%
8.	94,500.00	3.35%
9.	95,500.00	3.38%
10.	97,500.00	3.45%
11.	97,500.00	3.45%
12.	95,500.00	3.38%
13.	96,500.00	3.42%
14.	97,500.00	3.45%
15.	99,500.00	3.53%
<hr/>		
Phase I	\$1,429,500.00	50.62%
Phase II	674,500.00	23.88%
Phase III	720,000.00	25.50%
TOTAL:	\$2,824,000.00	100.00%

PHASE I, II, III & IV		
Apt. #	Value	Percentage
1.	\$ 93,500.00	2.55%
2.	91,500.00	2.49%
3.	92,500.00	2.52%
4.	93,500.00	2.55%
5.	95,500.00	2.61%
6.	95,500.00	2.61%
7.	93,500.00	2.55%
8.	94,500.00	2.58%
9.	95,500.00	2.61%
10.	97,500.00	2.66%
11.	97,500.00	2.66%
12.	95,500.00	2.61%
13.	96,500.00	2.63%
14.	97,500.00	2.66%
15.	99,500.00	2.72%
<hr/>		
Phase I	\$1,429,500.00	39.01%
Phase II	674,500.00	18.41%
Phase III	720,000.00	19.65%
Phase IV	840,000.00	22.93%
<hr/>		
TOTAL:	\$3,564,000.00	100.00%

SCHEDULE B-3

PHASE I, II, III, IV & V		
Apt. #	Value	Percentage
1.	\$ 93,500.00	2.08%
2.	91,500.00	2.03%
3.	92,500.00	2.05%
4.	93,500.00	2.08%
5.	95,500.00	2.12%
6.	95,500.00	2.12%
7.	93,500.00	2.08%
8.	94,500.00	2.10%
9.	95,500.00	2.12%
10.	97,500.00	2.16%
11.	97,500.00	2.16%
12.	95,500.00	2.12%
13.	96,500.00	2.14%
14.	97,500.00	2.16%
15.	99,500.00	2.21%
Phase I	\$1,429,500.00	31.73%
Phase II	674,500.00	14.98%
Phase III	720,000.00	15.99%
Phase IV	540,000.00	13.65%
Phase V	540,000.00	18.65%
TOTAL:	\$4,504,000.00	100.00%

SCHEDULE B-3

PHASE I, II, III, IV & V		
Apt. #	Value	Percentage
1.	\$ 93,500.00	2.08%
2.	91,500.00	2.03%
3.	92,500.00	2.05%
4.	93,500.00	2.08%
5.	95,500.00	2.12%
6.	95,500.00	2.12%
7.	93,500.00	2.08%
8.	94,500.00	2.10%
9.	95,500.00	2.12%
10.	97,500.00	2.16%
11.	97,500.00	2.16%
12.	95,500.00	2.12%
13.	96,500.00	2.14%
14.	97,500.00	2.16%
15.	99,500.00	2.21%
Phase I	\$1,429,500.00	31.73%
Phase II	674,500.00	14.98%
Phase III	720,000.00	15.99%
Phase IV	540,000.00	19.65%
Phase V	540,000.00	18.65%
TOTAL:	\$4,504,000.00	100.00%

SCHEDULE C

4.3 Describe each apartment by number, floor location, kind and number of rooms in the apartment, deck or lanai, and the total square foot floor area of each apartment.

UNIT	Floor	Location of Unit	# of Bedrooms	# of Bathrooms	# of Walk-In/Walk-Through Closets	Utility Room	Linen Closets	Patio or Deck	Kitchen	Living Room/Dining Room Combination	Parking Space No.	Other Rooms	Total # of Rooms	Sq. Footage
1	First	1st Unit from North	2	1 3/4	1	Yes	2	2 Patios	Yes	Yes	1	Den	7	1235
2	First	2nd Unit from North	2	1 3/4	1	Closet	1	Patio	Yes	Yes	2	---	6	1138
3	First	3rd Unit from North	2	1 3/4	1	Closet	1	Patio	Yes	Yes	3	---	6	1138
4	First	4th Unit from North	2	1 3/4	1	Closet	1	Patio	Yes	Yes	4	---	6	1147
5	First	5th Unit from North	2	1 3/4	1	Yes	1	2 Patios	Yes	Yes	5	---	6	1153
6	Second	1st Unit from North	2	1 3/4	1	Yes	2	2 Decks	Yes	Yes	6	Den	7	1235
7	Second	2nd Unit from North	2	1 3/4	1	Closet	1	Deck	Yes	Yes	7	---	6	1138
8	Second	3rd Unit from North	2	1 3/4	1	Closet	1	Deck	Yes	Yes	8	---	6	1138
9	Second	4th Unit from North	2	1 3/4	1	Closet	1	Deck	Yes	Yes	9	---	6	1147
10	Second	5th Unit from North	2	1 3/4	1	Closet	1	2 Decks	Yes	Yes	10	---	6	1153
11	Third	1st Unit from North	2	1 3/4	1	Yes	2	2 Decks	Yes	Yes	11	Den	7	1235
12	Third	2nd Unit from North	2	1 3/4	1	Closet	1	Deck	Yes	Yes	12	---	6	1138
13	Third	3rd Unit from North	2	1 3/4	1	Closet	1	Deck	Yes	Yes	13	---	6	1138
14	Third	4th Unit from North	2	1 3/4	1	Closet	1	Deck	Yes	Yes	14	---	6	1147
15	Third	5th Unit from North	2	1 3/4	1	Closet	1	2 Decks	Yes	Yes	15	Den	7	1153

SCHEDULE D

1 The number of apartment floors in each building and the number of apartments.

Phase I consists of one building having three floors. Units 1, 2, 3, 4 and 5 are on the first floor which is at ground level. Units 6, 7, 8, 9 and 10 are on the second floor. Units 11, 12, 13, 14 and 15 are on the third floor which is the top floor.

4.2 Identify by letter and/or number each apartment, parking space and storage locker. Total number of parking spaces and total number of lockers.

Each unit is assigned a storage locker/closet as a limited common area which is constructed on the patio/deck adjacent to such unit.

Each unit is assigned a parking space consisting of one-half of a two-car garage and each parking space is assigned the same number as the unit number.

There are 15 units in Phase I and there are 15 parking spaces assigned to Phase I.

Sixteen (16) parking spaces will be constructed during the construction of Phase I. Declarants reserve the right to assign parking space No. 16 to a unit to be constructed in a subsequent phase. If Declarants do not expand the condominium into subsequent phases as provided in paragraph 21.4, parking space 16 shall become part of the common property of Phase I as a storage area. (See paragraph 7.2.)

SCHEDULE E

Description of apartment buildings and of principal materials of the building is constructed.

The buildings are built on a concrete foundation. There are support beams supporting wood trusses between the floors. Each unit has a lightweight, poured in place concrete floor. The building's roof is heavy duty composition shingles. Wood frame construction is utilized with a wood siding exterior. The interior walls are finished with sheet rock and paint. The floors are covered with carpet or vinyl floor covering. The walls between units will have double wall construction utilizing double wood plates with offsetting studs in an effort to reduce the sound transmission between units.

3.2 Description of the recreational facilities, if any.

There are no recreational facilities included within the condominium project.

6.1.8 Recreational facilities

There are no recreational facilities included within the condominium project.

29
3

2-27 RES. B

2-32-1-623

LAND TITLE CO. OF ISLAND COUNTY

85003400

**FLUJET
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

M-3612

PROMINENT PROPERTIES, a partnership whose managing partners are Robert H. Sebo

["Grantor" herein], grants, conveys and warrants to FLUJET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a part and parcel of certain real property hereinafter described real property (the "Property" herein) _____ Island _____ County, Washington. A tract of land in Reserve E of Ely's Addition to the Town of Oak Harbor, as more fully and particularly described in Volume 2 of Plate, page 27, records of Island County, Washington, and also in Government Lot 2, Section 2, Township 32 North, Range 1, East of the Willapa Meridian, described as follows:

Beginning at the concrete monument marking the Northeast corner of that certain tract of land located to the Town of Oak Harbor by warranty deed recorded in Volume 55 of Plate, page 44, known as Beach Park, said monument being due West, 767.50 feet from a concrete monument on the North line of said Beach Park produced easterly thence South 44°33'04" West, 130.61 feet along the East line of said Beach Park to a point on the West line of 200 Avenue Southwest; thence South 44°33'04" East, 41.82 feet to a point on the South line of 200 Avenue Southwest, said point being the Northwest corner of that tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by real estate deed recorded under Island County Auditor's File No. 117766; thence easterly along the line of 200 Avenue Southwest, 47.98 feet, along a curve to the centerline of said

Except as may be otherwise set forth herein, Grantee's rights shall be exercised upon that portion of said "Property" herein described as follows:

A Right-of-Way _____ (20) _____ feet in width having _____ EOP _____ (10) _____ feet along with the centerline of said line described as follows:

Located as constructed or to be constructed beginning at a point on the North line of the above-described property that is approximately 15 feet West of the Northeast corner thereof; thence southerly approximately 40 feet to its terminus.

(This easement may be superseded at a later date by a document with a more complete easement description, based on a survey furnished by Grantor at no cost to Grantee.)

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary appurtenant structures therefor, which may include but are not limited to the following: underground electric cables, conduits, lines, vaults, manholes, switches, and transformers, and related equipment and facilities. In the event of the construction of its facilities, Grantee may from time to time construct such additional structures as may be necessary.

2. Access. Grantee shall have the right of access to the Right-of-Way and to the Property upon which its facilities are constructed, hereunder, provided that Grantee shall compensate Grantor for any damage to the Property, including but not limited to, loss of and right of access.

3. Obstructions/Landscaping. Grantee may from time to time remove trees, shrubs, or other structures on the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to the construction of its facilities hereunder, provided, that following any such work, Grantee shall to the extent reasonably practicable, restore the Right-of-Way to the condition it was in immediately prior to such work. Following the installation of Grantee's facilities, Grantee may undertake any ordinary improvements to the landscape of the Right-of-Way, including but not limited to, other plants shall be placed thereon which would be unreasonably expensive to remove and which would be necessary to restore.

4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted, nor shall Grantor engage in any construction activity shall be done on the Property which would disturb the construction or maintenance of the facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no building shall be done within the Right-of-Way.

5. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from and all claims for injuries and/or damages suffered by any person which may be caused by the facilities hereunder, provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages caused by acts or omissions of Grantor.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the facilities on the Property for a period of two (2) successive years, in which event this easement shall terminate and all rights to use the facilities on the Property shall be deemed to have occurred by reason of abandonment. In the event of abandonment, the Right-of-Way within any period of time from the date hereof.

7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of their respective successors and assigns.

DATED this 7 day of April, 1985

GRANTOR

PROMINENT PROPERTIES

By: Robert H. Gage
James H. Gage

LEGAL DESCRIPTION (cont'd)

left with a radius of 602.96 feet through an arc of $4^{\circ}13'53''$ to the point of tangency of said curve; thence continue along said South line North $20^{\circ}14'02''$ East, 145.23 feet; thence leaving said South line South $17^{\circ}07'00''$ East, 159 feet; thence South $35^{\circ}11'00''$ West, 107.56 feet to the Northeast corner of that certain tract conveyed to Howard Maylor, et ux, and Paul Maylor, et ux, by warranty deed recorded under Auditor's File No. 140047; thence South $04^{\circ}21'20''$ East, 59.14 feet to the true point of beginning of said description; thence South $04^{\circ}21'20''$ East, 110.44 feet to the Meander line; thence South $17^{\circ}07'00''$ East (also recorded as South $17^{\circ}13'$ East), 152 feet; thence South $35^{\circ}11'00''$ East, 35.57 feet; thence South $17^{\circ}07'00''$ East (also recorded as South $17^{\circ}10'$ East), 152 feet to the South line of TIDELANDS OF THE FIRST CLASS AS CONVEYED BY THE STATE OF WASHINGTON; thence westerly along said South line to a point on a line with a bearing of due North which is due East, 70 feet from the Northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by real estate contract recorded under Island County Auditor's File No. 117996; thence North to a point which is due West to the true point of beginning; thence due East to the true point of beginning.

STATE OF WASHINGTON)

COUNTY OF Island)^{SS}

CORPORATE ACKNOWLEDGMENT

On this 7 day of April, 1985, before me, the undersigned, personally appeared Robert H. Gage and James H. Gage, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the use and purpose therein mentioned, and on oath stated that they are authorized to execute the said instrument, and the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written

Robert H. Gage
Notary Public, in and for the State of Washington,
residing at Seaside, Oregon



2-27 RES B.
~~2-32-1 GL3~~

LAND TITLE CO. OF ISLAND COUNTY

85003-101

FILED

RECORDED

446

JOHN C. RUSSELL
GRANTOR

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

Land Title Company of Island County
APR 9 2 13 PM '05

H.H. FEENEY, AUDITOR
ISLAND COUNTY, WASH.

JOHN C. RUSSELL and DUALINE H. RUSSELL, husband and wife

Grantor hereby conveys and warrants to FUGET SOUND POWER & LIGHT COMPANY, a Washington corporation, for the purposes hereinafter set forth a perpetual easement under, across and over the following described property (the "Property") herein: Island County, Washington.

Said Property is Reserve B of Fly's Addition to the Town of Oak Harbor, as per plat of said Reserve B of Fly's Addition, page 27, records of Island County, Washington, and also as shown on Lot 3, Section 1, Township 32 North, Range 1, East of the Willamette River as shown as follows:

Beginning at the concrete monument marking the Northeast corner of that certain tract known as Beach Park, by warranty deed recorded in Volume 50 of deeds, page 247, of said County, said monument being due West, 247.50 feet from a concrete monument on the North line of said Beach Park produced easterly; thence South 03°00'00" East, 100 feet along the East line of said Beach Park to a point on the North right-of-way margin of 200 Avenue Southwest; thence South 44°38'04" East, 80.82 feet to a point on the North right-of-way margin of said 200 Avenue Southwest and the Northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by warranty deed recorded under Auditor's File No. 117996, records of Island County, Washington; thence South along the West line of said tract, (continued on reverse side) to the point of beginning as follows:

1. A Right-of-Way 100 feet in width having ten (10) feet of such width on each side of a center line.

2. A Right-of-Way to be constructed or to be constructed beginning at a point on the northerly line of the above described property that is approximately 34 feet westerly of the North corner thereof; thence southeasterly approximately 100 feet; thence southerly approximately 100 feet to the south line thereof and its terminus.

(This easement may be superseded at a later date by a document with a more specific description, based on a survey furnished by Grantor at no cost to Grantee.)

1. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric system and to install on, under and over the Right-of-Way together with all necessary or convenient appurtenances, which may include but are not limited to the following: underground conduits, cables, communication lines, poles, transformers, and to install and to maintain such additional facilities. Following the initial construction and thereafter from time to time construct such additional facilities as it may require.

2. Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise the rights herein provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of the rights herein.

3. Grantor agrees that Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and within the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in this easement. If, after following any such work, Grantee shall, to the extent reasonably practicable, restore the land to the condition it was immediately prior to such work. Following the installation of Grantee's underground electric system, Grantee may make any or all improvements to the landscaping of the Right-of-Way, provided that no trees or shrubs shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and replace.

4. In the use of the Right-of-Way, Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the exercise of the rights herein provided, that Grantor shall not construct or maintain any building or other structure on the Right-of-Way, nor shall Grantor exercise the rights herein granted that no digging, tunneling or other form of construction shall be done on the Property which would disturb the compaction or use of Grantee's facilities on the Property. Grantor shall be responsible for the support of said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

5. In connection with and regarding this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims, damages and expenses suffered by any person which may be caused by the Grantee's exercise of the rights herein provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person or property caused by the exercise of the rights herein.

6. This easement shall continue until such time as Grantee ceases to use the Right-of-Way for a purpose other than the exercise of the rights herein provided. Upon termination of this easement all rights hereunder shall revert to Grantor. Grantee shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities within any period of time from the date hereof.

7. The rights and obligations of the parties shall inure to the benefit of and be binding upon their heirs, assigns and assigns.

EXCISE TAX EXEMPT

DATED this 6th day of March, 1985

GRANTOR
Bernard T. Russell
BERNARD T. RUSSELL
Pauline H. Russell
PAULINE H. RUSSELL

STATE OF WASHINGTON
COUNTY OF SS



On this day personally appeared before me BERNARD T. RUSSELL and PAULINE H. RUSSELL,
known to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
the same was their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 6th day of March, 1985
Bernard T. Russell
Notary Public in and for the State of Washington,
residing at 1111 1st Ave.

LEGAL DESCRIPTION (Cont'd)

a distance of 100.00 feet to the True Point of Beginning; thence North along said West line, a distance of 100.00 feet to aforesaid point on the South right-of-way margin of 200 Avenue Southwest, said South right-of-way margin being a curve with a radial line from said point bearing North 35°12'27" West to the radius point; thence easterly along said curve, being 171.12 feet, having a radius of 602.95 feet, through a central angle of 04°33'33", an arc length of 47.98 feet; thence continuing along said South right-of-way margin North 80°14'00" East, 145.22 feet; thence leaving said South right-of-way margin South 17°07'00" East (also recorded as South 17°10' East), 150.00 feet; thence South 80°14'00" West, 107.56 feet to the northeast corner of that certain tract conveyed to Howard Naylor, et ux, and Paul Naylor, et ux, by instrument recorded under Auditor's File No. 140047, records of Island County, Washington; thence South 04°21'20" East along the East line of said tract, a distance of 89.15 feet to a line bearing East from the True Point of Beginning; thence West, 121.12 feet to the True Point of Beginning.

Waterside Condominium Phase III an easement for the purpose of installation and maintenance of a storm drain discharge system as set forth below.

2. Attached hereto is a schematic drawing of the location of the property known as Waterside Condominium Phase III; as the City park property adjacent thereto; and the general location where the storm drain discharge system shall be installed on City property being the centerline of this easement.
3. The easement shall be in sufficient width to allow machinery and equipment on to the City property for purposes of installing and maintaining said storm drain discharge system.
4. Upon approval of this easement agreement by the Oak Harbor City Council, the centerline of said easement shall be staked on the ground in accordance with the attached map. Thereafter, Prominent Properties shall, at its expense, have said centerline surveyed by a licensed surveyor and a legal description prepared. The same shall then be appended to this Easement Agreement and the same may be recorded by either party.
5. Prominent Properties agrees that upon the completion of construction and upon the completion of each necessary repair to restore the City property to a condition equal to or better than its condition prior to such construction including, but not limited to, cleaning up debris, releveling, regrading, reseeding, and repairing walkways or other improvements.
6. The rights and responsibilities of Prominent Properties under this agreement may be assigned by Prominent Properties to and assumed by Waterside Condominium Owners Association upon or after completion of Waterside Condominium Phase III, provided, however, that the cost of initial construction shall be borne by Prominent Properties and not said association.
7. It is understood and agreed that the City of Oak Harbor, its elected officials, officers, employees and agents, will be held harmless by Prominent Properties from any loss or damage that might happen to any work done by Prominent Properties on adjacent City property, including the proposed storm drainage line proposed under this easement or such loss or damage which may occur by reason of any injury to any person or property located on the dominant estate as a result of damage to structures located on City property.

Prominent Properties or its successor in interest will be responsible for any and all loss or damage imposed by law for injuries to, or the death of, any person or damages to property resulting from any cause whatsoever during the performance of any of the construc-

87005355

SEE CITY ENG. OFFICE -
NOT AN EAS - ONLY AGREEMENT
TO HAVE ONE

4-23-87

87005355

EXCISE TAX EXEMPT

APR 23 1987

ISLAND COUNTY TREASURER

EASEMENT AGREEMENT

2-27 RESB
WATERSIDE
CONDO III
~~4-22-1~~ 66345

FILED
RECORDED
APR 23 3 22 PM '87
H. H. LEE, CLERK
ISLAND COUNTY, WASH.
DEPUTY

I. IDENTIFICATION OF PARTIES

1. The CITY OF OAK HARBOR, a Washington municipal corporation, herein-after referred to as "City."
2. PROMINENT PROPERTIES, a Washington partnership, hereinafter re-ferred to as "Prominent Properties."

II. RECITALS

1. Prominent Properties is the owner and developer of certain real properties located within the City of Oak Harbor, which development is being known as Waterside Condominium Phase III.
2. The City owns real property adjacent to said property owned by Prominent Properties.
3. Prominent Properties is desirous of installing and maintaining on property owned by City a storm drain discharge system from property owned by Prominent Properties to a tidegate and storm drain system owned and maintained by City.
4. City is willing to grant such easement and license to Prominent Properties for the purposes of installing and maintaining said storm drain discharge system.
5. Prominent Properties is desirous of reserving the right to transfer said easement rights and responsibilities to the apartment owners association of Waterside Condominium upon completion of Waterside Condominium Phase III and the dedication of said property to condominium status.

III. CONSIDERATION

The consideration for this agreement is the mutual benefits con-tained herein and the agreements contained herein.

IV. AGREEMENT

1. City hereby conveys and quit claims to Prominent Properties as a covenant running with the property now or hereafter known as

DATE 2-27-87
BY [Signature]

tion for the drainage line work or during any repair made thereafter. Excluded from this provision are any and all claims of loss or damage caused by the exclusive negligence of the City.

No entry for repair will be made without giving 48 hours notice to the City of the intent to repair. All repairs shall be done in accordance with City specifications.

No use of City property by the City is excluded by this easement. Should the City build or landscape over the easement, repairs will have to be effected without removal of the City structures or landscaping or the same must be replaced or repaired to the same condition as previous to the repair or replacement of the storm sewer line.

Because it is anticipated that the State or the United States will require pollution controls on storm water runoff, Prominent Properties and/or its successors in interest covenant that no discharge of storm water will be permitted from its property along the easement which does not meet present or the existing future storm water pollution control standards of the State and/or Federal governments. Prominent Properties further covenants to provide the necessary storm water pollution control equipment needed to meet this standard. It is further understood that the installation of such equipment, if required, will not be on the easement to be granted hereunder. Alternative to placing additional pollution control equipment in its own property, Prominent Properties or its successors in interest shall place the storm sewer lines on its property at its own expense and bring storm water runoff to 200th Southwest, and also pay its proportionate share of costs of treatment; in this eventuality, the easement's use shall be terminated.

Neither Prominent Properties nor its successors will operate its storm water retention and drainage system so as to block the City's storm sewer line or operate it in any manner which backs up storm water from above the connection point.

No covenant is made by the City to maintain or in any way monitor any mechanical devices such as a tidegate placed in the storm water drain line by Prominent Properties

If Prominent Properties installs tidegates on City property, it and its successors will hold the City, its elected officials, officers, employees and agents harmless from any and all damages or loss which may occur as a result of its malfunctioning except those directly caused by the City's exclusive active intervention which is negligently carried out.

8. This easement for storm water runoff line may be used for Phases III, IV and V of Waterside Condominiums.
9. This easement shall terminate in the event that such easement is no longer needed, necessary or desired for the maintenance and use of said storm drainage system.

The foregoing agreement was approved by the City Council of the City of Oak Harbor on the 17th day of March, 1987.

CITY OF OAK HARBOR

By [Signature]
Mayor

PROMINENT PROPERTIES

By [Signature]
Authorized Representative
Pharmaceutical Division

STATE OF WASHINGTON

COUNTY OF ISLAND

On this day personally appeared before me Al Koetje, to me known to be the Mayor of the City of Oak Harbor, the municipal corporation described in the foregoing instrument, and acknowledged to me that he signed the same on behalf of the said corporation and that he was authorized to execute the same for the uses and purposes mentioned in the instrument.

Dated April 15, 1987

(Stamp or Seal)

Signature of
Notary Public Barkana S. Whitton

Title Notary Public

My appointment expires 1-15-91

STATE OF WASHINGTON

COUNTY OF ISLAND

I certify that I know or have satisfactory evidence that
Robert D. Lowe signed this instrument, on oath
stating that (he/she) was authorized to execute the instrument and
acknowledged it as the managing partner (type of authori-
ty, e.g. officer, trustee, etc.) of
Prominent Properties (name of party on behalf of whom
instrument was executed) to be the free and voluntary act of such party
the uses and purposes mentioned in the instrument.

Dated April 14, 1987

(Stamp or Seal)

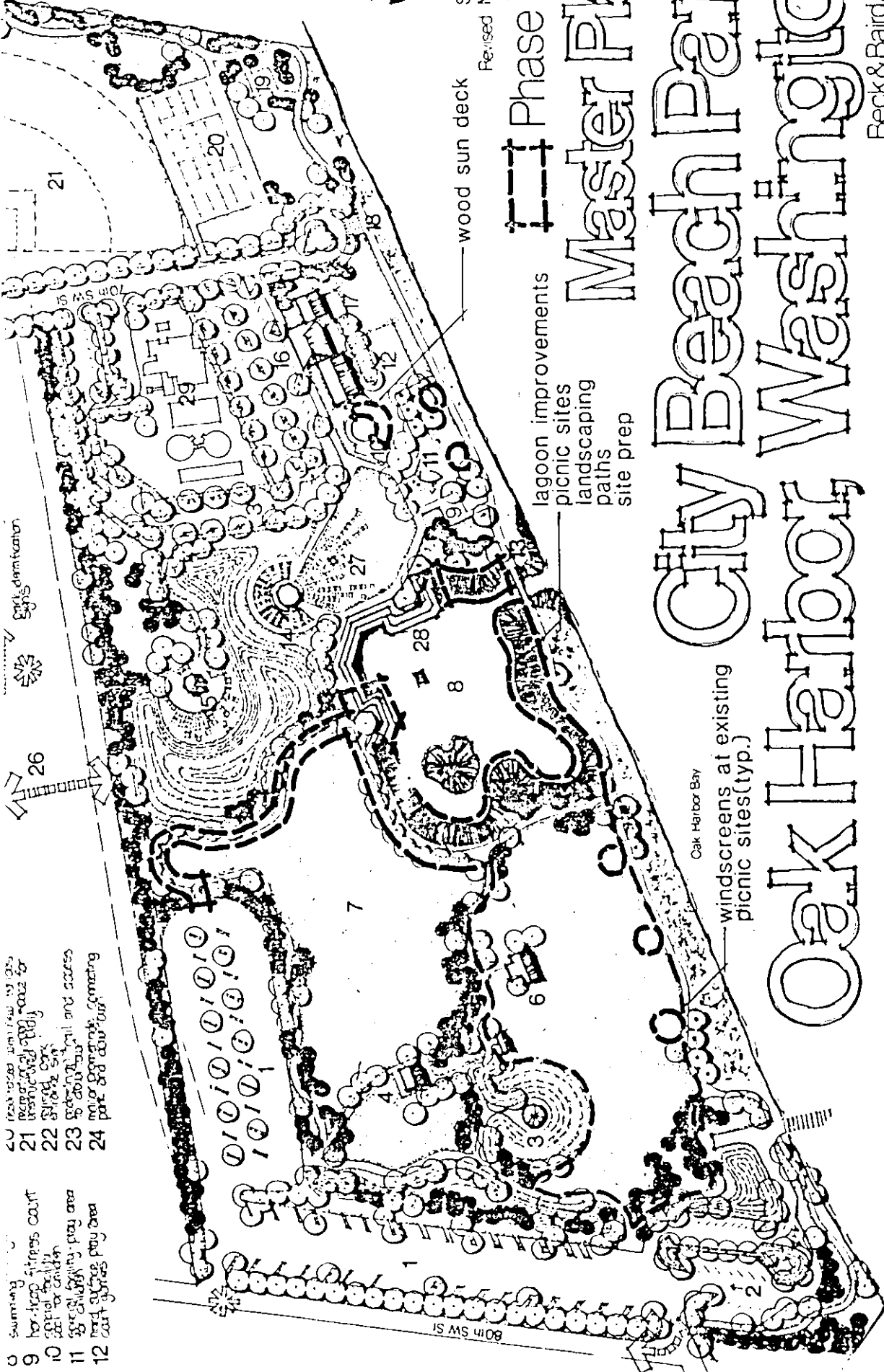
Signature of
Notary Public Barbara J. Wilkerson

Title Notary Public

My appointment expires 1-15-91

- 9 swimming
- 9 hot-tub stairs court
- 10 social facility
- 11 playground play area
- 12 hot-tub stairs play area
- 20 restrooms limited to 20
- 21 restrooms play area for
- 22 playground
- 23 playground trail and access
- 24 playground

Exp. demolition



1"=60'0"
Sept. 1982
Revised May 1984

Phase Two Master Plan

City Beach Park Oak Harbor Washington

Beck & Baird/Seattle

4-23-84

7-144

A

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For July - 64

- 20 -

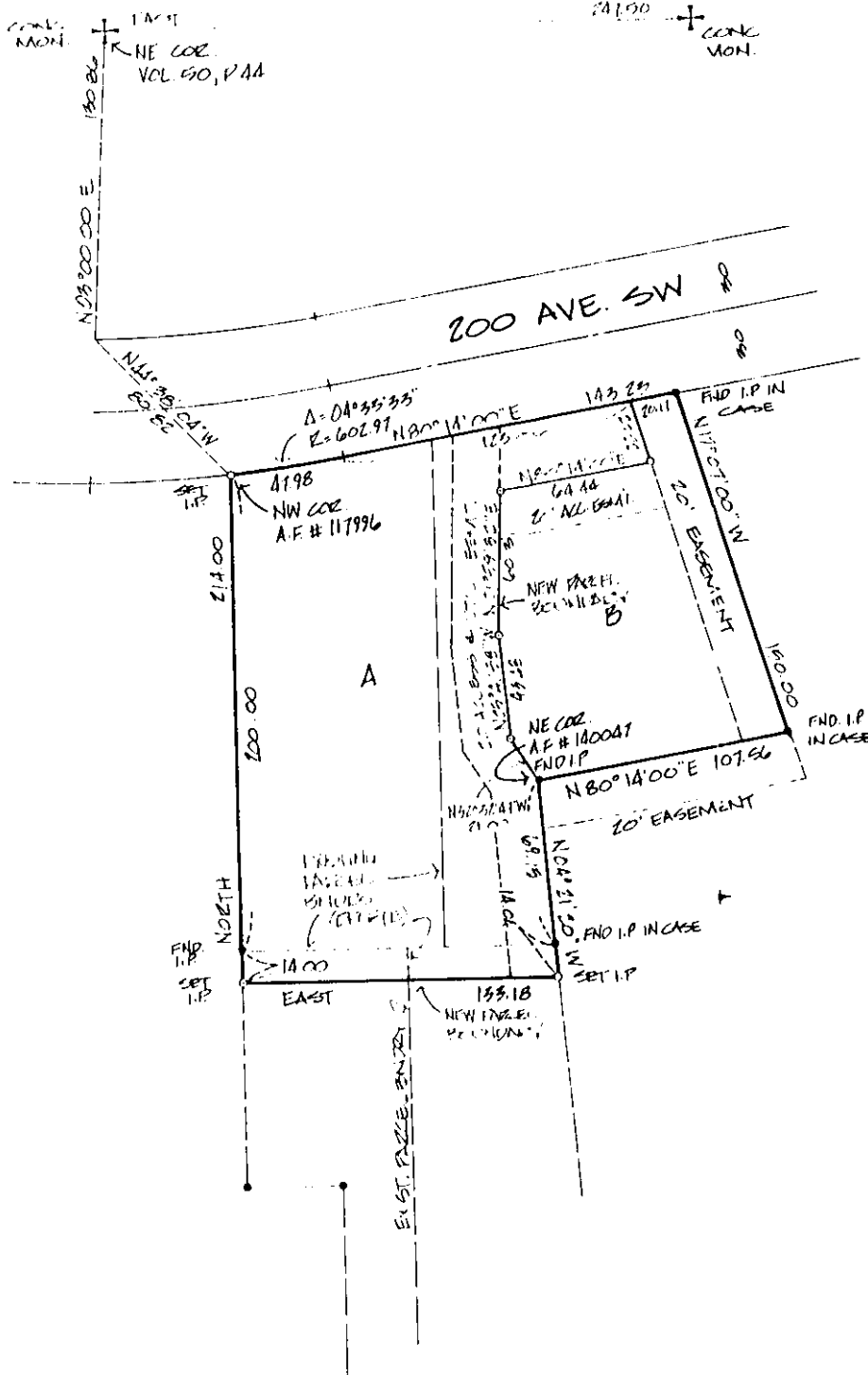
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LEGAL DESCRIPTION

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LEGAL DESCRIPTION

A TRACT OF LAND
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BEACH PARK, SA
CONCRETE MONUM
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N 32 32 47 W.

N 05 41 50 W.

N 01 59 32 E.

N 00 14 00 E.

N 17 07 00 W.

BY ME THIS 2nd DAY OF April 1985.

L. J. Lewis
CITY SUPERVISOR

CERTIFICATE

presents a survey made by me or
informance with the requirements.



AUDITOR'S CERTIFICATE

Filed for record this 5th day of April 1985
at 11:28 A.M. in Book 6 of Surveys at
Page 65 at the request of Datum Pacific Inc.



BC
A POR

OAK HARBOR

85012733 2-27 RES B
85012733

RECORDED

FILED
JAN 11 8 51 AM '85

CLERK FOR
JAN 11 8 51 AM '85

DECLARATION EXTINGUISHING, CONFIRMING
AND ESTABLISHING EASEMENTS

(2-32-1643)

COME NOW the undersigned declarants, the owners of the real properties described on the attached exhibits, and by means of this declaration extinguish certain existing easements, confirm the existence of certain existing easements, and hereby create certain new and additional easements, all as reflected on the attached maps.

1. Legal Description. Attached hereto are the legal descriptions of four parcels of property known as Tracts A, B, C and D, all located within the City of Oak Harbor, Island County, Washington. The size, location and configuration of the four parcels described above are shown on the attached maps.

2. Extinguishment of Easements. Attached hereto is a map entitled "Map of Extinguished Easements, Waterside Condominium" dated October 3, 1985. The undersigned declarants hereby cancel, revoke and extinguish those easements described therein which are enumerated as follows:

A. Access and utility easement as created by document recorded under Island County Auditor's File No. 364503.

B. Dike easement as established by document recorded under Island County Auditor's File No. 364503.

C. Access and utility easement as established by document recorded under Island County Auditor's File No. 275960.

D. Access and utility easement as established by document recorded under Island County Auditor's File No. 85003259.

3. Confirmation of Existing Easements. Attached hereto is a map entitled "Map of Existing Easements, Waterside Condominium" dated October 3, 1985. The undersigned declarants hereby confirm the existence of said easements which are summarized as follows:

A. Puget Sound Power and Light easement as established by document recorded under Island County Auditor's File No. 255063.

B. Access and utility easement as established by document recorded under Island County Auditor's File No. 85003259.

C. Puget Sound Power and Light easement as established by document recorded under Island County Auditor's File Nos. 85003400 and 85003401.

D. Access and utility easement as established by document recorded under Island County Auditor's File No. 364504.

E. Access and utility easement as established by document recorded under Island County Auditor's File No. 121164.

4. Creation of Additional Easements. Attached hereto is a map entitled "Map of Added Easements, Waterside Condominium" dated October 3, 1985. The undersigned declarants hereby establish and create easements as shown on said map for the purposes, conditions and benefits set forth below:

A. Declarants hereby establish easements on Tract A and Tract D as shown on said map which easements are adjacent to the east line of a 20-foot access and utility easement as established by document recorded under Island County Auditor's File No. 85003259. Said newly created easement is for the purposes of the installation and maintenance of underground utilities and shall be for the benefit of Tract A and Tract D and such other properties as the owners of either Tract A or Tract D may designate. Said utility easement shall also run in favor of the City of Oak Harbor.

B. Declarants hereby create and establish an easement affecting the north portions of Tract A and Tract B as shown on said map for the purposes of ingress and egress, the installation and maintenance of utilities, for parking and for landscaping, as such parking and landscaping may be required by a site plan approved by the City of Oak Harbor. Said easement to be for the benefit of Tract A, Tract B and, if required by the City of Oak Harbor or desired by the owners of Tract A or Tract B, shall be for the benefit of such other properties.

DATED this 1st day of November, 1985.

PROMINENT PROPERTIES
a Partnership

By: JUNE H. SEBO

By: ROBERT D. LOWE

STATE OF WASHINGTON)
) ss.
County of Island)

On this 1st day of November, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JUNE H. SEBO (w/s) and ROBERT D. LOWE, to me known to be the Managing Partners of PROMINENT PROPERTIES, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Carol A. Weston
NOTARY PUBLIC in and for the
State of Washington residing
at Oak Harbor

SCHEDULE A-1
Tract A
Phase I

A tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as per plat recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M., described as follows:

Commencing at the concrete monument marking the northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west 247.50 feet from a concrete monument on the north line of said Beach Park; extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point on the north right of way margin of 200 Ave. Southwest; thence
S 44 38 04 E, 80.82 feet to a point on the south right of way margin of said 200 Ave. Southwest and the northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County; thence

South, along the west line of said tract, a distance of 214.00 feet to the true point of beginning; thence
North, along said west line a distance of 214.00 feet to aforesaid point on the south right of way margin of 200 Ave. Southwest, said south right of way margin being a curve with a radial line from said point bearing

N 05 12 27 W, To the radius point; thence easterly along said curve being to the left, having a radius of 602.96 feet, through a central angle of 04 33 33, an arc distance of 47.98 feet; thence continuing along said south right of way margin

N 80 14 00 E, 123.06 feet; thence leaving said south right of way margin
S 17 07 00 E, 27.22 feet; thence
S 80 14 00 W, 64.44 feet; thence
S 01 59 32 W, 60.31 feet; thence
S 05 41 58 E, 43.48 feet; thence
S 32 32 47 E, 21.00 feet to the northeast corner of that certain tract conveyed to Howard Maylor, et ux, and Paul Maylor, et ux, by instrument recorded under Auditor's File No. 140047, records of Island County; thence

S 04 21 20 E, 83.19 feet to a point lying east of the true point of beginning
thence

West 133.18 feet to the true point of beginning.

SCHEDULE A-2
Tract B
Phase II

A tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as per plat recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M., described as follows:

Commencing at the concrete monument marking the northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west 247.50 feet from a concrete monument on the north line of said Beach Park extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point on the north right of way margin of 200 Ave. Southwest; thence

S 44 38 04 E, 80.82 feet to a point on the south right of way margin of said 200 Ave. Southwest and the northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County;

N 05 12 27 W, being a curve with a radial line from said point bearing to the radius point; thence easterly along said curve being to the left, having a radius of 602.96 feet, through a central angle of 04 33 33, an arc distance of 47.98 feet; thence continuing along said south right of way margin

N 80 14 00 E, 123.06 feet to the true point of beginning; thence continuing

N 80 14 00 E, along said right of way margin, a distance of 20.17 feet; thence leaving said south right of way margin

S 17 07 00 E, (Also recorded as S 17 10 E) 150.00 feet; thence

S 80 14 00 W, 107.56 feet to the northeast corner of that certain tract conveyed to Howard Maylor, et ux, and Paul Maylor, et ux, by instrument recorded under Auditor's File No. 140047, records of Island County; thence

N 32 32 47 W, 21.00 feet; thence

N 05 41 58 W, 43.48 feet; thence

N 01 59 32 E, 60.31 feet; thence

N 80 14 00 E, 64.44 feet; thence

N 17 07 00 W, 27.22 feet to the true point of beginning.

SCHEDULE A-3
Tract C
Phase III, IV and/or V

A tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as per plat recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M., described as follows:

Commencing at the concrete monument marking the northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west 247.50 feet from a concrete monument on the north line of said Beach Park extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point on the north right of way margin of 200 Ave. Southwest; thence
S 44 38 04 E, 80.82 feet to a point on the south right of way margin of said 200 Ave. Southwest and the northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County; thence
South, along the west line of said tract, a distance of 214.00 feet to the true point of beginning; thence
East, 70.00 feet; thence
South, 212.86 feet; thence
S 74 06 11 W, 72.78 feet; thence
North, 232.80 feet to the true point of beginning.
Together with and subject to those certain access and utility easements as shown on that certain record of survey recorded in Volume 6 of Surveys, Page 65, under Auditor's File No. 85003259, records of Island County, Washington.

SEE page 39, Schedule A, for additional info concerning easements.

SCHEDULE A-4
Tract D
Phase III, IV and/or V

A tract of land in Reserve B of Ely's Addition to the Town of Oak Harbor as per plat recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, T. 32 N., R. 1 E.W.M., described as follows:

Commencing at the concrete monument marking the northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Vol. 50 of Deeds, Page 44, known as Beach Park, said monument being due west 247.50 feet from a concrete monument on the north line of said Beach Park extended easterly; thence

S 03 00 00 W, 130.86 feet along the east line of said Beach Park to a point on the north right of way margin of 200 Ave. Southwest; thence
S 44 38 04 E, 80.82 feet to a point on the south right of way margin of said 200 Ave. Southwest and the northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County; thence
South, along the west line of said tract, a distance of 214.00 feet; thence

East, 70.00 feet to the true point of beginning; thence continue
East, 63.18 feet; thence

S 04 21 20 E, 96.40 feet to the meander line; thence
S 17 07 00 E, (Also recorded as S 17 10 E) 92.99 feet; thence
S 74 06 11 W, 101.76 feet; thence

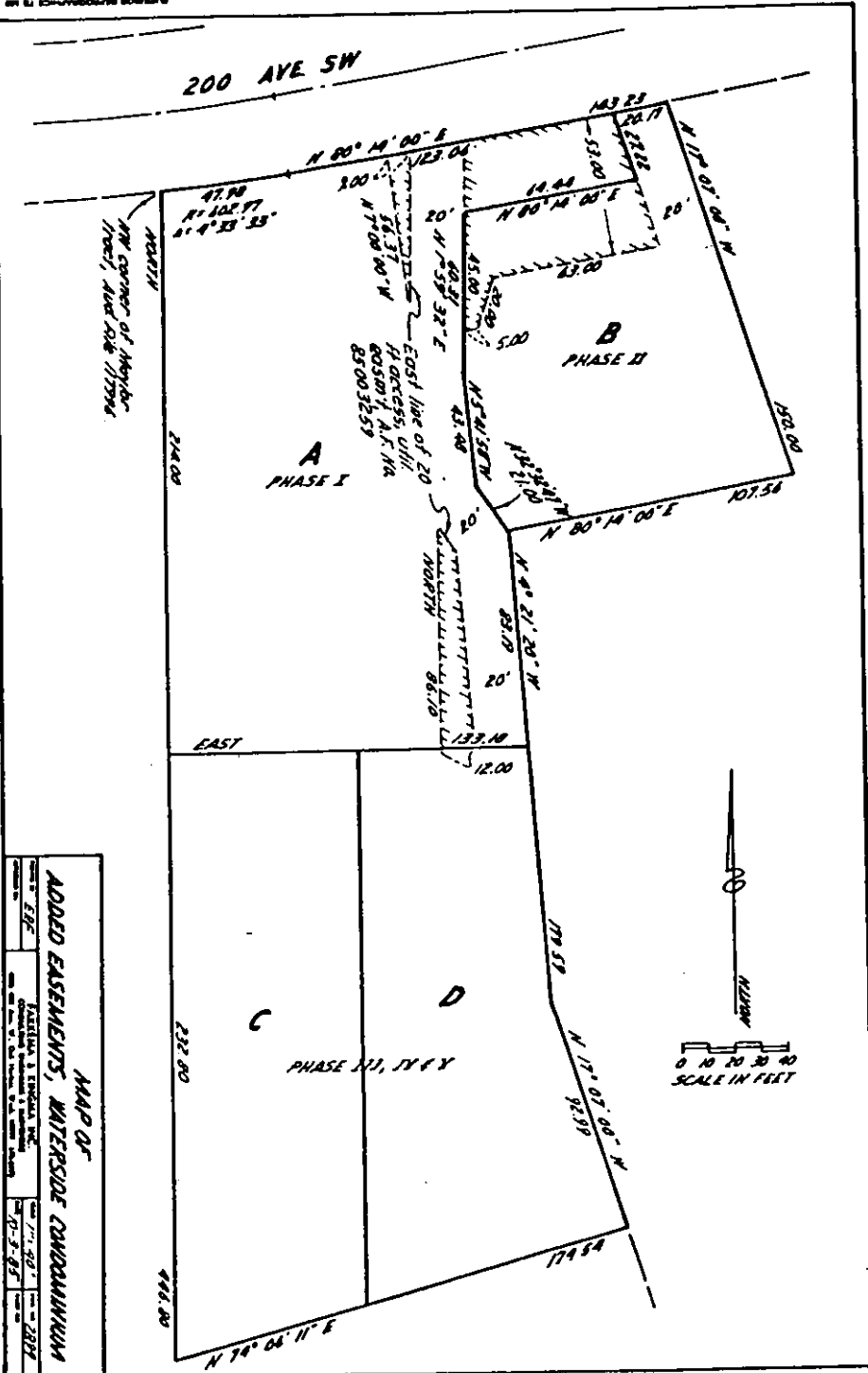
North, 212.86 feet to the true point of beginning.

Together with and subject to those certain access and utility easements as shown on that certain record of survey recorded in Volume 6 of Surveys, Page 65, under Auditor's File No. 85003259, records of Island County, Washington.

SEE page 39, Schedule A, for additional info concerning easements.

**MAP OF
EXISTING BASEMENTS, WATERSIDE CONDOMINIUM**

DATE: 6/12	DRAWN BY: T. J. BROWN, INC.	SCALE: 1" = 10'	NO. OF SHEETS: 2 OF 2
PROJECT: WATERSIDE CONDOMINIUM	LOCATION: 1000 W. 10th St., St. Paul, Minn.	DATE: 6/12	NO. OF SHEETS: 2 OF 2



CD-341

FILED
VOL 184
PAGE 349
ISLAND COUNTY
Island County Title Company
1968 SEP 9 PM 3 45

218274

364504

FILED
VOL 183
PAGE 173
JAN 25 11 20 AM '80
RECORDED
CLERK
JURY

CORRECTED

QUIT CLAIM DEED FOR EASEMENT

1 WILSON J. SUMNER This Corrected Quit Claim Deed for Easement is filed to correct
2 Island Co. Auditor's file #213274, recorded Sept. 9, 1968.
3 THE GRANTORS, CLARISSA WALRATH, as her separate estate,
4 HENRY E. FORNER, as his separate estate; and MYRDUFF FORNER, as
5 his separate estate, for and in consideration of ONE and no/100
6 (\$1.00) DOLLAR and other valuable consideration convey and quit
7 claim to HOWARD L. MAYLOR and BESSIE E. MAYLOR, husband and wife,
8 and PAUL L. MAYLOR and WILMA V. MAYLOR, husband and wife, an
9 easement for ingress and egress and the installation and maintenance
10 of overhead and/or underground utilities over and across the
11 following described real estate, situated in the County of ISLAND,
12 State of Washington, including any after acquired title:

13 A tract of land in Government Lot 3, Section 2, Township
14 32 North, Range 1, East of the Willamette Meridian, and
15 also in Reserve B of Ely's Addition to the Town of Oak
16 Harbor, as per plat filed in Volume 2 of Plats, page 27,
17 records of Island County, Washington, described as follows:

18 Commencing at a concrete monument 33 feet North
19 of the Southeast corner of the C.W. Sumner Do-
20 nation Land Claim which is North 67° 17' East
21 440.30 feet, more or less, from a concrete monu-
22 ment at the Northwest corner of Lot 6, said Plat
23 of Ely's Addition; thence South 374.35 feet;
24 thence West 398.59 feet; thence South 61° 18'
25 West 425.00 feet to the Northwest corner of that
26 certain tract of land deeded to Edward Forner by
27 the Columbia Lumber Company by warranty deed
28 dated April 22, 1938, and filed in Volume 52 of
29 Deeds, page 169, under auditor's file No. 46847
30 thence South 17° 10' East 107.86 feet along the
31 West line of said Forner Tract, thence North 80° 11' East 20 ft
32 to the point of beginning; thence continue South 17° 10' East
33 20 feet; thence North 80° 11' East 127.56 feet;
34 thence North 17° 10' West 20 feet; thence South
35 80° 11' West 127.56 feet to the point of beginning.

36 The easement mentioned above is to be appurtenant to the
37 real property owned by the Grantees, HOWARD L. MAYLOR and BESSIE E.
38 MAYLOR, husband and wife, and PAUL L. MAYLOR and WILMA V. MAYLOR,
39 husband and wife, lying Southwest of the western terminus of the
40 above mentioned easement.

41 DATED this 29 day of August, 1968.

42 EXCISE TAX EXEMPT
43 ISLAND COUNTY TREASURER

44 BY Harry O. Lang

45 *Clarissa Walrath*
46 Clarissa Walrath

47 *Henry E. Forner*
48 Henry E. Forner

49 *Myrduff Forner*
50 Myrduff Forner

51 STATE OF WASHINGTON)
52) ss.
53 COUNTY OF ISLAND)

-1-

1 On this 29 day of August, 1968, before me, the
2 undersigned, a Notary Public in and for the State of Washington,
3 duly commissioned and sworn, personally appeared CLARISSA WALRATH,
4 as her separate estate, to me known to be the individual described
5 in and who executed the foregoing instrument, and acknowledged to
6 me that she signed and sealed this said instrument as her free and
7 voluntary act and deed for the uses and purposes therein mentioned.

8 GIVEN under my hand and official seal this 29 day of
9 August, 1968.

10 Notary Public in and
11 for the State of
12 Washington, residing



13 STATE OF WASHINGTON)
14 COUNTY OF ISLAND) ss.

15 On this 17 day of August, 1968, before me, the under-
16 signed, a Notary Public in and for the State of Washington, duly
17 commissioned and sworn, personally appeared HENRY E. FORNER, as his
18 separate estate, to me known to be the individual described in and
19 who executed the foregoing instrument, and acknowledged to me that
20 he signed and sealed this said instrument as his free and voluntary
21 act and deed for the uses and purposes therein mentioned.

22 GIVEN under my hand and official seal this 17 day of
23 August, 1968.

24 Notary Public in and for the State of
25 Washington, residing at Oak Harbor.



26 STATE OF WASHINGTON)
27 COUNTY OF ISLAND) ss.

28 On this 17 day of August, 1968, before me, the
29 undersigned, a Notary Public in and for the State of Washington,
30 duly commissioned and sworn, personally appeared MYRLUFF FORNER,
31 as his separate estate, to me known to be the individual described
32 in and who executed the foregoing instrument, and acknowledged to
33 me that he signed and sealed this said instrument as his free and
34 voluntary act and deed for the uses and purposes therein mentioned.

35 GIVEN under my hand and official seal this 17 day of
36 August, 1968.

37 Notary Public in and for the State of
38 Washington, residing at Oak Harbor



2-21

121164

121164

Statutory Warranty Deed

FILED *Recorded*
VOL. 95 of *Deeds*
PAGE 42 REQUEST OF
Russell B. Sherson
APR 21 11 22 AM 1959

W. L. Linder
W. L. LINDER, AUDITOR
OF THE STATE OF WASH.
DEPUTY

Indexed By *l*
Compared By _____

WASHINGTON
TITLE INSURANCE
COMPANY

SEATTLE WASHINGTON

Mail to *D. Russell B. Sherson*
1111 1st Ave
Seattle, Wash.
Send Tax Statement to _____

Form L-58

Statutory Warranty Deed

THE GRANTOR, EDWARD FORNER, a single man now and at the time of acquiring title on April 22, 1938,

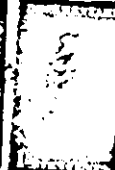
for and in consideration of Two Thousand Dollars (\$2,000.00)

in hand paid, conveys and warrants to HOWARD L. MAYLOR and BESSIE MAYLOR, his wife; and PAUL L. MAYLOR and WILMA MAYLOR, his wife, the following described real estate, situated in the County of Island, State of Washington:

E. F.

E. F.

Commence at the Northeast corner of Beach Park in Oak Harbor, thence South 3° West to the South line of 200 Avenue South in Oak Harbor; thence easterly on said line 206.36 feet which point is the intersection of the South line of said 200 Avenue South and the North line of the Edward Forner tract being the true point of beginning of this tract description; thence easterly on said street line 20 feet; thence South 17° 10' East 150 feet; thence westerly to the South line of 200 Avenue South to the westerly boundary of the Edward Forner tract; thence northerly along the West boundary of the Edward Forner tract to the Northwest corner thereof; thence northeasterly to the point of beginning RESERVING a non-exclusive easement for ingress and egress over the East 20 feet thereof. It is intended that the grantees herein and their successors and assigns may likewise use said easement for business purposes.



ISLAND COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
PAID

APR 21 1959

AMOUNT PAID \$ 20.00
MARKED A LONG
ISLAND COUNTY TREASURER

Dated this 20th day of April, 1959.

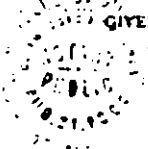
Edward Forner (SEAL)

STATE OF WASHINGTON,
County of Island

On this day personally appeared before me Edward Forner

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of April, 1959.



Russell B. Sherson
Notary Public in and for the State of Washington,
residing at Oak Harbor.

CD-39

255063

EXCISE TAX EXEMPT

OCT 3 1972

EASEMENT

1700.34 1.00

RUTH E. ZYLSTRA
ISLAND COUNTY TREASURER

1R-31
SEC. 2 T32N
R1E 15W
FILED FOR RECORD AT 3:57 PM
OCT 5 1972 at request of
Puget Sound Power & Light Co.
E. DUANE KEMP, AUDITOR
ISLAND COUNTY, WASH.

For and in consideration of One Dollar (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged,

Paul L. Maylor and Wilma Maylor, husband and wife; and Howard L. Maylor and

Bessie Maylor, husband and wife

("Grantor" herein), hereby grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a perpetual easement over, across and under the following described real property (the "Property" herein) in Island County, Washington:

DESCRIPTION:

Those portions of Reserve "B" of Ely's Addition to Oak Harbor, as per plat recorded in Volume 2 of Plats, page 27 and of Government Lot 3, Section 2, Township 32 North, Range 1, East W.M. described as follows:

"A": Commence at the Northeast corner of Beach Park in Oak Harbor; thence South 3° West to South line of 200 Avenue South in Oak Harbor; thence Easterly on said line 206.36 feet which point is intersection of South line of said 200 Avenue South and North line of Edward Forner tract being the point of beginning of this tract description; thence Easterly on said Street line 20 feet; thence South 17° 10' East 150 feet; thence Westerly parallel to the South line of 200 Avenue South to the Westerly boundary of Edward Forner tract; thence Northerly along the West boundary of Edward Forner tract to the Northwest corner thereof; thence Northeasterly to the point of beginning.

"B" Commencing at the Northeast corner of Beach Park in Oak Harbor; thence South 3° 0' West to South line of Avenue 200 S.W., thence easterly on said Avenue line 60 feet to true point of beginning; thence Easterly on said Avenue line 146.36 feet to intersection of North line of Edward Forner tract; thence South 61° 53' West to the Northwest corner of Edward Forner tract; thence South 17° 10' East to Southwest corner of said tract at sea shore; thence easterly on South line of said tract to Northeast corner of tideland now owned by grantor herein; thence Southwesterly on east line of said tideland to southeast corner thereof at low tide; thenceWesterly on South line of said tideland to point South of northwest corner of saidForner tract; thence North to point 40 feet east and 300 feet South of true point of beginning; thence West 40 feet; thence North 300 feet to true point of beginning.

Situate in the County of Island, State of Washington.

BOOK 259 PAGE 684

FILED RECORDED
VOL 2594 ISLAND COUNTY
PAGE 684 REQUEST OF
Pugot Sound Power & Light Co.
1972 OCT 3 PM 3 51

E. DUANE KEMP, AUDITOR
ISLAND COUNTY, WASH.
@ ~~Island~~ DEPUTY

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the Right-of-Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

b. Underground facilities. Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches.

2. Access. Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

4. Grantor's Use of Right-of-Way Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building or other structure on the Right-of-Way and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years. In which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 21 day of Sept, 19 72

GRANTOR

Howard L. Maylor
Bessie Maylor
Paul Maylor
Wilma Maylor

STATE OF WASHINGTON }
COUNTY OF Blaine } SS

On this day personally appeared before me Paul L. Maylor and Wilma Maylor to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of Sept

[Signature]
Notary Public in and for the State of Washington
residing at [Address]

STATE OF WASHINGTON }
COUNTY OF Blaine } SS

On this _____ day of _____, 19____, before me, the undersigned, personally appeared _____ and _____ to me known to be the _____ and _____, respectively, of _____

_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

STATE OF WASHINGTON }
COUNTY OF Blaine } SS

On this day personally appeared before me Howard L. Maylor and Bessie Maylor to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of Sept, 19 72

[Signature]
Notary Public in and for the State of Washington
residing at [Address]

TO
Columbia Lumber
Company, a cor.

Recorded Vol. 167 of Deeds
Page 204
Consideration \$6500
Covenants AF# 35581

The Grantors do C. J. & W. J. unto the Grantee

the following described real estate in Island County, State of Washington, to-wit: Beg. at a pt. W is 374.35 feet South and 398.59 feet West of cor. of which is set in cement at a point 33 feet North of Southeast corner of the C. N. Sumner Donation Claim in Sec Two, T. 32 N. & R. 1 East W.M., and running thence S. 61° 18' West 100 feet to the true pt. of beg. of this description, run thence from sd. true pt. of beg. South 76° 18' West 335 feet thence South 17° 10' East 332.3 feet to the mean li.; thence S. the mean li. North 57° 15' East 332.3 feet; thence North 17° 10' 334 feet to the true pt. of beg.

Also all the tide lands in front of and adjacent to or abutting upon the 332.3 feet of the line conveyed by this deed belonging to sd. grantor.

The grantors do hereby also grant and convey unto the sd. grantee a r. of w. right to Main Street of Oak Harbor from the property hereby conveyed to and over the wharf of J. E. Hamilton & Sons, lying and being about 30 feet east of the above described real property and over the same and across the land lying between sd. wharf and the property herein conveyed, reserving and excepting from the right and privilege of school children to travel to what known as the beach road.

(Cor. Seal of
Sd. Co.)

J. E. Hamilton & Sons, Inc.
By D. L. Hamilton, Its Pres.
Attest: Rosa E. Hamilton, Its Secretary

No. of Witnesses: —

Acknowledged by off signing - oath o.k. - Sd. Co

before James V. Smith, N. P.
res. at Oak Harbor, Washington

(Official Seal) Notary Commission Expires Mar 11, 1933

Lester Still a bachelor
Grantor

WARRANTY DEED
July 10, 1936

Dated..... 193.....

Acknowledged..... July 10, 1936

Filed..... July 28, 1936 at 11:18 A.M.

Recorded Vol..... 50 of deeds

Page..... 44

Consideration..... \$900.00

Covenants..... Aff# 43517

TO

Town of Oak Harbor

The Grantor. - ~~do~~ conveys and warrants to Town of Oak Harbor the following described Real Estate:

Beginning at a point 471.0 feet West and 185.0 feet South of an iron p. set in sidewalk at approach to wharf on South side of Barrington Avenue on Main Street; thence West 574.0 feet; thence South 16° 35' E. to extreme low tide; thence Easterly to a point on the beach at extreme low tide which point is South 3° 00' West of true point of beginning of this tract; thence North 3° 00' E. to point of beginning. Containing 7.4 upland acres. It is made a part of the consideration of this deed that the street on the East boundary of Reserve A in Ely's Addition to Town of Oak Harbor shall be extended South 16° 35' East to extreme low tide, said tract is hereby named Rainier Street.

A common right of sewerage, drainage and diking from Main Street to extreme low tide along the existing dike shall be for the use of the grantor and the grantee, their successors and assigns forever.

It is the intention of the grantor herein to convey all interest in Rainier Street from Main Street to extreme low tide.

Situated in the County of Island, State of Washington.

Lester Still SEAL

Acknowledged in Island County by Lester Still a bachelor, before R. L. Maylor, N.P. in and for the State of Washington, residing at Oak Harbor. N.P. Seal. Com. Ex. Jan. 18, 1939.

No. of Witnesses: U.S.I.R. Stamp for \$1. attached and cancelled 7/28/36 R.L.M.
Acknowledged by: Wash State Tax on Conveyances for \$1. attached and cancelled 7/28/36 R.L.M.

before.....

(Official Seal) Notary Commission Expires.....

Part to Reserve B Ely's Add
Tax lot 3 Sec 2 Twp 32 R 1 E

State of Washington

Instrument Deed

61

Dated April 1 1907

Acknowledged 190

Filed May 2 1907 at 8:10 A.M.

Recorded Vol. 22 of Deeds, Page 298.

Consideration, \$215.⁷⁵

Grantors

To
Jerome Eley

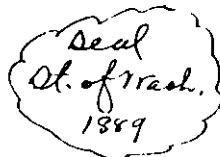
Grantee

The grantors do S. B. A & convey unto grantee, with covenants o
to h. & b. h. Tide & Shore lands, 2nd class lands in Island County, State of Washington, to-wit:

all tide and shore lands of the second class, owned by the State of Washington, situate in front of, adjacent to or upon that certain portion of the U. S. government meander line in Sec 2, Twp. 32 N., R 1 E, W. 24. Said portion of meander line more particularly described as follows:

Beginning at a point where the Eastern boundary line of the Ulrich Freund Donation land claim intersects said meander line, thence running Northeastly along said meander line 43.19 chs. as shown & certified copy of the field notes of the U. S. govt. survey thereof, on file in the office of the Commr. of Public lands at Olympia, Wash.

No. of witnesses 0



(Signed) Albert E. Mead
Governor

Attest: Darr H. Nichols
Sec. of State

Acknowledged by grantors before State record of tide land deeds, Vol 8, P. 121

in and for the State of residing at

Com. expires



ISLAND COUNTY AUDITOR

ERS

Return Name and Address:
COMCAST Cable Communications, Inc.
ATTN: Business Services Group
400 Sequoia Dr.
Bellingham, WA. 98226
360-527-8310

Please print or type information

Document Title(s) 1. Memorandum of Easement— Waterside Condominiums 2.	
Grantor(s) 1. WATERSIDE CONDOMINIUM OWNERS ASSC. 2. 3.	
Grantee(s) 1. COMCAST OF WASHINGTON IV, INC. 2. 3.	
Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.) NE 1/4 R 1E, T 32, S 2 Willamete Meridian <input type="checkbox"/> Additional legal is on page <u>5</u> of document.	
Assessor's Property Tax Parcel/Account Number S 6565-00-00826-1 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. <input type="checkbox"/> Additional parcel numbers on page _____ of document.	

EXCISE TAX EXEMPT
MAR 24 2004
LINDA E. RIFFE
ISLAND COUNTY TREASURER

☒ **NO MONETARY COMPENSATION WAS PROVIDED FOR THIS EASEMENT.**

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.



ISLAND COUNTY AUDITOR

EAS

4095279
Page: 2 of 5
03/26/2004 04:21P

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

COMCAST OF WASHINGTON IV, INC.
400 Sequoia Dr.
Bellingham, WA. 98226
Attn: Business Services Group
360-527-8310

GRANT OF EASEMENT

EXHIBIT A

This Grant of Easement (the "Easement") dated this November 1, 2003, by and between **COMCAST OF WASHINGTON IV, INC.**, its successors and assigns, hereinafter referred to as "Grantee" and **WATERSIDE CONDOMINIUM OWNERS ASSC.**, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Service/Access Agreement dated November 1, 2003, pursuant to which Grantee provides certain broadband communications services to the Premises commonly known as Waterside Condominiums, located at 651 SE Bayshore Drive, Oak Harbor, Washington.

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

LEGAL DESCRIPTION: (See Attached Exhibit A)



ISLAND COUNTY AUDITOR

EAS

Grantor(s) agree for themselves and their heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim trees and/or cut roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted: provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

This easement shall commence on the date appearing in the first paragraph hereof and shall continue for an initial period of fifteen (15) years. Thereafter, this easement shall be automatically renewed for consecutive terms of two (2) years each, unless otherwise terminated by the parties as set forth in the Agreement.

Executed this 31st day of October, 2003.

WITNESS/ATTEST:

OWNER: WATERSIDE CONDOMINIUM OWNERS ASSC.

By: _____

By: Tom Sullivan

Print: _____

Name: Tom Sullivan
Title: President

ATTEST:

COMPANY: COMCAST OF WASHINGTON IV, INC.

By: _____

By: John Dietrich

Print: _____

Name: John Dietrich
Title: VP, North Puget Sound



STATE OF WASHINGTON) NOTARY for WATERSIDE CONDO OWNERS ASSC.
) ss.
COUNTY OF ISLAND)

The foregoing instrument was acknowledged before me this 31 day of October, 2003, by Tom Sullivan of **WATERSIDE CONDOMINIUM OWNERS ASSC.**, on behalf of Waterside Condominium Owners Assc. He/she is (personally known to me) or (has presented) Military Card (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.



Heather McCrea

Heather McCrea Notary Public
(Print Name)

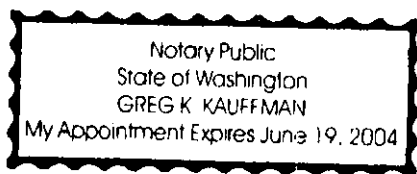
My commission expires: 10-09-06

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

NOTARY for COMCAST

The foregoing instrument was acknowledged before me this 23 day of February, 2004, by JOHN DIETRICH of **COMCAST OF WASHINGTON IV, INC.**, on behalf of the corporation. He is personally known to me and did not take an oath.

Witness my hand and official seal.



Greg Kauffman
GREG KAUFFMAN, Notary Public
(Print Name)

(Seal)
My Commission expires: June 19, 2004

PLEASE DO NOT WRITE IN THE MARGINS. THE COUNTY AUDITOR'S OFFICE WILL NOT RECORD THE DOCUMENT IF THERE IS ANY WRITING IN THE MARGIN.



ISLAND COUNTY AUDITOR

EAS

GRANT OF EASEMENT
Exhibit A, Page 1 of 2
LEGAL DESCRIPTION
Waterside Condominiums
651 SE Bayshore Drive, Oak Harbor, Island County

Quarter, Quarter, Section, Township and Range: **R 1E, T 32, S 2**
Willamette Meridian

Parcel or Tax Account Number(s): **S 6565-00-00826-1**

Tract A of that City of Oak Harbor Boundary Adjustment approved April 2, 1985, and recorded in Book 6 of Surveys, page 65, records of Island County, and more particularly described as a tract of land in Reserve 9 of Ely's Addition to the Town of Oak Harbor, as per plat recorded in Volume 2 of Plats, page 27, records of Island County, Washington, and also in Government Lot 3, Section 2, Township 32 North, Range 1 East, W.M., described as follows:

Commencing at the concrete monument marking the Northeast corner of that certain tract deeded to the Town of Oak Harbor, by warranty deed recorded in Volume 50 of Deeds, page 44, known as Beach Park, said monument being due West 247.50 feet from a concrete monument on the North line of said Beach Park extended easterly; thence

South 03° 00' 00" West 130.86 feet along the East line of said Beach Park to a point on the North right-of-way margin of 200 Avenue Southwest; thence

South 44° 38' 04" East 80.82 feet to a point on the South right-of-way margin of said 200 Avenue Southwest and the Northwest corner of that certain tract conveyed to Paul Maylor, et ux, and Howard Maylor, et ux, by instrument recorded under Auditor's File No. 117996, records of Island County; thence

SOUTH along the West line of said tract, a distance of 214.00 feet to the True Point of Beginning; thence

NORTH along said West line a distance of 214.00 feet to aforesaid point on the South right-of-way margin of 200 Avenue Southwest, said South right-of-way margin being a curve with a radial line from said point bearing

North 05° 12' 27" West to the radius point; thence easterly along said curve being to the left, having a radius of 602.96 feet, through a central angle of 04° 33' 33", an arc distance of 47.98 feet; thence continuing along said South right-of-way margin

North 80° 14' 00" East 123.06 feet; thence leaving said South right-of-way margin

South 17° 07' 00" East 27.22 feet; thence

South 80° 14' 00" West 64.44 feet; thence

South 01° 59' 32" West 60.31 feet; thence

South 05° 41' 38" East 43.48 feet; thence

South 32° 32' 47" East 21.00 feet to the Northeast corner of that certain tract conveyed to Howard Maylor, et ux, and Paul Maylor, et ux, by instrument recorded under Auditor's File No. 140047, records of Island County; thence

South 04° 21' 20" East 83.19 feet to a point lying EAST of the True Point of Beginning; thence

WEST 133.18 feet to the True Point of Beginning.

TOGETHER WITH AND SUBJECT to the easements described in those instruments recorded April 21, 1959, August 14, 1974, January 25, 1980, and April 5, 1985, under Auditor's File Nos. 121164, 275960, 364504 and 85003259, respectively, records of Island County.

Plat Name: ELY'S ADDITION