

John Vadar  
5809 Samsolway  
Ste F  
Anacortes

2:2  
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9502160027

SKAGIT COUNTY AUDITOR

DECLARATION SUBMITTING  
STAGE 1 OF MOUNTAIN VIEW CONDOMINIUM  
TO CONDOMINIUM OWNERSHIP

FEB 16 AM 11:37

RECORDED FILED  
REQUISITE

THIS DECLARATION, pursuant to the provisions of the Washington Condominium Act, is made and executed this 6th day of February, 1995, by DON L. ROBERTSON, Trustee for the Robertson Family Trust dated December 3, 1971; and RAYMOND C. SMITH and ARDETH C. SMITH ("Declarant").

Declarant proposes to create a condominium to be known as MOUNTAIN VIEW CONDOMINIUM, which will be located in Anacortes, Skagit County, Washington. The purpose of this Declaration is to submit Stage 1 of MOUNTAIN VIEW CONDOMINIUM to the condominium form of ownership and use in the manner provided by the Washington Condominium Act.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

ARTICLE 1

DEFINITIONS

When used in this Declaration the following terms shall have the following meanings:

1.1 "Association" means the association of Unit Owners established pursuant to Article 14 below.

1.2 "Board of Directors" means the Board of Directors of Association.

1.3 "Bylaws" means the Bylaws of MOUNTAIN VIEW HOMEOWNERS ASSOCIATION adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.4 "Condominium" means all of that property submitted to the condominium form of ownership by this Declaration plus any additional property that may be annexed to the project pursuant to Article 15 below.

1.5 "Declarant" means DON L. ROBERTSON, Trustee for the Robertson Family Trust dated December 3, 1971; and RAYMOND C. SMITH and ARDETH C. SMITH, and its successors and assigns.

1.6 "Eligible Mortgage Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgage on a Unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.

1.7 "Eligible Mortgage Holder" means a holder of a first Mortgage on a Unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.

1.8 "Mortgage" and "Mortgagee" mean, respectively, a recorded mortgage, deed of trust or contract of sale which creates a lien against a Unit, and the holder, beneficiary or vendor of such a mortgage, deed of trust or contract of sale.

1.9 "Owner" means the Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation. "Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

1.10 "Plat" means the survey map and plans of MOUNTAIN VIEW CONDOMINIUM, recorded simultaneously with the recording of this Declaration, bearing recording number 9502160026 and in Volume 16 of (Condominium) Plats, page(s) 3439.

1.11 "Unit" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to RCW 64.34.204(1).

1.12 "Unit Number" means a symbol, number or address that identifies only one Unit.

1.13 Incorporation by Reference. Except as otherwise provided in this Declaration, each of the terms defined in RCW 64.34.020, a part of the Washington Condominium Act, shall have the meanings set forth in such section.

## ARTICLE 2

### SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Washington Condominium Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in Skagit County, Washington, and is more particularly described in the attached Exhibit A. The property submitted includes the land so described, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belonging to or used in connection with such land.

### ARTICLE 3

#### NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "MOUNTAIN VIEW CONDOMINIUM."

### ARTICLE 4

#### Units

4.1 General Description of Buildings. Stage 1 consists of four Units in two buildings. Each building being a duplex. Each building includes a two bedroom and a three bedroom unit with two baths, kitchen, living/dining room along with a two-car garage. The garage floor is a concrete slab. The remainder of the Unit is standard wood construction. Each building exterior will be painted vertical and horizontal siding. There will be a composition roof. Interior floors, except for the garage, will be covered with carpet or vinyl. Interior walls will be drywalled with either paint or wallpaper. Each Unit will have a fireplace and oak cabinets.

4.2 General Description, Location and Designation of Units. Stage 1 consists of a total of Four Units. The dimensions, designation and location of each Unit are shown in the Plat, which is made a part of this Declaration as if fully set forth herein. The approximate area of each Unit is shown on the attached Exhibit B. Exhibit B contains the identifying number, number of bathrooms (whole or partial), number of built-in fireplaces, level or levels on which each Unit is located, type of heat and heat service.

4.3 Boundaries of Units. Each Unit will be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim. The Unit shall include all lath, furring, wallboard, plasterboard, tiles, wallpaper, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings will be part of the common elements.

4.4 Monuments as Boundaries. The physical boundaries of a Unit constructed in substantial accordance with the Plat become its boundaries rather than the metes and bounds expressed in the Plat, regardless of settling or lateral movement of the building or minor variance between boundaries shown on the Plat and those of the building.

## ARTICLE 5

### COMMON ELEMENTS

The common elements consist of everything except the Units.

## ARTICLE 6

### LIMITED COMMON ELEMENTS

The following shall constitute limited common elements, the use of which shall be restricted to the Units to which they pertain:

6.1 All patios and decks, if any, each of which shall pertain to the Unit which it adjoins as shown on the Plat. Yards enclosed by fences and a portion of the yards adjacent to Unit 2B and Unit 3A identified with landscaping, each of which shall pertain to the Unit which it adjoins as shown on the Plat.

6.2 Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside of the Unit's boundaries.

6.3 No parking spaces are assigned to a Unit. Each Unit includes a two-car garage.

## ARTICLE 7

### ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each Unit will be entitled to an undivided ownership interest in the common elements determined by the ratio by which the approximate area of the particular Unit bears to the total approximate area of all Units combined, as shown on the attached Exhibit B. Such allocation will change if additional stages are added to the Condominium as is more particularly described in Section 15.4 below.

## ARTICLE 8

### COMMON PROFITS AND EXPENSES; VOTING

8.1 Allocation of Common Profits and Expenses. The common profits and common expenses of the Condominium shall be allocated to the Owner of each Unit according to the allocation of undivided interest of such Unit in the common elements. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction or condemnation, any such common profits shall be

used solely for the purpose of maintaining, repairing and replacing the common elements or for other expenses or reserves of the Association.

8.2 Allocation of Voting Rights. Each Unit Owner shall be entitled to one vote in the affairs of the Association and for the purposes of this Declaration for each Unit owned by him. The method of voting shall be as specified in the Bylaws.

## ARTICLE 9

### SPECIAL DECLARANT RIGHTS

Declarant may maintain one sales and/or management office, and not more than one models in the Units or on the common elements. Declarant also has certain rights as set forth in Article 12.5; 12.6 and Article 15.

## ARTICLE 10

### USE OF PROPERTY

Each Unit is to be used for residential purposes. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each Unit Owner shall be bound by each of such documents.

## ARTICLE 11

### MAINTENANCE OF COMMON ELEMENTS

11.1 Responsibility for Maintenance. The necessary work to maintain, repair or replace the common elements shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws.

11.2 Mortgagee's Rights upon Failure to Maintain. If the Mortgagee of any Unit determines that the Board of Directors is not providing an adequate maintenance, repair and replacement program for the common elements, such Mortgagee, at its option, may give a notice to the Board of Directors by delivering same to the registered agent, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the Mortgagee, upon written notice to the registered agent that it is exercising its proxy rights, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each Unit on which it holds a Mortgage on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

**ARTICLE 12**  
**EASEMENTS**

12.1 In General. Each Unit has an easement in and through each other Unit and the common elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each Unit and all the common elements are specifically subject to easements as required for the electrical wiring and plumbing for each Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common elements reserved by law.

12.2 Encroachments. Except as provided in Article 4.4, each Unit and all common elements shall have an easement over all adjoining Units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units and common elements so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment. This provision does not relieve a Unit Owner of liability in the case of willful misconduct of the Unit Owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of failure to adhere to the Plat. The encroachments described in this Section 12.2 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

12.3 Granting of Easements by Association. The Association, upon prior approval of 75 percent of the voting power of the Unit Owners, may execute, acknowledge, deliver and record on behalf of the Unit Owners leases in excess of two years, easements, rights-of-way, licenses, and similar interests affecting the common elements and consent to vacation of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the chairman and secretary of the Association. No such interest may be granted with regard to a limited common element unless the Owners and Mortgagees of the Units having the right to use such limited common element join in the instrument granting the interest.

12.4 Right of Entry. The Board of Directors of the Association, managing agent, manager or any other person authorized by the Board of Directors shall have the right to enter any Unit in the case of an emergency originating in or threatening such Unit or other condominium property, whether or not the Owner is present at the time. Such persons shall also have the right to enter any Unit for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the Unit Owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner.



**12.5 Easements for Declarant.** Declarant and Declarant's agents, successors and assigns shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of constructing additional stages, if any, and to the extent provided for in Article 15, for completing or making repairs to existing structures, for the purpose of carrying out sales and rental activities necessary or convenient for the sale or rental of Units, including, without limitation, the right to use the Units owned by Declarant as model Units and the right to use a Unit as a sales office, and for the purpose of discharging any other obligation of Declarant or exercising any other special Declarant right, whether arising under the Washington Condominium Act or reserved in this Declaration or the Bylaws.

**12.6 Reservation of Easements for Future Development.** Declarant hereby reserves (a) a nonexclusive easement for ingress and egress over all roadways and driveways within the Condominium, and over such portion of the vacant land as may be necessary to connect roads with such roadway and driveway system, (b) an easement for the maintenance and use of all existing utility lines and systems within the Condominium, including without limitation water, sewer, electrical, telephone and cable television systems, and (c) an easement for the installation, maintenance and use of new utility lines and systems upon the general common element land of the Condominium, provided Declarant restores any damage to the general common elements resulting from such installation or maintenance. Such easements shall be for the benefit of and shall run with the ownership of the entire remainder of the proposed project site, more particularly described in the attached Exhibit C, and each and every portion thereof, whether or not such property is annexed to the Condominium as provided in Article 15 below.

## ARTICLE 13

### APPROVAL BY MORTGAGEES

**13.1 Notice of Action.** Upon written request to the Association identifying the name and address of the Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor and the Unit Number of the Unit on which it has (or insures or guarantees) the Mortgage, any such Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor shall be entitled to timely written notice of the following:

(a) Any condemnation or casualty loss which affects a material portion of the Condominium or affects the Unit securing its Mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by an Owner of any Unit on which it holds the Mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require consent of a specified percentage of Eligible Mortgage Holders as required by this article.

### **13.2 Termination and Amendment to Documents.**

13.2.1 The approval of Eligible Mortgage Holders holding Mortgages on Units which have at least eighty percent (80%) of the voting rights of Units subject to Eligible Mortgage Holder Mortgages shall be required to terminate the legal status of the project as a condominium for reasons other than substantial destruction or condemnation of the property.

13.2.2 Except when a greater percent is required by the Declaration, Bylaws or the Washington Condominium Act, the consent of the Owners of Units holding at least sixty-seven percent (67%) of the voting rights and the approval of Eligible Mortgage Holders holding Mortgages on Units which have at least sixty-seven percent (67%) of the voting rights of the Units subject to Eligible Mortgage Holder Mortgages shall be required for any amendments of a material nature to the Declaration or Bylaws. Any amendment to the Declaration or Bylaws which changes any of the following shall constitute a material change:

- (a) Voting rights;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the general or limited common elements, or rights to their use, except as otherwise provided in Section 6.3;
- (f) The boundaries of any Unit;
- (g) Conversion of Units into common elements or of common elements into Units;
- (h) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except as provided in Article 15;
- (i) Insurance or fidelity bonds;



(j) The leasing of Units;

(k) Imposition of any restriction on the right of a Unit Owner to sell or transfer his or her Unit;

(l) A decision by the Association to establish self-management when professional management had been required previously by this Declaration, the Bylaws or an Eligible Mortgage Holder;

(m) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than specified in this Declaration or the Bylaws;

(n) Any provisions that expressly benefit Mortgage holders, insurers or guarantors.

13.2.3 An addition or amendment to the Declaration or Bylaws shall not be considered material for purposes of Section 13.2.2 if it is for the purpose of correcting technical errors, or for clarification only. Any Eligible Mortgage Holder who receives a written request to approve additions or amendments and who does not deliver or post to the requesting party a negative response within 30 days shall, after it receives proper notice of the proposal and provided the notice was delivered by certified or registered mail, return receipt requested, be deemed to have approved such request.

13.3 Additional Approvals. In addition to any other approvals required by the Washington Condominium Act, this Declaration or the Bylaws, the prior written approval of eighty percent (80%) of the holders of first Mortgages on Units in the Condominium (based upon one vote for each first Mortgage owned) and of the Unit Owners (other than Declarant) must be obtained for the following:

13.3.1 Abandonment or termination of the Condominium regime.

13.3.2 Except as provided in Section 15.4, any change in the pro rata interest or obligations of any individual Unit for (a) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the common elements.

13.3.3 The partition or subdivision of any Unit.

13.3.4 Abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the

Association pursuant to Article 12.3 shall not be deemed a transfer within the meaning of this clause.

13.3.5 Use of hazard insurance proceeds for losses to any condominium property, whether to Units or to common elements, for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units and/or common elements of the condominium project.

13.4 Notice to First Mortgagees of Defaults. Any Eligible Mortgage Holder, upon request, will be entitled to written notification from the Association of any default in the performance by the Owner of the Mortgaged Unit of any obligation under this Declaration, the rules and regulations or the Bylaws which is not cured within 60 days.

## ARTICLE 14

### ASSOCIATION OF UNIT OWNERS

14.1 Organization. Upon the recording of this Declaration an association of Unit Owners shall be organized to serve as a means through which the Unit Owners may take action with regard to the administration, management and operation of the Condominium. The name of this Association shall be "MOUNTAIN VIEW HOMEOWNERS ASSOCIATION," and the Association shall be an Washington nonprofit corporation.

14.2 Membership; Board of Directors. Each Unit Owner shall be a member of the Association. The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws.

14.3 Powers and Duties. The Association shall have such powers and duties as may be granted to it by the Washington Condominium Act, including each of the powers set forth in RCW 64.34.304, together with such additional powers and duties afforded it by this Declaration or the Bylaws.

14.4 Adoption of Bylaws, Declarant Control of Association. Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association. At the same time, Declarant will appoint an interim Board of Directors of the Association, which directors shall serve until their successors have been elected as provided in Section 3.4 of the Bylaws. In addition, Declarant shall have the right to consent to any amendment to the Declaration or the Bylaws as provided in Section 16.2 below and Section 9.2 of the Bylaws.

## ARTICLE 15

### PLAN OF DEVELOPMENT

The Condominium may be developed in up to two stages. Declarant reserves the right, and in such event is obligated, to amend the Declaration and the Plat to comply with RCW 64.34. By recording this Declaration, Declarant hereby submits Stage 1 to the Condominium form of ownership. Declarant reserves the right to add one additional stage to the Condominium and to annex such additional stage by recording supplements to this Declaration pursuant to RCW 64.34.236, together with a Plat of the stage being annexed bearing a completion certificate as required by RCW 64.34.200(2). Any such additional stage shall be of comparable style, quality, size and range of Unit value to Stage 1.

15.1 Maximum Number of Units and Stages. If fully developed, the Condominium shall contain not more than eight Units, and not more than two stages.

15.2 Termination Date. No additional stage may be added more than seven years after the recording of this Declaration.

15.3 Additional Common Elements. Declarant does not propose to include in future stages any common elements which would substantially increase the amount of the common expenses payable by Owners of Units in Stage 1.

15.4 Allocation of Interests in Common Elements. The allocation of undivided interests in the common elements of Units in Stage 1 will change if additional stages are annexed to the Condominium. Such allocation shall be determined by the ratio of the approximate area of each Unit compared to the total approximate area of all Units then existing in the Condominium. The minimum allocation of undivided interest in the common elements of each Unit in Stage 1 upon completion of development if Declarant elects to proceed with all stages of development is set forth in Exhibit B.

15.5 Legal Description of Additional Stages. The legal description of the property upon which the additional stages would be located is included in the attached Exhibit C.

## ARTICLE 16

### AMENDMENT

16.1 How Proposed. Amendments to the Declaration shall be proposed by either a majority of the Board of Directors or by Unit Owners holding thirty percent (30%) or more of the voting rights. The proposed amendment must be reduced to writing

and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

16.2 Approval Required. Except as may otherwise be provided in this Declaration or by the Washington Condominium Act, this Declaration may be amended if such amendment is approved by Unit Owners holding sixty-seven percent (67%) of the voting rights of the Condominium and by Mortgagees to the extent required by Article 13, 16.2. Declarant's prior written consent shall also be required until annexation of the last stage of the Condominium and so long as Declarant owns twenty-five percent (25%) or more of the Units in the last stage of the Condominium, but no such consent shall be required after seven years from the date of conveyance of the first Unit to a person other than Declarant. Except as provided in Article 15, no amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses, right to common profits, or voting rights of any Unit unless such amendment has been approved by the Owners and Mortgagees of the affected Unit. Any amendment which would limit or diminish any special Declarant rights established in the Declaration, including the right of Declarant to annex additional stages under Article 15, shall require the written consent of Declarant.

16.3 Recordation. The amendment shall be effective upon recordation in the Records of Skagit County, Washington, certified to by the chairman and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Washington Condominium Act.

#### ARTICLE 17

#### SEVERABILITY

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 6TH day of February, 1995.

  
DON L. ROBERTSON, Trustee for  
the Robertson Family Trust

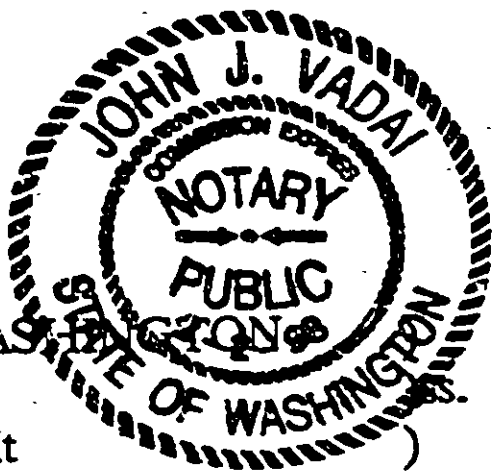
Raymond C. Smith  
RAYMOND C. SMITH

Ardeth C. Smith  
ARDETH C. SMITH

STATE OF WASHINGTON )  
 )ss.  
County of Skagit )

I certify that I know or have satisfactory evidence that DON L. ROBERTSON signed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED this 6TH day of February, 1995.

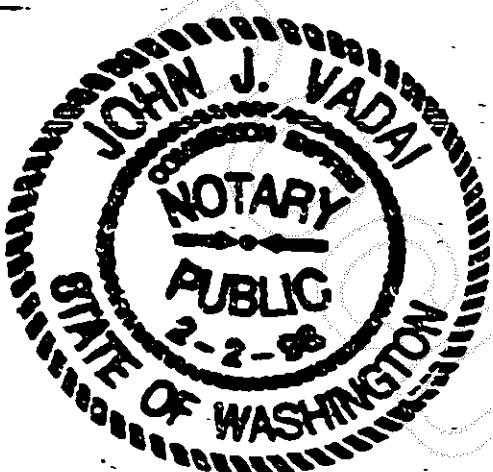


STATE OF WASHINGTON )  
County of Skagit )

John J. Vadai  
(Signature)  
JOHN J. VADAI  
(Print Name)  
Notary Public  
My Appointment Expires: 2-2-98

I certify that I know or have satisfactory evidence that RAYMOND C. SMITH signed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED this 6TH day of February, 1995.

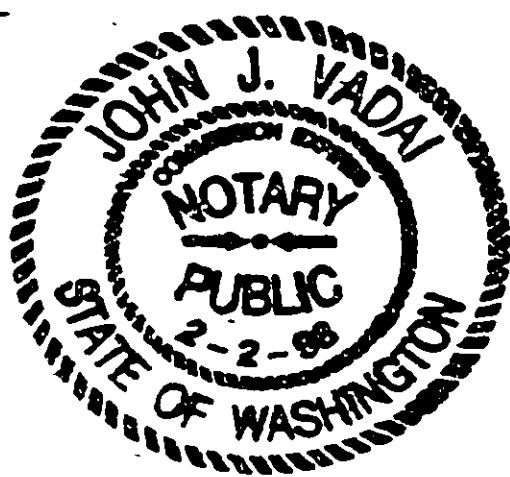


John J. Vadai  
(Signature)  
JOHN J. VADAI  
(Print Name)  
Notary Public  
My Appointment Expires: 2-2-98

STATE OF WASHINGTON )  
 )ss.  
County of Skagit )

I certify that I know or have satisfactory evidence that ARDETH C. SMITH signed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED this 6TH day of February, 1995.



John J. Vada  
(Signature)  
JOHN J. VADA  
(Print Name)  
Notary Public  
My Appointment Expires: 2-2-98



EXHIBIT A

LEGAL DESCRIPTION:

"MOUNTAIN VIEW CONDOMINIUM - PHASE I".

THE WEST HALF (W $\frac{1}{2}$ ) OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24,  
TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF 28TH STREET, EXTENDED 1019.36 FEET EAST  
OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH  
TO THE NORTH LINE OF 29TH STREET, EXTENDED, SAID POINT BEING THE SOUTHEAST CORNER  
OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE FIRST BAPTIST CHURCH OF ANACORTES BY  
DEED RECORDED UNDER AUDITOR'S FILE NO. 818800;

THENCE EAST ALONG THE NORTH LINE OF 29TH STREET, EXTENDED, 187.6 FEET TO THE SOUTH-  
WEST CORNER OF THAT TRACT OF LAND CONVEYED TO VIOLA FRASER UNDER AUDITOR'S FILE  
NO. 9411280130;

THENCE NORTH ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT OF LAND  
CONVEYED TO JAMES J. WATSON AND MARLENE BROWN WATSON, HUSBAND AND WIFE UNDER AUDITOR'S  
FILE NO. 9411280131 TO THE INTERSECTION OF THE SOUTH LINE OF 28TH STREET EXTENDED  
EAST;

THENCE WEST ALONG THE SOUTH LINE OF 28TH STREET EXTENDED EAST TO THE POINT OF BEGINNING;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID "SW $\frac{1}{2}$ SE $\frac{1}{2}$ ";

THENCE: N01°28'24"E - ALONG THE WEST LINE OF SAID "SW $\frac{1}{2}$ SE $\frac{1}{2}$ " - 274.05 FEET TO ITS  
INTERSECTION WITH THE SOUTH LINE OF 28TH STREET, "EXTENDED" WEST;

THENCE: S87°59'45"E - ALONG SAID "EXTENDED" SOUTH LINE OF 28TH STREET - 1019.36  
FEET, TO THE TRUE POINT OF BEGINNING (TPOB) OF THIS DESCRIPTION;

THENCE: S01°28'07"W - 217.73 FEET, TO THE "NORTH LINE" OF 29TH STREET;

THENCE: S88°07'21"E - ALONG SAID "NORTH LINE" - 71.70 FEET;

THENCE: S88°08'21"E - ALONG SAID "NORTH LINE" - 115.90 FEET;

THENCE: N02°43'16"E - 217.29 FEET TO THE SOUTH LINE OF 28TH STREET, "EXTENDED"  
WEST;

THENCE: N87°59'45"W - ALONG SAID "EXTENDED" SOUTH LINE - 192.35 FEET TO THE TRUE  
POINT OF BEGINNING (TPOB), CONTAINING: 0.95 ACRE, MORE OR LESS.

EXHIBIT A

EXHIBIT B

4.1 Stage 1 consists of four Units in two buildings. Each building being a duplex. Each building includes two or three bedrooms, two baths, kitchen, living/dining room along with a two-car garage. The garage floor is a concrete slab. The remainder of the Unit is standard wood construction. Each building exterior will be painted vertical and horizontal siding. There will be a composition roof. Interior floors, except for the garage, will be covered with carpet or vinyl. Interior walls will be drywalled with either paint or wallpaper. Each Unit will have a fireplace and oak cabinets.

Unit #	Levels	# Bdrms.	# Baths	Type Heat & Service	# Parking Spaces C=Covered E=Enclosed U=Uncovered	# of Moorage Slips	# of Fire-places	Area Sq.Ft
1	1	2	2		Unit incl. enclosed 2 car garage	0	1	1,467 + 478 garage
2	1	3	2		Unit incl. enclosed 2 car garage	0	1	1,467 + 478 garage
3	1	2	2		Unit incl. enclosed 2 car garage	0	1	1,467 + 478 garage
4	1	3	2		Unit incl. enclosed 2 car garage	0	1	1,467 + 478 garage

13.4 Allocation of interest in common elements upon completion of future stages of development.

Unit #	Area	Undivided Interest in Common Elements Stage 1	Minimum Undivided Interest in Common Elements Upon Com- pletion of all Stages
1	1,467 + 478	1/4	1/8
2	1,467 + 478	1/4	1/8
3	1,467 + 478	1/4	1/8
4	1,467 + 478	1/4	1/8
5	1,467 + 478		1/8
6	1,467 + 478		1/8
7	1,467 + 478		1/8
8	1,467 + 478		1/8

**EXHIBIT C**

The second stage of this condominium will be constructed on the same real property as described on Exhibit A. The legal description on Exhibit A contains the entire parcel of property. The Declarant has reserved the right to add one additional stage to the condominium as provided in Article 15.