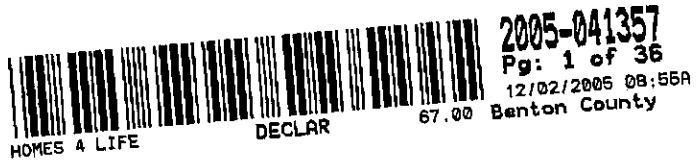


Foster Pepper & Shefelman PLLC
Attention: Gary N. Ackerman
1111 Third Avenue, Suite 3400
Seattle, Washington 98101-3299



CONDOMINIUM DECLARATION FOR EL PEDRAGAL, A CONDOMINIUM

Grantor/Declarant: HOMES 4 LIFE LLC, a Washington limited liability company
Additional names on pg. N/A

Grantee: EL PEDRAGAL, A CONDOMINIUM
Additional names on pg. N/A

Legal Description: Lot 4, per ^{#788}short plat recorded under Auditor's No, 795830,
Benton County, Washington.
Official legal description on Schedule A

Assessor's Tax Parcel ID#: 1-2698-401-0788-004

Reference # (if applicable): N/A
Additional numbers on pg. N/A



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Benton County

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CONDOMINIUM
DECLARATION
FOR
EL PEDRAGAL
A CONDOMINIUM

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Article 1. DEFINITIONS

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply.

Allocated Interests means the allocation of Common Expense Liability, interest in Common Elements and voting for each of the Units in the Condominium determined in accordance with the formula set forth in Section 5.4 and as specified in Schedule B.

Articles means the articles of incorporation for the Association.

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.

Association means the owners association identified in Article 11.

Board means the board of directors of the Association, as described in Article 13.

Bylaws means the bylaws of the Association as they may from time to time be amended.

City means the City of Richland, Washington.

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

Common Expenses means expenditures made by or financial liabilities of the Association including those expenses related to the maintenance, repair, and replacement of the Common Elements, including the Limited Common Elements, and the exteriors of the Homes.

Common Expense Liability means the liability for Common Expenses allocated to each Unit, as set forth in Schedule B.

Condominium means El Pedragal, a condominium, created under the Declaration and the Survey Map and Plans.

Condominium Act means the Washington Condominium Act, codified at RCW 64.34, as it may be from time to time amended.

Conveyance means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract.



Declarant means Homes 4 Life LLC, a Washington limited liability company, and its representatives, successors, and assigns.

Declarant Control means the right of the Declarant or persons designated by the Declarant to appoint and remove officers and members of the Board pursuant to Article 12.

Declaration means this Condominium Declaration for El Pedragal, a condominium, as it may from time to time be amended.

Eligible Mortgagee means the Mortgagee 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.

FHLMC means the Federal Home Loan Mortgage Corporation.

FNMA means the Federal National Mortgage Association.

Foreclosure means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

Home means each single family residence constructed in the Condominium.

Identifying Number means the number of the Unit, as shown on the Survey Map and Plans and listed in Schedule B, which identifies each Unit in the Condominium.

Limited Common Element means a portion of the Common Elements allocated in Article 7 for the exclusive use of one Unit.

Managing Agent means the person designated by the Board under Section 13.3.

Mortgage means a mortgage, deed of trust, or real estate contract.

Mortgagee means any holder, insurer, or guarantor of a mortgage on a Unit.

Notice and Opportunity To Be Heard means the procedure described in Section 13.5.

Owner or Unit Owner means the Declarant or other person who owns a Unit, but does not include any person who has an interest in a Unit solely as security for an obligation.

Person means a natural person, corporation, partnership, limited partnership, limited liability company, trust, governmental subdivision or agency, or other legal entity.

Special Declarant Rights means rights reserved for the benefit of the Declarant as specified in Article 9.

Survey Map and Plans means the survey map and plans filed simultaneously with the recording of this Declaration and any amendments, corrections, and addenda thereto subsequently filed.

Transition Date means the date upon which the period of Declarant Control terminates as determined in Article 12.

Unit means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described in Section 5.2 and shown on the Survey Map and Plans.

Section 1.2 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 1.3 Statutory Definitions. Some of the terms defined above are also defined in the Condominium Act. The definitions in the Declaration are not intended to limit or contradict the definitions in the Condominium Act. If there is any inconsistency or conflict, the definition in the Condominium Act will prevail.

Article 2. 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, the Survey Map and Plans, or any amendment thereto to comply with the Condominium Act.

Article 3. NAME OF CONDOMINIUM

The name of the Condominium created by this Declaration and the Survey Map and Plans is El Pedragal, a condominium.

Article 4. DESCRIPTION OF LAND

Section 4.1 Description of Land. The land included in the Condominium and submitted to the Condominium Act is described in Schedule A.



Article 5. DESCRIPTION OF UNITS; ALLOCATED INTERESTS

Section 5.1 Number and Identification of Units. The Condominium has 17 Units. The Identifying Number of each Unit is set forth in Schedule B and shown on the Survey Map and Plans.

Section 5.2 Unit Boundaries. The vertical boundaries of the Units are planes in space that correspond with the exterior of the perimeter walls of the Units. The lower horizontal boundaries are planes in space: the lower being the upper surface of the first floor slab and the upper being the top of the roof. Each Unit includes all spaces, floors, walls, doors, porch, patio, windows, partitions, fixtures and improvements located within the boundaries thereof.

Section 5.3 Unit Data. Schedule B sets forth the following data for each Unit: (a) the approximate square footage of the Unit and the Home constructed within the Unit, (b) the number of bathrooms, whole or partial, (c) the number of rooms designated primarily as bedrooms, (d) the number of fireplaces, and (e) the level or levels in the Home. The location and configuration of each Unit are shown in the Survey Map and Plans.

Section 5.4 Allocated Interests. Schedule B sets forth the Allocated Interests of each of the Units in the Condominium for the purposes of Common Expense Liability, interest in the Common Elements, and voting. The formula for making the allocations is equally among the Units.

Article 6. COMMON ELEMENTS

Section 6.1 Description. The Common Elements are all portions of the Condominium other than the Units. In particular, the Common Elements include the following improvements in the Condominium: private loop road, guest parking spaces, sidewalks, street lighting, mail kiosks, storm detention vault and drainage system, irrigation system for yards and landscaped areas, retaining walls and fencing for the perimeter of the Condominium.

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

Section 6.3 Conveyance or Encumbrance of Common Elements. Portions of the Common Elements not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association of the Owners having at least 80% of the votes in the Association, including 80% of the votes excluding votes held by the Declarant or an affiliate of Declarant (as defined in the Condominium Act); but all of the Owners of Units to which



any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

Article 7. LIMITED COMMON ELEMENTS

Section 7.1 Description. The Limited Common Elements allocated to each Unit and Home within that Unit are as follows: (a) first floor slab, foundations and any gutters, eaves, overhangs, bay windows, or other portions of the Home located outside the boundaries of the Unit; (b) the driveway to the Unit; (c) the gated storage area on the concrete pad adjacent to the Owner's garage; and (d) the yard or landscaped areas adjacent to the Owner's Home, as shown on the Survey Map and Plans.

Section 7.2 Use. Each Owner to which a Limited Common Element is allocated shall have the exclusive right to use the Limited Common Element in common with the other Owners, if any, to which that Limited Common Element is allocated. The right to use the Limited Common Element extends to the Owner's family members, tenants, agents, invitees, and licensees.

Article 8. PERMITTED USES; MAINTENANCE OF UNITS; CONVEYANCES

Section 8.1 Residential Use; Timesharing Prohibited. The Condominium is intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use, including use as a home office not involving use by nonresident employees or regular visits by customers or clients. Timesharing of Units, as defined in RCW 64.36, is prohibited.

Section 8.2 Parking; Use of Driveways; Garages. There are 20 open parking spaces in the Condominium which shall be for common or guest use, subject to such rules or regulations as the Board may adopt. The Board may restrict the parking of Owners in all or any portion of the common parking spaces and may rent common parking spaces to Owners. The Limited Common Element driveways may be used by the Owner of the Home to which the driveway is appurtenant for the parking of operable passenger motor vehicles, subject to such rules and regulations as may be adopted by the Board. Parking on the Common Elements, except in the driveways or designated parking spaces, is prohibited. Each Home has a garage, which is intended to be used principally for parking motor vehicles and may not be converted to living space without the prior written consent of the Board. No commercial trucks, campers, trailers, motor homes or boats shall be parked or permitted to remain on any driveway or common parking space. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any driveway or common parking area for more than 72 hours. Further, no vehicle shall be parked on any driveway that extends onto any private or public roads, streets or sidewalks or otherwise inhibits vehicular or pedestrian traffic thereon.

The Association may direct that any vehicle or other thing improperly parked in the Condominium be removed at the risk and cost of the owner thereof. Vehicular repairs are restricted to inside the garages of the Homes. Any oil or other unsightly stains on the driveways, patios, porches or walks of the Condominium are the responsibility of the Unit Owner and shall be cleaned up immediately. No combustible or volatile liquids, chemicals or substances may be stored outside of a Home. Unless prohibited by fire department or other governmental regulation, Owners may store up to five gallons of gasoline or similar lawful substances in separate containers approved by the fire department and environmental agencies for such purpose.

Section 8.3. Leases. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration, the Bylaws, and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. All leases and rental agreements shall be in writing. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences. If any lessee or occupant of a Unit violates or permits the violation by his guests and invitees of any provisions hereof or of the Bylaws or of the rules and regulations of the Association, and the Board determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Unit and the Owner thereof to forthwith cease such violations. If the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice from the Board and an Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 16. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise rent his Unit.

Section 8.4 Maintenance of Units, Common Elements, and Limited Common Elements. The Association is responsible for maintenance, repair, and replacement of the Common Elements and the exteriors of the Homes. The exteriors of the Homes shall include the roofs, gutters, siding, porches, patios, windows and doors (but not the glass in the windows and doors) and any other portion of the Homes that the Board determines to be the exterior. Each Owner is responsible for maintenance, repair and replacement of the interior the Owner's Home, including all interior walls, floors and ceilings therein, and the Limited Common Elements allocated to the Owner's Unit, except for the driveways, yards and landscaping, which shall be the responsibility of the Association. Each Owner shall, at the Owner's sole expense, keep interior of the Owner's Home and its equipment, appliances, and appurtenances in a neat, clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of interior of the Home. The Association shall

be responsible for maintenance of all yards and landscaping in the Condominium, including the Limited Common Element yard and landscaped areas. The Association shall be responsible for the operation, maintenance, repair and replacement of the irrigation systems within the Condominium, including water and power for irrigation; the detention vault; the Limited Common Element driveways and roads; and any fencing, retaining walls or other exterior improvements in the Condominium.

Section 8.5 Alteration of Exterior of Homes; Damage. Owners shall not alter any portion of the exterior of a Home, including, but not limited to, changing paint color, building material, window or door glass or screens, without the prior written approval of the Board. Solar panels, satellite dishes, radio or television antennas, or other equipment or appliances shall not be installed on the exterior of a Home without the prior written approval of the Board. The Board may regulate the location and screening of any antenna, satellite dish or similar equipment which an Owner may have the right to install on the Owner's Home pursuant to the federal law. Any Alteration to the exterior of a Home which changes the boundaries of the Unit shall require approval of the Owners pursuant to Section 21.2 in addition to approval by the Board. Any damage to the exterior of a Home by an Owner or the Owner's tenants, guests or invitees will be the responsibility of the Owner of the Home. Payment for such damages which will be due within 30 days after receipt by the Owner of a notice of a special Assessment for the cost to repair the damage. Owners shall not make any repairs to the exterior of any Home; all such repairs shall be made by the Association.

Section 8.6 Use and Alteration of Common Elements and Limited Common Elements. Use and alteration of Common Elements and Limited Common Elements shall be subject to the provisions of this Declaration and rules and regulations of the Board. Owners may not alter the landscaping or plantings within their Limited Common Element yard or landscape areas or make any changes to the Common Elements or Limited Common Elements without the prior written consent of the Board. The Association shall have a right of access to the yard and landscape areas for the purpose of maintenance.

Section 8.7 Signs. No sign of any kind shall be displayed to the public view on or from any Unit, Limited Common Element, or Common Element without the prior written consent of the Board. The Board may regulate the size and location of signs advertising Units for sale or lease. This Section shall not apply to the Declarant who may post such signs on the property as it deems necessary or appropriate for the sale of Units in the Condominium as long as the Declarant has a Unit for sale.

Section 8.8 Animal Restrictions. No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept in or on any Home, Limited Common Element or Common Element, except that an Owner may keep up to four in any combination of domesticated dogs, cats or other usual household pets (hereinafter referred to as "pets") in a Home subject to rules and regulations adopted by the Board. Dog houses, kennels, dog runs or the like are not permitted on any Limited Common Element or the outside of any Home. All pets when outside a Home shall be maintained on an adequate leash or other means of physically controlling the pet, by a person capable of controlling the pet at all times. Owners are responsible for waste cleanup for their pets. Any costs incurred by the Association shall be



assessed to the Owner if the Owner responsible for the pet can be identified or absorbed as a Common Expense if identification cannot be made. Any Owner whose pet violates these provisions or who causes any unreasonable noise or damage to persons or property shall be liable to any harmed Owners and their families, guests, and invitees. The Board may, after Notice and Opportunity to be Heard, require the removal of any pet which the Board finds is disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain.

Section 8.9 Quiet Enjoyment. No Owner shall permit anything to be done or kept in the Owner's Unit, Limited Common Elements, or Common Elements which would interfere with the right of quiet enjoyment of the other residents of the Condominium.

Section 8.10 Trash and Outside Storage. Each Owner shall be responsible for removing all trash or garbage from the Owner's Home and placing it in proper receptacles on garbage pick-up day or transport to an approved landfill or disposal facility. All costs for such trash and garbage removal shall be the sole expense of the Owner. Under no circumstance shall refuse, unsightly or abandoned vehicles, vehicles with major damage or in need of major repair, debris, noxious material, discarded personal effects, item of any kind not used on a regular basis, construction materials not for immediate use, and similar matter be permitted to be stored or kept on any Common or Limited Common Element. Each Home and appurtenant Limited Common Elements shall be maintained in a neat, attractive, orderly and well-groomed manner, and all woodpiles, garbage cans, and other items shall be kept within the Home or stored in appropriate containers out of sight within the Owner's Limited Common Element gated storage area, except as may be necessary for removal on garbage pick-up day. Trash or garbage shall be removed within seven days after storage. No trash, construction debris or waste, plant or grass clippings or other debris of any kind, or hazardous waste shall be dumped, deposited or placed on any Common or Limited Common Element. Construction materials and equipment used for repair, remodel or replacement of an Owner's Home may be temporarily stored on the Unit's Limited Common Element driveway or, with the written approval of the Board, a guest parking space or spaces; provided that the construction material or equipment is covered by approved tarps and secured with proper tie-downs to protect the materials from the elements and views from the streets and other Homes until access is required for the repair, remodel or replacement. The Owner shall mark the area where the material is stored with safety cones or tape indicating the area is hazardous. Such temporary use of a driveway or guest parking space or spaces (with Board approval) for construction material or equipment shall be limited to ten days unless the Board has approved in writing a written request from the Owner for an extension of the ten-day period.

Section 8.11 Illegal or Offensive Activity. No illegal, noxious or offensive activity shall be carried on in any Home, Limited Common Element, or Common Element, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners. Storage or keeping of illegal chemicals or substances in any Home or on any Common or Limited Common Element is prohibited.

Section 8.12 Hazardous Substances. Each Owner shall not permit any Hazardous Substance to be generated, processed, stored, transported, handled, or disposed of on, under,

in or through the Owner's Unit, Limited Common Element or Common Element. Each Owner shall indemnify, defend, and hold harmless the other Owner or Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit or Limited Common Elements by the Owner, tenants, or invitees of the Unit. As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste, or material which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste, or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), or under any local or state rule or regulation. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, and/or genetic abnormalities. No Owner or tenant or invitee of a Unit shall dispose of anything into a storm sewer or on the Condominium or on lands adjacent thereto that is not an EPA approved biodegradable liquid.

Section 8.13 Conveyance by Owners; Notice Required. The right of an Owner to convey or sell 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 convey a Unit shall deliver a written notice to the Board or the Managing Agent, at least two weeks before closing, specifying (a) the Unit being sold; (b) the name, address, phone number and contact information for the purchaser, of the closing agent, and of the title insurance company and agent insuring the purchaser's interest and a copy of the insurance binder evidencing proper coverages are being obtained by the purchaser as required by Section 19.5; and (c) the estimated closing date. The Board shall notify the purchaser of any pending litigation or arbitration in which the Association is a party. 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. 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. At the time of the first conveyance of each Unit, every mortgage, lien, or other encumbrance affecting that Unit and any other Unit or Units or real property, other than the percentage of undivided interest of that Unit in the Common Elements, shall be paid and satisfied of record, or the Unit being conveyed and its undivided interest in the Common Elements shall be released there from by partial release duly recorded or the purchaser of that Unit shall receive title insurance from a licensed title insurance company against such mortgage, lien, or other encumbrance.



Article 9. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 9.1 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights so long as the Declarant owns a Unit: (a) to complete any improvements shown on the Survey Maps and Plans; (b) to maintain sales offices, management offices, signs advertising the Condominium, and models in Units that are not occupied and are for sale by the Declarant, in Units owned by the Declarant, and in the Common Elements of the Condominium; (c) to use easements through the Common Elements for the purpose of making improvements within the Condominium; and (d) to elect, appoint, or remove any officer of the Association or any member of the Board during the period of Declarant Control as provided by Article 12.

Section 9.2 Transfer. The rights described in this Article shall not be transferred except by instrument evidencing the transfer executed by the Declarant or the Declarant's successor and the transferee, and recorded in Benton County. The rights and liabilities of the parties involved in such a transfer, and of all persons who succeed to any Special Declarant Right, are set out in RCW 64.34.316.

Article 10. ENTRY FOR REPAIRS OR MAINTENANCE

The Association and its agents or employees may enter any Unit or Home to effect repairs, improvements, replacements, maintenance, or sanitation work deemed by the Board to be necessary in the performance of its duties, to do necessary work that the Owner has failed to perform, or to prevent damage to the Common Elements, Limited Common Elements or to another Unit. Except in cases of great emergency that preclude advance notice, the Board shall cause the Unit occupant to be given Notice and an Opportunity to be Heard as far in advance of entry as is reasonably practicable. Such entry shall be made with as little inconvenience to the Owners and occupants as practicable. The Board may levy a special Assessment against the Owner of the Unit for all or part of the cost of work that the Owner has failed to perform which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 15.

Article 11. OWNERS ASSOCIATION

Section 11.1 Form of Association. The Owners of Units shall constitute an owners association to be known as El Pedragal Owners Association. The Association shall be organized as a nonprofit corporation, no later than the date the first Unit in the Condominium is conveyed. The number of Board members and qualifications and procedures for election to the Board shall be provided in the Bylaws. The rights and duties of the Board and of the Association shall be governed by the provisions of the Condominium Act, the Declaration, and the Bylaws.



Section 11.2 Bylaws. The Board will adopt Bylaws to supplement the Declaration, provide for the administration of the Association and the property, and for other purposes not inconsistent with the Condominium Act or the Declaration.

Section 11.3 Qualification and Transfer. Each Owner of a Unit (including the Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit owned, which membership shall be considered appurtenant to that member's Unit. Ownership of a Unit shall be the sole qualification for membership in the Association. A membership shall not be transferred in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit, provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association to the new Owner.

Section 11.4 Powers of the Association. In addition to those actions authorized elsewhere in the Declaration, the Association shall have the power to:

11.4.1 Adopt and amend the Bylaws and the rules and regulations for the Condominium;

11.4.2 Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Owners;

11.4.3 Hire and discharge or contract with Managing Agents and other employees, agents, and independent contractors;

11.4.4 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium; provided, however, that the approval of Owners holding at least 67% of the votes in the Association shall be required before the Association may institute, commence or intervene in any litigation or administrative proceeding, including arbitration, other than litigation or other proceedings against Owners for collection of delinquent Assessments or for enforcement of the Declaration or rules and regulations of the Association; but Owner approval shall not be required for settlement of such litigation or administrative proceedings;

11.4.5 Make contracts and incur liabilities;

11.4.6 Regulate the use, maintenance, repair, replacement, and modification of the Homes and Limited Common Elements;

11.4.7 Provide for the maintenance, repair and replacement of the Common Elements and the exteriors of the Homes;



11.4.8 Acquire, hold, encumber, convey, and dispose of, in the Association's name, right, title, or interest to real or tangible and intangible personal property, and arrange for and supervise any addition or improvement to the Common Elements, provided that:

11.4.8.1 If the estimated cost of any separate property acquisition, addition, or improvement to the Common Elements exceeds \$5,000, the approval of the Owners holding a majority of the votes in the Association shall be required; and

11.4.8.2 The beneficial interest in any property acquired by the Association pursuant to this Section shall be owned by the Owners in the same proportion as their respective interests in the Common Elements and shall thereafter be held, sold, leased, mortgaged, or otherwise dealt with as the Board shall determine.

11.4.9 Grant easements, leases, licenses, and concessions through or over the Common Elements (but not the Limited Common Elements) and petition for or consent to the vacation of streets and alleys;

11.4.10 Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements (but not the Limited Common Elements) and for services provided to Owners;

11.4.11 Pay, as a Common Expense, any costs of the off-site irrigation water system for the Condominium in accordance with the Cost Sharing Agreement recorded under Benton County Auditor's No. 030372;

11.4.12 Acquire and pay for all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Condominium;

11.4.13 Impose and collect charges for late payment of Assessments as further provided in Article 15, 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 this Declaration, the 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 this Declaration, the Bylaws, and rules and regulations of the Association;

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

11.4.15 Provide for the indemnification of its officers and Board, and maintain directors' and officers' liability insurance;

11.4.16 Assign its right to future income, including the right to receive Assessments;



11.4.17 Exercise any other powers conferred by this Declaration or the Bylaws;

11.4.18 Exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and

11.4.19 Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 11.5: Financial Statements and Records. The Association shall keep financial records in accordance with generally accepted accounting principles and in sufficient detail to enable the Association to comply with the resale certificate requirements set forth in RCW 64.34.425. All financial and other records shall be made reasonably available for examination by any Unit Owner and the Owner's authorized agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The annual financial statement shall be audited at least annually by a certified public accountant who is not a member of the Board or an Owner unless Owners holding at least 60% of the votes, excluding votes held by the Declarant, waive the audit for that year. The financial statement shall be completed in time for the Association's annual meeting and in any event within 120 days following the end of the fiscal year. Any mortgagee will, upon request, be entitled to receive the annual financial statement within 120 days following the end of the fiscal year. The Board, or persons having 35% of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting. An Owner or Mortgagee, at the Owner's or Mortgagee's expense, may at any reasonable time conduct an audit of the books of the Board and Association. Upon written request of FHLMC or FNMA, if it is a Mortgagee, the Association shall provide within a reasonable time the financial statement of the Association for the preceding fiscal year.

Section 11.6 Inspection of Condominium Documents, Books, and Records. The Association shall make available to Owners, Mortgagees, prospective purchasers and their prospective Mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, and other books, records, and financial statements of the Association. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

Article 12. DECLARANT CONTROL PERIOD

Section 12.1 Declarant Control Until Transition Date. Until the Transition Date, the Declarant shall have the right to appoint and remove all members of the Board, provided that (a) not later than 60 days after conveyance of 25% of the Units that may be created to Owners other than the Declarant, at least one member and not less than 25% of the members of the Board must be elected by Owners other than the Declarant and (b) not later than 60 days after



conveyance of 50% of the Units that may be created to Owners other than the Declarant, not less than one-third of the members of the Board must be elected by Owners other than the Declarant.

Section 12.2 Transition Date. Declarant Control of the Association shall terminate on the Transition Date. The Transition Date shall be no later than the earlier of (a) 60 days after conveyance of 75% of the Units that may be created to Owners other than the Declarant, (b) five years after the date of recording of this Declaration, (c) two years after the last conveyance of a Unit, or (d) the date on which the Declarant records an amendment to the Declaration pursuant to which the Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board. If the Declarant voluntarily surrenders control pursuant to (d) above, the Declarant may require that for the duration of the period of Declarant Control, specified actions of the Association or the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

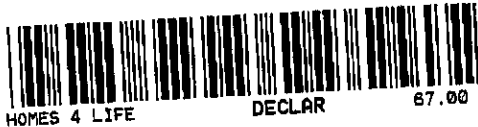
Section 12.3 Audit of Records Upon Transfer. Upon termination of the period of Declarant Control, the records of the Association shall be audited as of the date of transfer by an independent certified public accountant in accordance with generally accepted auditing standards unless the Owners, other than the Declarant, by two-thirds vote, elect to waive the audit. The costs of the audit shall be a Common Expense.

Article 13. THE BOARD

Section 13.1 Selection of the Board and Officers. Prior to the Transition Date, election or appointment of members of the Board shall be governed by Article 12. Within 30 days after the Transition Date, the Owners shall elect a Board, a majority of whom must be Unit Owners. The number of Board members and their terms of services shall be specified in the Bylaws. The Board shall elect officers in accordance with the procedures provided in the Bylaws. The members of the Board and officers shall take office upon election. Removal of Board members, and their terms of service shall be as provided in the Bylaws.

Section 13.2 Powers of the Board; Adoption of Budget. Except as provided in this Declaration, the Bylaws or the Condominium Act, the Board shall at all times act on behalf of the Association. The Board may exercise all powers of the Association, except as otherwise provided in the Condominium Act, Declaration, or the Bylaws.

Section 13.3 Managing Agent. The Board may contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Condominium, and may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein. Any contract with a Managing Agent shall have a term no longer than one year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (a) for cause, on 30 days' written notice or (b) without cause, on not more than 90 days' written notice.



Section 13.4 Limitations on Board Authority. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Article 21, to terminate the Condominium pursuant to Article 22, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board. The Board may, in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

Section 13.5 Right to Notice and Opportunity To Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants, or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Article 14. BUDGET AND ASSESSMENTS

Section 14.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

Section 14.2 Preparation of Budget. Not less than 30 days before the end of the fiscal year the Board shall prepare a budget for the Association for the coming year. In preparing its budget the Board shall estimate the Common Expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, including amounts reasonably anticipated to be required for maintenance, repair, and replacement of the Common Elements and exteriors of the Homes, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. The Declarant shall prepare the initial budget for the first fiscal year of the Association.

Section 14.3 Ratification of Budget. Within 30 days after adoption of any proposed budget for the Condominium after the Transition Date, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than 14 nor more than 60 days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.



Section 14.4 Supplemental Budget. If during the year the budget proves to be inadequate for any reason, including nonpayment of any Owner's Assessment, the Board may prepare a supplemental budget for the remainder of the year. A supplemental budget adopted after the Transition Date is subject to ratification pursuant to Section 14.3.

Section 14.5 Assessments for Common Expenses. The sums required by the Association for Common Expenses, as reflected by the annual budget and any supplemental budgets, shall be divided into installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly Common Expense Assessment for each Unit is determined by the Common Expense Liability allocated to each Unit in Schedule B times the total monthly installment for Common Expenses for all Units. Assessments may be rounded to the nearest dollar. Monthly Assessments begin accruing for all Units upon the conveyance by the Declarant of the first Unit in the Condominium, provided that the Declarant may delay the commencement of Assessments and pay all actual Common Expenses (but no allocations to reserves). To the extent that any Common Expense is caused by the misconduct of an Owner or tenant of any Unit, the Association may assess the expense against that Unit.

Section 14.6 Contribution to Initial Working Capital. In connection with the closing of the sale of the first Unit and of the sale of each additional Unit, the initial purchaser shall pay to the Association as a nonrefundable contribution to an initial working capital fund in an amount equal to six times the estimated monthly Assessment against the Unit, which amount shall not be considered as an advance payment of regular Assessments. On the Transition Date, the Declarant shall make such contribution for any Units remaining unsold on that date and shall be entitled to be reimbursed the amount so paid as each such Unit is conveyed. The Declarant shall not use any of the working capital fund to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits prior to the Transition Date.

Section 14.7 Special Assessments. For those Common Expenses which cannot reasonably be calculated and paid on a monthly basis, the Board may levy a special Assessment for such expenses against the Units, subject to ratification by the Owners pursuant to Section 14.3.

Section 14.8 Creation of Reserves; Assessments. The Board shall create reserve accounts for anticipated expenses for repairs, replacements, and improvements which will occur in the future in order to accumulate sufficient funds to pay such expenses when they occur. The operation of reserve accounts and Assessments for reserve accounts shall be further governed by the Bylaws.

Section 14.9 Notice of Assessments. The Board shall notify each Owner in writing of the amount of the monthly general and special Assessments to be paid for the Owner's Unit and shall furnish copies of all budgets and the Common Expense Liability allocations which apply to the Unit, on which the general and special Assessments are based. The Board shall furnish the same information to an Owner's Mortgagee if so requested.



Section 14.10 Payment of Monthly Assessments. On or before the first day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit for that month. Any Assessment not paid by the tenth day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges, and collection procedures as provided in Article 15.

Section 14.11 Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Condominium shall belong to the Association.

Section 14.12 Failure To Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent year. The monthly Assessments amounts established for the preceding year shall continue until new Assessments are established.

Section 14.13 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee of a Unit, the Board will furnish a certificate stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and mortgagees of the Unit who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

Section 14.14 Recalculation of Assessments. If Common Expense Liabilities are reallocated, Common Expense Assessments, special Assessments, and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities.

Article 15. LIEN AND COLLECTION OF ASSESSMENTS

Section 15.1 Assessments Are a Lien; Priority. The Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due. A lien under this Article shall be prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recording of this Declaration; (b) a mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent, EXCEPT to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 14 which would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the Association or a mortgagee, the date of trustee's sale in a nonjudicial foreclosure of a mortgage, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract, provided that 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 such lien priority includes any delinquencies which relate to a period after such mortgagee becomes an Eligible Mortgagee or has given such notice and before the Association gives such mortgagee a written notice of the delinquency; and (c) liens for real property taxes and other governmental assessments or charges against the Unit. Recording of this Declaration constitutes record notice and perfection of the lien for Assessments; however, the Association may record a notice of claim of lien for Assessments in the real property records of the county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a mortgagee referred to above.

Section 15.2 Lien May Be Foreclosed; Judicial Foreclosure. The lien arising under this Article may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12. The Association or its authorized representative 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 the Association from taking a deed in lieu of foreclosure. Except as provided in the exception to (b) in Section 15.1, the holder of a mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such mortgagee or other purchaser of the Unit. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

Section 15.3 Assessments Are Personal Obligation; Voting Rights. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges provided in this Article, shall be the personal obligation of the Owner of the Unit when the Assessment is made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them. The right to vote as a member of the Association shall be suspended for any Owner who is delinquent in paying Assessments until the delinquency is cured.

Section 15.4 Extinguishment of Lien and Personal Liability. 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.

Section 15.5 Joint and Several 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 grantor up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be



maintainable in any court of competent jurisdiction without foreclosing or waving the lien securing such sums.

Section 15.6 Late Charges and Interest on Delinquent Assessments. 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.

Section 15.7 Recovery of Attorneys' Fees and Costs. The Association 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 Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

Section 15.8 Security Deposit. An Owner who has been delinquent in paying his monthly Assessments for three of the five preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three months' estimated monthly Assessments, which shall be collected and shall be subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is 10 days or more delinquent in paying Assessments.

Section 15.9 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Article 16. ENFORCEMENT OF DECLARATION, BYLAWS, AND RULES AND REGULATIONS

Section 16.1 Rights of Action. Each Owner, the Board, and the Association shall comply strictly with this Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and the decisions of the Board. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, damages, and for injunctive relief, or any or all of them, maintainable by the Board on behalf of the Association or by an Owner.

Section 16.2 Failure of Board To Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations of the Association, or to exercise any right 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 any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a



breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board. This Article also extends to the Declarant.

Article 17. TORT AND CONTRACT LIABILITY

Section 17.1. Declarant Liability. Neither the Association nor any Owner except the Declarant is liable for the Declarant's torts in connection with any part of the Condominium which the Declarant has the responsibility to maintain. Otherwise, an action alleging a wrong done by the Association must be brought against the Association and not against any Owner or any officer or director of the Association. If the wrong by the Association occurred during any period of Declarant Control and the Association gives the Declarant reasonable notice of and an opportunity to defend against the action, the Declarant who then controlled the Association is liable to the Association or to any Owner (a) for all tort losses not covered by insurance suffered by the Association or that Owner and (b) for all costs which the Association would not have incurred but for a breach of contract, other wrongful act, or omission by the Association. If the Declarant does not defend the action and is determined to be liable to the Association under this Section, the Declarant is also liable for all litigation expenses, including reasonable attorneys' fees, incurred by the Association in such defense. Any statute of limitations affecting the Association's right of action under this Section is tolled until the period of Declarant Control terminates. An Owner is not precluded from bringing an action contemplated by this Section because he or she is a Unit Owner or a member or officer of the Association.

Section 17.2. Limitation of Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Association or an Owner, neither the Association, the Board, the Managing Agent, nor the Declarant shall be liable for: the failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, or sand which may leak or flow from outside or from any parts of the buildings, or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

Section 17.3. No Personal Liability. So long as a Board member, Association committee member, Association officer, the Declarant, or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person, provided that this Section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board.



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Article 18. INDEMNIFICATION

Each Board member, Association committee member, Association officer, the Declarant, and the Managing Agent 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 such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of such person's duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

Article 19. INSURANCE

Section 19.1 General Requirements. Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) commercial general liability insurance, (b) fidelity insurance, (c) directors and officers liability insurance, and (d) such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington. All such insurance policies shall provide that coverage may not be canceled or substantially reduced (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to any and all insureds named therein, including Owners, Mortgagees, and designated servicers of Mortgagees.

Section 19.2 Commercial General Liability Insurance. The liability insurance coverage shall insure the Board, the Association, the Owners, the Declarant, and the Managing Agent, and cover all of the Common Elements (but not the Limited Common Elements) in the Condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage, bodily injury, and death of persons arising out of the operation, maintenance, and use of the Common Elements (but not Limited Common Elements allocated to individual Units), host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 general aggregate.



Section 19.3 Additional Policy Provisions. The insurance obtained pursuant to this Article shall contain the following provisions and limitations:

19.3.1 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.

19.3.2 Such policies shall not provide for contribution by or assessment against Mortgagees or become a lien on the property superior to the lien of a first mortgage.

19.3.3 If, at the time of the loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

19.3.4 Coverage shall not be prejudiced by (a) any act, omission, or neglect of the Owners of Units when such act or neglect is not within the scope of the Owner's authority on behalf of the Association, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

19.3.5 A waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Unit, and/or their respective agents, members of the Owner's household, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

19.3.6 A standard mortgagee clause which shall:

19.3.6.1 Provide that any reference to a mortgagee in the policy shall mean and include all Mortgagees of any Unit or Unit lease or sublease in their respective order of preference, whether or not named therein;

19.3.6.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Owners or any persons under any of them;

19.3.6.3 Waive any provision invalidating such mortgage clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause; and

19.3.6.4 Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Association or the insurance trustee.

Section 19.4 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and

employees of the Association and all other persons who handle or are responsible for handling funds of or administered by, the Association. The Managing Agent shall maintain fidelity insurance for its officers, employees, and agents who handle or who are responsible for handling funds of, or funds administered by the Association. All such fidelity insurance shall name the Association as an obligee and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the Association at any time during the term of each policy, but, in no event, shall the aggregate amount of insurance be less than three months' aggregate Assessments. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 19.5 Owners' Insurance; Association to Rebuild; Owner's Liability for Uncovered Losses.

19.5.1 All Owners shall obtain and maintain property insurance, liability insurance, and such other insurance as the Board deems advisable. All insurance shall be obtained from insurance carriers that are generally acceptable for similar residential properties and authorized to do business in the state of Washington. All such insurance policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Association. All Owners shall provide the Association with proof of insurance upon the request of the Association.

19.5.2 The property insurance maintained by each Owner shall, at the minimum, provide all risk or special cause of loss coverage in an amount equal to the full replacement cost of the Owner's Home, with such reasonable deductibles and exclusions from coverage as the Board may from time to time approve or by rule or regulation establish. The Association shall have right, but not the obligation, to monitor the maintenance of such insurance by Owners and shall have to right, but not the obligation, to obtain such insurance for an Owner if the Owner fails to obtain or maintain such insurance and specially assess the cost thereof to the Owner.

19.5.3 The liability insurance coverage maintained by each Owner shall cover liability of the insureds for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Owner's Home and Limited Common Elements and such other risks as are customarily covered for similar residential properties with a limit of liability of at least \$300,000.

19.5.4 If any portion of the Home is damaged or destroyed, it shall be repaired or replaced promptly by the Association to the condition existing immediately prior to such damage or destruction unless the repair or replacement would be illegal under any state or local health or safety statute or ordinance or unless the Owner of the Unit and Owners holding at least 80% of the votes in the Association agree to construction pursuant to a different plan.



19.5.5 The Association shall be named as an additional insured under the policy referred to in 19.5.2. The Association shall act as trustee for the Owners with respect to administration of property damage claims with respect to the Homes. The insurance proceeds may be made payable to the Association as trustee, who shall have exclusive authority to negotiate losses under the policies. The proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Association as attorney-in-fact for the purpose collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purposes. The Owner shall be responsible for all costs of repair or replacement of the Owner's Home to the extent it is not covered by the Owner's insurance policy. The Association shall, after Notice and Opportunity to be Heard, have the authority to levy a special assessment against the Owner's Unit for such uncovered cost, collectible in the manner other assessments are collectible under Article 15.

Article 20. EASEMENTS

Section 20.1 In General. Each Unit has an easement in and through the Common Elements for all utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Home constructed within the Unit and appurtenant Limited Common Elements.

Section 20.2 Encroachments. To the extent not provided by the definition of Unit in the Declaration and in the Condominium Act, each Unit and all Common and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Common and Limited 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 and Limited 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, provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit if the encroachment was caused by the willful act with full knowledge of the Owner. The encroachments described in this Section shall not be construed to be encumbrances affecting the marketability of title to any Unit.

Section 20.3 Easements Reserved by the Declarant. The Declarant reserves an easement over, across, and through the Common Elements and Limited Common Elements of the Condominium for the purposes of completing any unfinished Units or other improvements, exhibiting and preparing Units for sale, making repairs required pursuant to any contract of sale, and discharging the Declarant's obligations or exercising Special Declarant Rights.



Section 20.4 Utility Easements Granted by the Declarant. The Declarant reserves the right to grant to any company or municipality providing utility services to the Condominium or to the Owners of Units in the Condominium an easement for the installation, construction, maintenance, repair, and reconstruction of all utilities serving the Condominium or the Owners, including, without limitation, such utility services as gas, water, sanitary sewer, storm sewer, electricity, cable television, and telephone.

Article 21. AMENDMENT OF DECLARATION SURVEY MAP AND PLANS, ARTICLES, OR BYLAWS

Section 21.1 Procedures. Except in cases of amendments that may be executed by the Declarant under the Declaration or the Condominium Act, the Declaration, the Survey Map and Plans, the Articles, and the Bylaws may be amended only by vote or agreement of the Owners, as specified in this Article. An Owner may propose amendments to this Declaration or the Survey Map and Plans, the Articles, or the Bylaws to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners with 20% or more of the votes in the Association, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice must be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons (including eligible holders) entitled to receive notices. Upon the adoption of an amendment and the obtaining of any necessary consents of Eligible Mortgagees as provided below, amendment to the Declaration or the Survey Map and Plans will become effective when it is recorded or filed in the real property records in the county in which the Condominium is located. The amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. Such amendments shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption.

Section 21.2 Percentages of Consent Required. Except as provided in Article 4 in connection with the exercise of Development Rights by the Declarant, the percentages of consent of Owners and mortgagees required for adoption of amendments to the Declaration, the Survey Map and Plans, the Articles, and the Bylaws are as follows:

21.2.1 The consent of Owners holding at least 67% of the votes in the Association and the consent of Eligible Mortgagees that have at least 51% of the votes of

Units subject to Eligible Mortgagees shall be required to materially amend any provisions of the Declaration, the Survey Map and Plans, the Articles, or the Bylaws, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (a) voting rights; (b) Assessments, Assessment liens, or subordination of such liens; (c) reserves for maintenance, repair, or replacement of the Common Elements; (d) responsibility for maintenance and repair of any portion of the Condominium; (e) rights to use Common Elements and Limited Common Elements; (f) reallocation of interests in Common Elements or Limited Common Elements or rights to their use; (g) redefinition of any Unit boundaries; (h) convertibility of Units into Common Elements or Common Elements into Units; (i) expansion or contraction of the Condominium or the addition, annexation, or withdrawal of property to or from the Condominium; (j) hazard or fidelity insurance requirements; (k) imposition of any restriction on the right of an Owner to sell or transfer a Unit; (l) restoration or repair (after damage or partial condemnation) in a manner other than specified in the Declaration or Survey Map and Plans; or (m) any provisions which are for the express benefit of holders of first Mortgages.

21.2.2 An amendment that creates or increases Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted including the imposition of any restrictions on leasing of Units, shall require the vote or agreement of the Owner of each Unit particularly affected, the Declarant (if the Declarant owns a Unit or has the rights to exercise any Special Declarant Rights) and the Owners having at least 90% of the votes in the Association other than the Declarant.

21.2.3 All other amendments shall be adopted if consented to by 67% of the Owners.

21.2.4 An Eligible Mortgagee who receives a written request to consent to an amendment who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have consented to such request.

Section 21.3 Limitations on Amendments. No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right provided in the Declaration without the consent of the Declarant and any mortgagee of record with a security interest in any Special Declarant Right or in any real property subject thereto, excluding Mortgagees of Units owned by persons other than the Declarant.

Article 22. TERMINATION OF CONDOMINIUM

Section 22.1 Action Required. The Condominium may be terminated only by agreement of Owners of Units to which at least 90% of the votes in the Association are allocated and in accordance with the Condominium Act.

Section 22.2 Condominium Act Governs. The provisions of the Condominium Act relating to termination of a condominium contained in RCW 64.34.268, as it may be



amended, shall govern the termination of the Condominium, including, but not limited to, the disposition of the real property in the Condominium and the distribution of proceeds from the sale of that real property.

Article 23. NOTICES

Section 23.1 Form and Delivery of Notice. Unless provided otherwise in this Declaration, all notices given under the provisions of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered upon being deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Notice to the Owner of any Unit shall be sufficient if mailed to the Unit if no other mailing address has been given to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to the Declarant until the Transition Date, and thereafter shall be given to the president or secretary of the Association.

Section 23.2 Notices to Eligible Mortgagees. An Eligible Mortgagee is a Mortgagee that has filed with the secretary of the Board a written request that it be given copies of the notices listed below. The request must state the name and address of the Eligible Mortgagee and the Identifying Number or address of the Unit on which it has (or insures or guarantees) a Mortgage. Until such time thereafter that the Eligible Mortgagee withdraws the request or the mortgage held, insured, or guaranteed by the Eligible Mortgagee is satisfied, the Board shall send to the Eligible Mortgagee timely written notice of (a) any proposed amendment of the Declaration or Survey Map and Plans effecting a change in (i) the boundaries of any Unit, (ii) the exclusive easement rights, if any, appertaining to any Unit, (iii) the interest in the Common Elements or the liability for Common Expenses of any Unit, (iv) the number of votes in the Association allocated to any Unit, or (v) the purposes to which a Unit or the Common Elements are restricted; (b) any proposed termination of condominium status, transfer of any part of the Common Elements, or termination of professional management of the Condominium; (c) any condemnation loss or casualty loss that affects a material portion of the Condominium or that affects any Unit on which an Eligible Mortgagee has a first mortgage; (d) any delinquency which has continued for 60 days in the payment of Assessments or charges owed by an Owner of a Unit on which an Eligible Mortgagee had a mortgage; (e) any lapse, cancellation, or material modification of any insurance policy maintained by the Association pursuant to Article 19; or (f) any proposed action that would require the consent of a specified percentage of Eligible Mortgagees pursuant to Article 21 or Article 22.

Article 24. SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remaining provision or provisions comply with the Condominium Act.

Article 25. EFFECTIVE DATE

This Declaration shall take effect upon recording.

Article 26. REFERENCE TO SURVEY MAP AND PLANS

The Survey Map and Plans were filed with the Auditor of Benton County, Washington simultaneously with the recording of this Declaration under Auditor's File No. _____

Article 27. ASSIGNMENT BY DECLARANT

The Declarant reserves the right to assign, transfer, sell, lease, or rent all or a portion of the property then owned by it and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

DATED: 12-1-05

HOMES 4 LIFE LLC, a Washington limited liability company

By [Signature]
Daniel F. Kathren, Member, Agent and Attorney-in-Fact to act in the Principle's name

STATE OF WASHINGTON)
) ss.
COUNTY OF Benton)

I certify that I know or have satisfactory evidence that Daniel F. Kathren is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a Member, Agent and Attorney-in-Fact to act in the Principle's name for HOMES 4 LIFE LLC, a Washington limited liability company, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 1st day of December, 2005.

[Signature]
(Signature of Notary)

Pamela Diane Brooks
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Kennewick
My appointment expires 4-18-06





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Benton County

Schedule A

EL PEDRAGAL, A CONDOMINIUM

Description of Land in Condominium

LOT 4, AS DELINEATED ON SHORT PLAT NO. 788, RECORDED UNDER AUDITOR'S FILE NO. 795830, RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF RICHLAND, FOR KEENE ROAD REALIGNMENT BY DEED RECORDED UNDER AUDITOR'S FILE NO. 828514.



SCHEDULE B

EL PEDRAGAL, a Condominium

Unit Data; Allocated Interests; Voting

Unit	Home Data*	Home Level	Home Area ^{1/} (Sq. Ft.)	Unit Area (Sq. Ft.)	CEL ICE ^{2/}	Voting
1	4BR, 2½ BA, 2F	1,2	2351	1814	5.88	1
2	4BR, 2½ BA, 2F	1,2	2067	1759	5.88	1
3	4BR, 2½ BA, 2F	1,2	2067	1762	5.88	1
4	3BR, 2½ BA, 2F	1,2	2067	1764	5.88	1
5	3BR, 2½ BA, 2F	1,2	2067	1758	5.88	1
6	3BR, 2½ BA, 2F	1,2	2067	1748	5.88	1
7	3BR, 2½ BA, 2F	1,2	2253	1745	5.88	1
8	3BR, 2½ BA, 2F	1,2	2253	1741	5.88	1
9	3BR, 2½ BA, 2F	1,2	2318	1853	5.88	1
10	3BR, 2½ BA, 2F	1,2	2318	1862	5.88	1
11	3BR, 2½ BA, 2F	1,2	2635	1924	5.88	1
12	3BR, 2½ BA, 2F	1,2	2615	1924	5.88	1
13	3BR, 2½ BA, 2F	1,2	2351	1809	5.88	1
14	3BR, 2½ BA, 2F	1,2	2635	1921	5.89	1
15	3BR, 2½ BA, 2F	1,2	2615	1923	5.89	1
16	3BR, 2½ BA, 2F	1,2	2318	1860	5.89	1
17	3BR, 2½ BA, 2F	1,2	2615	1920	5.89	1
TOTALS:					100.00	17

* Legend:

- BR - bedroom
- BA - bathroom
- F - fireplace

^{1/}Home areas do not include garage.

^{2/}Common Expense Liability (CEL) and interest in Common Elements (ICE) are allocated equally among all Units, rounded to equal 100.