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Skagit County Auditor

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David M. Hilbert
P.O. Box 6330
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LAND TITLE OF SKAGIT COUNTY

130452-P

(Document Summary)

Grantor: David M. Hilbert
Grantee: Public
Legal Description (abbreviated): LOT 1, HORIZONS DIVISION II
Assessor's Property Tax Parcel or Account Number: 4470-000-001-0002 (P83097)
Reference Numbers of Document Released: None

**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
SUNSET PLACE, A CONDOMINIUM**

Pursuant to the Act defined in 1.6.1 and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole owner(s), lessee(s) or possessor(s) of said Property, make the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments.

The name of this Condominium is Sunset Place.

Reference to Survey Map and Plans. The survey map and Plans of the Condominium referred to herein consist of two sheets as prepared by Cascade Surveying & Engineering, Inc. and were filed with the Recorder of Skagit County, Washington, simultaneously with the recording of the Declaration under Recording No. 200808120107.

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 Condominium under the provisions of Washington law.

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

1.3 Declaration Definitions.

1.3.1 "The Act" means the Washington Condominium Act, codified at Chapter 43 (RCW Chapter 64.34) as amended.

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

1.3.3 "Articles" means the Articles of Incorporation for the Association.

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

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



1.3.6 "Board" means the Board of Directors of the Association provided for in Section 10.3.

1.3.7 "Bylaws" shall mean the bylaws of the Association including amendments thereto provided for in Article 9.

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

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

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

1.3.11 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract but shall not include a transfer solely for security.

1.3.12 "Declarant" means Sunset Place, a Condominium Association.

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

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

1.3.15 "Interior Surfaces" (where that phrase is used in defining the boundaries of Units or Limited Common Elements) shall not include paint, wallpaper, paneling, carpeting, tiles, finished flooring, and other such decorative or finished surface coverings. Said decorative and finished coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors, and the like) located in and used in connection with said Unit or Limited Common Element, shall be deemed a part of said Unit or Limited Common Element.

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

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



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

1.3.19 "Party Wall" means the wall along the boundary line separating the 2 Units.

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

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

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

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

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

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

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

1.3.27 "Unit Owner" means a Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation; or is merely "renting" or "leasing" a Unit as defined in Section 1.6.30. "Unit Owner" means the vendee, not the vendor of a Unit under a real estate contract.



Section 1.4 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and gender-neutral pronouns shall be used interchangeably.

Section 1.5 Nature of the Units. The Units created as part of this Condominium are the kind commonly referred to as "air space units," meaning that the boundaries of each Unit are not defined by any portion of a particular building, but rather by reference to planes in space established by the Survey Map and Plans.

ARTICLE II CONSTRUCTION AND VALIDITY OF DECLARATION

The Declaration and the Condominium Act provide the framework by which the Condominium is created and operated. In the event of a conflict between the provisions of the Declaration and the Condominium Act, the Condominium Act shall prevail. In the event of a conflict between the provisions of this Declaration and the Bylaws, the Declaration shall prevail except to the extent the Declaration is inconsistent with the Condominium Act. The creation of the Condominium shall not be impaired and title to a Unit and its interest in the Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of this Declaration or the Survey Map and Plans or any amendment thereto to comply with the Condominium Act.

ARTICLE III DESCRIPTION OF REAL PROPERTY

The Real Property included in the Condominium is described legally as:

LOT 1, HORIZONS DIVISION II, AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGE 1, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

The interest of the Declarant in the Real Property included in the Condominium is a fee simple.

ARTICLE IV DESCRIPTION OF UNITS

Exhibit B, attached hereto sets forth the following:

4.1 Number of Units. There are presently two (2) units in this condominium.

4.2 Unit Number. "A" and "B".

4.3 Unit Description. With respect to each existing Unit:

4.3.1 The approximate square footage.

4.3.2 The number of bathrooms, whole or partial.

4.3.3 The number of rooms designated primarily as bedrooms.

4.3.4 The number of built-in fireplaces.

4.3.5 The level or levels on which each Unit is located.

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

ARTICLE V BOUNDARIES

5.1 Unit Boundaries

5.1.1 Unit Surfaces. The vertical boundaries of the Units are planes in space that correspond with the Unit boundaries as shown on the Survey Map and Plans, except for the Party Wall between the Units. The Interior Surfaces of the Party Wall are the boundaries of a Unit. Decorative and finished surface coverings (including paint, wallpaper, paneling, carpeting, tiles, and finished flooring) are a part of the unit, and all other portions of the walls, floors, or ceilings are a part of the Common Elements.

5.1.2 Ducts, Wires, Etc. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to the Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

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



**ARTICLE VI
DESCRIPTION OF COMMON ELEMENTS**

6.1 Except as otherwise specifically allocated by the provisions of Articles IV, V and VIII or other provisions of this Declaration or amendments hereto, the Common Elements consist of all portions of the Condominium except units and include the following:

6.1.1 The Party Wall, including the roofs, foundations, columns, girders, studding, joists, beams, supports, walls (excluding non-bearing interior partitions of Units), and all other structural parts of the Buildings, to the boundaries of the Units as the boundaries are defined in Section V, and any replacements thereto.

6.1.2 Any utility lines providing service to more than one Unit.

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

6.2 Use. Each Owner shall have the right to use the Common Elements in common with all other Owners. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements, including the Limited Common Elements, shall be governed by the provisions of the Condominium Act, this Declaration, the Bylaws, and the rules and regulations of the Association.

**ARTICLE VII
DESCRIPTION OF LIMITED COMMON ELEMENTS**

7.1 The Limited Common Elements allocated to each Unit are as follows:

7.1.1 Ducts, Wires, Etc. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to the Unit.

**ARTICLE VIII
ALLOCATED INTERESTS**

The Allocated Interests of each Unit (that is, the undivided interest in the Common Elements, the Common Expense Liability and the votes in the Association allocated to each Unit) are set forth in Exhibit A attached hereto. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument



of conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated interest made without the Unit to which that Interest is allocated is void.

ARTICLE IX OWNER'S ASSOCIATION

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

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

9.3 Voting. Since there are only two units in this Condominium, any action affecting the Commons Areas or amending these Articles or By-laws shall only be achieved by agreement of both unit owners.

9.4 Meetings, Notices and Quorums

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

9.4.2 Quorums. A quorum is present if at least one of the owners of each of the Units is in attendance.

9.5 Bylaws of Association

9.5.1 Adoption of Bylaws. Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declarant shall be adopted by the Association. Amendments to



the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

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

ARTICLE X MANAGEMENT OF CONDOMINIUM

10.2 Election and Removal of Board and Officers.

10.2.1 Taking Office: Officers. The Unit Owners shall elect the officers and Board Members of the Association. Such members of the Board and officers shall take office upon election.

10.2.2 Removal. An officer or Board member may only be removed by unanimous vote.

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

10.2.4 Budget Approval. Within thirty days after adoption of any proposed budget for the condominium, the Board shall provide a summary to all the Unit Owners and shall set a date for a meeting of the Unit owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. If at that meeting the Owners fail to unanimously ratify the budget, the budget is rejected. If the budget is rejected, or the required notice is not given, the periodic budget last ratified by the Unit owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

10.3 Authority of the Association

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

- (a) Adopt and amend Bylaws, rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;



(c) Hire and discharge or contract with managing agents and other employees, agents and independent contractors;

(d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself on matters affecting the Condominium;

(e) make contracts and incur liabilities;

(f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;

(g) Cause additional improvements to be made as a part of the Common Elements;

(h) Grant easements, leases, licences, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys'

(i) Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than Limited common elements described in Article VII and for services provided to Unit Owners;

(j) Impose and collect charges for late payment of assessments and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Declaration or Bylaws or rules and regulations adopted by the Board levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association;

(k) Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 64.34.425 and statements of unpaid Assessments;

(l) provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

(m) Exercise many other powers conferred by the Declaration or Bylaws;

(n) Exercise any other powers necessary and proper for the governments and operation of the Association;

(o) Maintain and repair any Unit, its appurtenances and appliances, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of



the Condominium, and the owner of said Unit has failed or refused to perform said maintenance or repair and notice has been delivered by the Board to the owner; provided that the Board shall levy a special charge against the Unit of such owner for the cost of such maintenance or repair; and

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

10.3.2 The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of the Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of the Owners;

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

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

10.4 Association Records and Funds

10.4.1 Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All financial and other records shall be made reasonable available for examination



by any Unit Owner, the Owner's authorized agents and all Mortgagees. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles.

10.4.2 Fund Commingling. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association.

ARTICLE XI

USE: REGULATION OF USES; ARCHITECTURAL UNIFORMITY

11.1 Vehicle Parking Restrictions. Parking spaces (except fully enclosed garages) are restricted to use for parking of motor vehicles; other items and equipment may be parked or kept therein only subject to the rules or regulations of the Board. The Board may require removal of any vehicle (and any other equipment or item) improperly stored in parking spaces. If the same is not removed, the Board shall cause removal at the risk and expense of the Owner thereof.

11.2 Interior Unit Maintenance

Subject to the provisions of Section 11.4:

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

11.2.2 Additional Rights and Duties. Without limiting the generality of the foregoing, each Owner shall have the right, at his sole cost and expense, to construct, alter, maintain, repair, paint, paper, panel, plaster, tile and finish: the windows; window frames; doors; door frames and trim; interior non-load bearing partitions; and the interior surfaces of the ceilings, floors, and the perimeter walls of the Unit and the surfaces of the bearing and non-bearing walls located within his Unit; and shall not permit or commit waste of his Unit or the Common Elements.

11.3 Alterations of Units. Subject to the provisions of Section 11.4, a Unit Owner:

11.3.1 Non-Structural. May make any improvements or alterations to the Owner's



unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium;

11.3.2 Common Element. May not change the appearance of the Common elements or the exterior appearance of a Unit without permission of the Association;

11.3.3 Board Decisions. The Board shall be allowed 30 days for decisions. All requests for additions and alterations shall be made in writing and the Board shall respond in written form. Except as otherwise provided herein, no work of any kind shall be conducted without the express written approval of the Board.

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

11.5 Signs. No sign of any kind shall be displayed to the public view on or from an Unit or Common Element without the prior consent of the Board; provided, that the Board shall, by the subject to appropriate rule, permit temporary placement of a sign, at a space designated by the Board, indicating that a Unit is for sale or lease.

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

11.7 Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

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

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

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

11.8 Rental Units.

11.8.1 No Transient Purposes. With the exception of a lender in possession of a unit following a default in a Mortgage, a Foreclosure proceeding or any deed or other arrangement in lieu of a Foreclosure, no Unit Owner shall be permitted to lease his Unit for hotel or transient purposes which shall be defined as Renting for any period less than thirty (30) days. The Association may by resolution of the Board prohibit the Leasing of any Unit for a period of less than six (6) months.

11.8.2 Entire Unit. No Unit may Lease less than the entire Unit.

11.8.3 Written Leases. All Leasing or Rental agreements shall be in writing and be subject to the Declaration and Bylaws (with a default by the tenant in complying with this Declaration and/or Bylaws constituting a default under the Lease or Rental agreement).

ARTICLE XII COMMON EXPENSES AND ASSESSMENTS

12.1 Estimated Expenses. Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board: shall estimate the charges including Common Expenses, and any special charges for particular Units to be paid during such year; shall make provision of creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance, repair, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common elements which can reasonably be expected to require replacement or a major repair prior to the end of the useful life of the Buildings.

12.2 Payment by Owners. Each Unit owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. No Owner may exempt himself from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the Common /elements or abandonment of the owner's Unit.

12.3 Commencement of Assessments. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessment; provided, that in all events Assessments shall commence on a date within 60 days after the date six (6) months after the date of first conveyance of a Unit to an owner (other than Declarant or an Affiliate of Declarant). Until the Association makes an Assessment, the Delarant shall pay all Common Expenses.



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

12.5 Lien For Assessments

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

12.5.2 Priority. A lien under Section 12.5 shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of the Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Unit.

12.5.3 Mortgage Priority. Except as provided in Sections 12.5.4 and 12.5.5, the lien shall also be prior to the Mortgages described in Section 12.5.2.

12.5.4 Mortgagee Notice. The priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible mortgagee or by a mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that the lien priority under Section 12.5.2 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Association gives the holder a written notice of the delinquency. This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Association.

12.5.5 Recording as Notice. Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessment under this section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this Section in the real property records of any county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a mortgagee referred to in Section 12.5.4.

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

12.5.7 Foreclosure. The lien arising under Section 12.5 may be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon



an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. Nothing in this Section shall prohibit an Association from taking a deed in lieu of foreclosure.

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

12.5.9 Lien Survives Sale. The lien arising under Section 12.5 shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure, as provided in Section 12.5.7.

12.5.10 Owner Liability. In addition to constituting a lien on the unit, each Assessment shall be the joint and several obligation of the Owner or owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee thereof. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums. Foreclosure of a mortgagee does not relieve the prior Owner of personal liability for Assessments accruing prior to the date of sale.

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

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



12.6 Acceleration of Assessments. In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days' written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due the next succeeding six (6) months with respect to such Unit.

ARTICLE XIII INSURANCE

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

13.1.1 Property insurance on the Condominium, which may, but need not, include equipment, improvements, and betterments in a unit installed by the Declarant or the Unit Owners, insuring against all risks or direct physical loss commonly insured against.

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

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

13.2 Coverage Not Available. If the insurance described in Section 13.1 is not reasonably available or is modified, canceled or not renewed, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid first class to all Unit Owners and to each Eligible Mortgagee. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

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

13.3.1 Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

13.3.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;



13.3.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner' authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy; and

13.3.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, peroration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner or any Mortgagee;

13.3.5 Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law;

13.3.6 Contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds.

13.4 Claims Adjustment. Any loss covered by the property insurance under this Article must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit owners and lienholders as their interests may appear. Subject to the provisions of Article 14, the proceeds must be disbursed first for the repair or restoration of the damage property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the process unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated.

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

13.6 Notification of Sale of Unit. Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance



policy to the Association for the benefit of the Owners under Article 13 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

ARTICLE XIV DAMAGE OR DESTRUCTION; RECONSTRUCTION

14.1 Definitions; Significant Damage; Repair; Emergency Work.

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

14.1.2 As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the Building or improvements which suffered Significant Damage to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

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

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

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

14.2.2 A reasonably reliable estimate of the cost to Repair the Significant Damage, which estimate shall, if reasonably practicable, be based upon a firm bid obtained from a responsible contractor.

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



14.2.4 The amount, if any, that the estimated cost of Repair exceeds the anticipated insurance proceeds therefor and the amount of Assessment to each Unit if such excess was paid as a Common Expense and specially assessed against all the Units in proportion to their Allocated Interest in the common elements.

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

14.4 General Provisions.

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

14.4.2 Damage not Restored. If all or any portion of the damaged portions of the condominium are not Repaired (regardless of whether such damage is Significant): (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not Repaired shall be distributed to the Owners of those Units and owners of the Units to which those Limited commons Elements were allocated, or to lienholders, as their interests may appear; and 9c) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interest may appear, in proportion to the Common element interests of all the Units.

14.5 Restoration by Board. If the damage (regardless of whether such damage is Significant) is to be Repaired pursuant to Section 14.4, then the board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractor and other, and to take such other action as is reasonably necessary to effectuate the Repair and Restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with Repair upon satisfaction of the Board that such work will be appropriately carried out.

14.6 Decision to Terminate. In the event of a decision to terminate the Condominium and not to Repair and Restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the real

property), and the remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268.

ARTICLE XV COMPLIANCE WITH DECLARATION

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

ARTICLE XVI LIMITATION OF LIABILITY

16.1 No Personal Liability. So long as a Board member, or Association officer has in good faith, without willful or intentional misconduct, acted upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any owner, or other party, including the Association, for any damage, loss of prejudice suffered or claimed on account of any act, omission, error or negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity; 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.

16.2 Indemnification of Board Members. Each Board member or Association officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of intentional misconduct, or gross negligence or knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property or services to which said person is not legally entitled. Provided, that, in the event of settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.



ARTICLE XVII MORTGAGE PROTECTION

17.1 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not: without prior written approval of 100% of all Eligible Mortgagees and 100% of record of the Units, seek by act or omission to: abandon or terminate the condominium status of the project; or abandon, encumber, sell or transfer any of the Common elements.

17.2 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice: (a) that the Owner/Mortgagor of the Unit has for more than sixty (60) days failed to met any obligation under the Condominium documents; (b) of all meetings of the Association and be permitted to designate a representative to attend all such meetings; (c) of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage; (d) of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and (e) of any proposed action that requires the consent of a specified percentage of Mortgagees. To be entitled to receive notices under this Section, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the Unit number or address of the Unit on which it has (or insure; or guaranties) the Mortgage.

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

17.4 Inspection of Books. Owners, Mortgagees, insurers and guarantors of any mortgage on any Unit shall be entitled to inspect at all reasonable hours of weekdays (or under other reasonable circumstances) all of the books and records of the Association including current copies of this Declaration, bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association.

ARTICLE XVIII EASEMENTS

18.1 General. It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan. Without limiting the generality of the foregoing, each Unit and all Common and Limited

common element is specifically subject to an easement for benefit of each of the other Units in the Condominium for all duct work for the several Units, and for heating, ventilation, air conditioning and fireplaces and associated flues or chimneys.

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

18.3 Encroachments. Each Unit and all Common Element is hereby declared to have an easement over all adjoining Units and Common Element, for the purpose of accommodating any encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the Building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners.

ARTICLE XX MISCELLANEOUS

20.1 Notices for All Purposes

20.1.1 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered (48) 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 as the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit shall be sufficient if mailed to the Unit of such person or persons if not other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Board.

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



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

20.3 Conveyances; Notice Required. The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying: the Unit to be sold; the name and address of the Purchaser, of the closing agent, and of the title insurance company insuring the Purchaser's interest; and the estimated closing date. The Board shall have the right to notify the Purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Unit, whether or not such information is requested. It is understood, however, that violation of this Section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

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

20.5 Structural Component/Mechanical System Completion. Declarant certifies that the structural components and mechanical systems of all Buildings containing or comprising any units hereby created are substantially completed.

DATED AS OF:

July 21, 2008

DECLARANT:

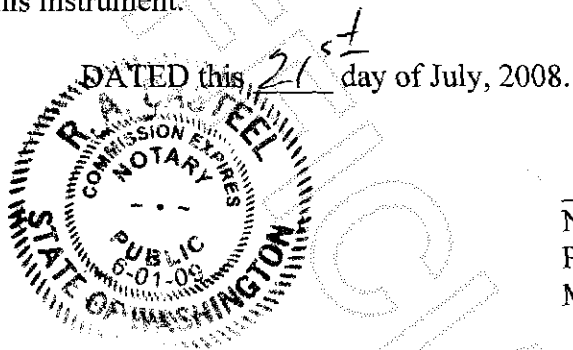


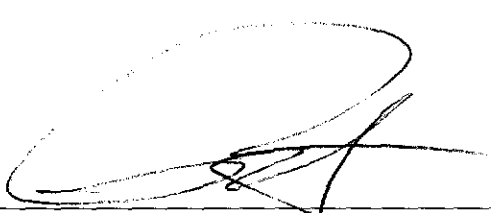
David M. Hilbert



STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

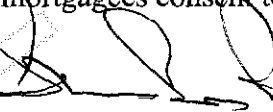
I certify that I know or have satisfactory evidence that David M. Hilbert is the person who appeared before me, and said person acknowledged that he signed the foregoing instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in this instrument.




NOTARY PUBLIC for the State of Washington

Printed Name: RA. Casteel
My commission expires 6-1-2009

MORTGAGEE CONSENT: The following mortgagees consent to the recording of this Declaration.



Thomas L. Brown

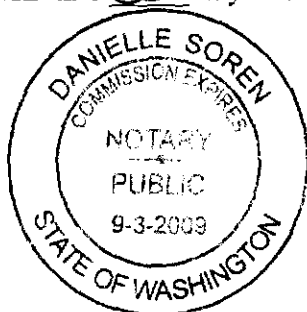


Donald A. Wetsch

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Thomas L. Brown is the person who appeared before me, and said person acknowledged that he signed the foregoing instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED this 30th day of July, 2008.





NOTARY PUBLIC for the State of Washington

Printed Name: Danielle Soren
My commission expires 9-3-2009

Sunset Place Declaration and CC&Rs - 25

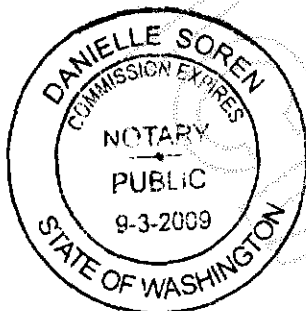


200808120108
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Donald A. Wetsch is the person who appeared before me, and said person acknowledged that he signed the foregoing instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED this 30th day of July, 2008.



Danielle Soren
NOTARY PUBLIC for the State of Washington
Printed Name: Danielle Soren
My commission expires 9-3-2009



EXHIBIT A

ALLOCATED INTERESTS

	Unit A	Unit B
Undivided Interest in Common Elements	50%	50%
Common Expense Liability	50%	50%
Votes in the Association	1	1



EXHIBIT B

DESCRIPTION OF UNITS

Number of Units. There are 2 Units in this condominium.

Unit Number	Approximate Square Footage	Bathrooms	Bedrooms	Fireplaces	Level of Each Unit
	Land / Building				
A	4,348 / 1,410	2.5	3	none	1 and 2
B	3,862 / 1,410	2.5	3	none	1 and 2

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