

AFTER RECORDING MAIL TO:

Kenneth A. Miller
MILLER, MERTENS & COMFORT, PLLC
1020 N. Center Parkway, Suite B
Kennewick, WA 99336-7161

Document Title: Declaration of Quinault Professional Building 8019, A Condominium

Reference numbers of related documents: N/A

Grantor: Pro Center Properties, LLC, a Washington Limited Liability Company

Grantee: Pro Center Properties, LLC, a Washington Limited Liability Company

Abbreviated Legal Description: Lot 4, Short Plat 3019

Additional legal description: See Page 2

Assessor's Tax Parcel ID Number: 1-3199-101-3019-004

DECLARATION OF
QUINAULT PROFESSIONAL BUILDING 8019,
A CONDOMINIUM

THIS DECLARATION is made and entered into by Pro Center Properties, LLC (hereinafter referred to as the "Declarant"), pursuant to the Washington Condominium Act (hereafter referred to as the "Act"), for the purpose of submitting the real property hereinafter described to the provisions of the Act.

WHEREAS, the Declarant is the owner of the real property hereinafter described; and the

Declarant is the owner of an existing office building situated thereon, which has a local address of 8019 West Quinault Avenue, in the City of Kennewick, County of Benton, and State of Washington, and currently includes a total of three (3) office units, which have identifying numbers of Suite 101, Suite 102 and Suite 201; and

WHEREAS, the Declarant desires to create a condominium pursuant to this Declaration;

NOW, THEREFORE, the Declarant does hereby create a condominium as follows:

ARTICLE I.

Names

The name of this condominium is Quinault Professional Building 8019, a Condominium. The name of the unit owners' association (hereinafter referred to as the "Association") of this condominium is Quinault Professional Building 8019 Condominium Association. The name of the condominium or the building will not be changed to include any owner or occupant.

ARTICLE II.

Description of Real Property

The real property included in this condominium is legally described as follows:

Lot 4, Short Plat 3019, according to the Survey thereof recorded June 27, 2007, under Auditor's File No. 2007-020706, records of Benton County, Washington.

ARTICLE III.

Units

Section 3.1 Number of Units. This condominium consists of three (3) units. Declarant reserves the right to subdivide Suite 201 into two separate suites, at which time the condominium would consist of four (4) units. The term Suite shall be the same as Unit when used throughout this

Declaration.

Section 3.2 Identifying Numbers of Units. The identifying numbers of each unit created by this Declaration are Suite 101, Suite 102 and Suite 201. If Declarant subdivides Suite 201 they will then be identified as Suites 201 and 202.

Section 3.3 Existing Units. With respect to each existing unit:

A. Suite 101 consists of approximately 1,385 square feet; Suite 102 consists of approximately 1,382 square feet; and Suite 201 consists of approximately 5,238 square feet. If Suite 201 is divided by the Declarant at a later date such Suites shall include the square footage allocated to each by the Declarant and the Declarant shall cause an amended survey to be recorded identifying such. The boundaries of each unit are the walls, floors and ceiling of such unit, as specified in RCW 64.34.204(1).

B. There are bathrooms included in each suite.

C. None of the rooms within the suites are designated primarily as bedrooms.

D. There are no built-in fireplaces included in the suites.

E. All suites are all located on a single level.

F. The type of heat and heat service to the suites is electric heat pump, backed by natural gas (dual system) and forced air.

G. The location of each unit and the common areas is as depicted in the Survey Map and Plans which are recorded simultaneously herewith and, by this reference, are made a part hereof and the Act.

H. Each suite is serviced by separate water, sewer, electric, natural gas, telephone, and cable connections.

- I. There are "Emergency Exit" doors in each suite.

ARTICLE IV.

Development Rights

The Declarant does not reserve any development rights, other than as listed in Article III, Section 3.1, wherein Declarant may divide Suite 201 into two separate suites, at which time the condominium would consist of four (4) units.

ARTICLE V.

Parking

There are 34 parking spaces included within this condominium, all of which are uncovered. This condominium does not include any moorage slips. Parking shall not be designated or assigned except as required by law, building code or local ordinance.

ARTICLE VI.

Limited Common Elements

The limited common elements of the condominium shall be as specified in RCW 64.34.204(2) and RCW 64.34.204(4). Additional real property may be subsequently allocated or reallocated as limited common elements only as provided in the Act.

ARTICLE VII.

Declarant Rights

The Declarant does not reserve any development rights or special declarant rights, other than as listed in Article III, Section 3.1 whereby Declarant reserves the right to subdivide Suite 201 into two separate suites, at which time the condominium would consist of four (4) units.

ARTICLE IVIII.

Allocated Interests

The percentages of undivided interests in the common elements and in the common expenses of the Association and portion of the votes in the Association of each unit are allocated as follows:

<u>Unit</u>	<u>Allocated Interest</u>
Suite 101	17.30%
Suite 102	17.26%
Suite 201	65.44%
Total	100.00%

The formula used to establish the foregoing allocations is as follows: Such interests have been allocated between the units in the proportion that the approximate number of square feet included within each unit bears to the total of the approximate square footage of all units within the condominium. Should Suite 201 be divided, the same formula shall be utilized to establish each Suite's allocated interest in the common elements and in the common expenses of the Association and portion of the votes in the Association of each unit.

ARTICLE IX.

Restrictions on Use and Occupancy

Section 9.1 Office Use. The units may be used and occupied solely for nonresidential use as professional and commercial offices.

Section 9.2 Rules. The Association may, by its Bylaws and such Rules as it may properly adopt, impose reasonable regulations on the use of the units, common elements and limited

common elements of the condominium.

Section 9.3 Signage. All signs must be affixed to the monument sign included on the property or be authorized as set forth in Article XVI.

Section 9.4 Use of Common Elements and Facilities. Common drives, roadways, walks, corridors, hallways, stairways and other general Common Elements and Condominium Facilities shall be used exclusively for access, ingress, egress and normal transit to and from the Units by the Unit Owners and their visitors, invitees and guests, and for other purposes which are incidental to the permitted uses of the Units. No obstructions, decorations and/or other items shall be placed or kept on or in the Common Elements except with the express prior written approval of the Board.

Section 9.5 Maintenance of Units. Each Unit Owner shall, at his or her sole expense, have the duty to keep the interior of his or her Unit and its interior windows, interior doors, equipment, appliances, and appurtenances in good and sanitary order, condition and repair, and shall do all redecorating and painting and provide all upkeep at any time necessary to maintain the good, clean and sanitary appearance and condition of his or her Unit.

ARTICLE X.

Restrictions on Alienation

A unit owner may lease all or a portion of their unit only in accordance herewith. All such Lease Agreements shall provide that the terms of such Lease are subject and subordinate in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules of the Association, and that any failure by the lessee to comply with the terms of such documents shall constitute an event of default under the Lease. Unit owners are responsible to the Association for

any conduct of their lessee(s) in violation of this Declaration or said Articles of Incorporation, Bylaws or Rules. All such Leases shall be in writing. No such Lease shall be for a term of less than thirty (30) days. Except as hereinabove provided, there are no restrictions on alienation of the units.

ARTICLE XI.

Survey Map and Plans

The survey map and plans of the condominium are recorded simultaneously with this Declaration under Benton County Auditor's No. 2009-001437, and said survey map and plans are, by this reference, made a part hereof.

ARTICLE XII.

Association

Section 12.1 Organization. A unit owner's association ("Association") shall be organized as a Washington corporation no later than the date the first unit in the condominium is conveyed. The name of the Association shall be the Quinault Professional Building 8019 Condominium Association.

Section 12.2 Powers. The Association shall have all of the powers provided for in the Act.

Section 12.3 Board of Directors. The initial Board of Directors shall be comprised of two (2) directors and each must be a unit owner. After the sale of the first Unit or Suite, the Board of Directors shall be comprised of three (3) directors and each must be a unit owner. The term "unit owner" as used in this Section shall include any director, unit holder, officer, partner in or trustee of any person or entity, who is, either alone or in conjunction with another person or persons, a unit owner. Cumulative voting shall be allowed for the purpose of electing directors of the Association.

This provision will not be amended without unanimous approval of the Board of Directors and the

unit owners. However, a change in the number of directors will occur if Suite 201 is subdivided into two separate units, then the Board of Directors of this Corporation shall be comprised of four (4) directors and each must be a unit owner. It is the intent that each Suite will be represented by a Director.

Section 12.4 Officers. The Board of Directors shall elect the officers of the Association.

Section 12.5 Defense and Indemnification of Association Board Members. Each Association Board Member, Association Committee Member, and Association Officer and the Declarant exercising the powers of the Association, shall be defended, indemnified and held harmless by the Association and the Unit Owners against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of holding or having held that position, or which may be threatened against him or her, or any settlement of a proceeding or threatened proceeding, whether or not that person holds the position at the time the expenses or liabilities are incurred, except in those cases in which the person is adjudged guilty of willful or intentional misconduct, self dealing or bad faith in the performance of his or her duties; provided, that in the event of a settlement the indemnification shall apply only when the Board approved the settlement and reimbursement as being in the best interests of the Association.

ARTICLE XIII.

Eligible Mortgagees

The provisions of this Article shall be for the benefit of each eligible mortgagee. The term "eligible mortgagee" as used in this Article shall mean a person holding a first lien mortgage on a

unit or units, which person has filed with the Secretary of the Association a written request that such person be given copies of notices of any action by the Association that requires the consent of such eligible mortgagee pursuant to this Article. The term "mortgage" as used in this Article shall mean a mortgage, deed of trust or real estate contract. With respect to any action requiring the consent of a specified fraction of eligible mortgagees, the consent of only eligible mortgagees holding a first lien mortgage need be obtained and the fraction shall be based on the votes attributable to units with respect to which eligible mortgagees have an interest.

Section 13.1 Notice of Action. Upon written request to the Association from an eligible mortgagee identifying the name and address of such eligible mortgagee, and the unit number upon which such eligible mortgagee holds a mortgage, such eligible mortgagee shall be given timely written notice by the Association of:

A. Any condemnation loss or any casualty loss which affects a material portion of the condominium or any unit on which there is a first mortgage held by such eligible mortgagee;

B. Any delinquency in the payment of assessments or charges owed by any owner of a unit subject to such a first mortgage which remains uncured for a period of sixty (60) days;

C. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. Any proposed action which would require the consent of a specified percentage of eligible mortgagees as hereinafter specified.

Section 13.2 Other Provisions for Eligible Mortgagees. To the extent permitted by the Act, eligible mortgagees shall also be afforded the following rights:

A. Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless other action is approved by at least two-thirds (2/3) of the eligible mortgagees.

B. Any election to terminate the legal status of the condominium as such after substantial destruction or a substantial taking in condemnation of the condominium property shall require the approval of at least two-thirds (2/3) of the eligible mortgagees.

C. No reallocation of interests in the common elements resulting from a partial condemnation or partial destruction of the condominium may be effected without the prior approval of at least two-thirds (2/3) of the eligible mortgagees.

Section 13.3 Amendments to Declaration. To the extent permitted by the Act, this Declaration shall not be amended unless such amendment is approved by at least two-thirds (2/3) of the eligible mortgagees; excepting only such amendments as legal counsel may advise are required by law, and such amendments are only for the purpose of correcting technical errors or for clarification.

Section 13.4 Requests for Approval. If any request is made to an eligible mortgagee for approval pursuant to the foregoing provisions, and the requesting party does not receive a negative response within thirty (30) days after such request is mailed, such request shall be automatically deemed to have been approved by the eligible mortgagee to whom it is addressed.

Section 13.5 Inspection of Documents. The Association shall upon request make available to all eligible mortgagees true and complete copies of this Declaration and the Association's Articles of Incorporation, Bylaws and Rules and the financial statements of the

Association. "Available" means available for inspection upon request during normal business hours or under other reasonable circumstances.

Section 13.6 Maintenance and Repair. So long as any unit is subject to the mortgage of any such eligible mortgagee, the Association shall cause all of the common elements of the Association to be kept in good condition and repair.

ARTICLE XIV.

Act

All of the units are restricted to non-residential use. To the extent permitted by RCW 64.34.400 or other Section of the Act, the provisions of the Act shall be inapplicable to the units to the extent such Act conflicts with this Declaration and any Article contained herein.

ARTICLE XV.

Budget and Assessments

The Association shall adopt a budget not less often than annually for revenues, expenditures and reserves for the Association, and shall impose and collect assessments from the unit owners pursuant to the Act. The Association shall have a lien on a unit or suite for any unpaid assessments levied against such unit or suite from the time the assessment is due. The Association shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the collection of delinquent Assessments, whether or not the collection activities result in suit being commenced or prosecuted to judgment. All such budgets and assessments shall include all such amounts as are reasonable and necessary for taxes, insurance, irrigation assessments, utilities, management fees, for creating, funding and maintaining reasonable reserves for contingencies, operations, and repair, replacement and acquisition of Common Elements or Limited Common

Elements, and the payment of common expenses of the Association, including payment of all utilities and maintenance of the common elements of the condominium in a state of good condition and repair similar to Class "A" office space; provided that maintenance and repair of limited common elements of the condominium shall be the obligation of the unit owner as to which such limited common element is allocated for exclusive use.

ARTICLE XVI.

Supermajority Issues

The term "Supermajority Issue" as used herein means any and all action by the Association, its Board of Directors, its officers, its committees, its members or the unit owners including but not limited to: (i) amend this Declaration; (ii) amend the Articles of Incorporation of the Association; (iii) amend the Bylaws of the Association; (iv) amend the Rules adopted by the Association; (v) amend the survey map and plans of this condominium; (vi) terminate this condominium or liquidate the Association; (vii) merge or consolidate this condominium or the Association with any other condominium or association; (viii) subdivide any unit, except Suite E and F, which right has been specifically reserved by Declarant to subdivide in Article IV; (ix) make any capital expenditure (unless specifically itemized in a budget previously approved pursuant to this Article); (x) make contracts or incur liabilities of the Association; (xi) cause additional improvements to be made as a part of the common elements; (xii) acquire, encumber, lease, gift, sell or otherwise convey any right, title or interest to real or personal property of the Association; (xiii) grant easements, leases, licenses or concessions through or over the common elements or petition for or consent to the vacation of streets or alleys; (xiv) impose and collect any payments, fees or charges for the use, rental or operation of the common elements or for services provided to unit owners; (xv) assign the

right of the Association to future income, including the right to receive common expense assessments; (xvi) enter into any loan transaction in the name of the Association (whether as lender or borrower); (xvii) distribute any surplus funds of the Association to the unit owners; (xiii) place signs on the exterior of the building; or (xix) remove any officer or director of the Association. No action by the Association, its Board of Directors, its officers, its committees, its members or the unit owners on any issue shall be undertaken or shall be effective unless such action has first been approved by a supermajority which is by the affirmative vote of not less than two-thirds (2/3) of the members of the Board of Directors and the affirmative vote of not less than fifty-one percent (51%) of the total vote of the members based upon their square footage as set forth in Article VIII, except as set forth in Section 12.3 of this Declaration.

Section 16.1 Arbitration. Should a dispute arise from this Declaration or a deadlock occur for a period of thirty (30) days, whereby no action is taken to adopt an annual budget for revenues, expenditures or reserves or impose and collect by assessments for common expenses from unit members or make repairs required to protect the value of the property of the Association as set forth in Article XIII after a meeting is called for such, then any owner may demand arbitration of such deadlock or dispute by an impartial arbitrator agreed upon by all unit owners, or as appointed by the then presiding judge of the Benton County Superior Court if the owners cannot agree to an arbitrator in 14 days after the demand for arbitration is made. The arbitration shall be subject to the rules set forth in RCW Chapter 7.04A. The decision of the arbitrator shall be final and not subject to appeal.

ARTICLE XVII. COMPLIANCE.

Section 17.1 Enforcement. Each Unit Owner shall comply strictly with the provisions of

the Governing Documents, the Bylaws and the Rules and Regulations (*as amended*) and with all decisions adopted pursuant to the Bylaws and the Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (*acting through its officers on behalf of the Unit Owners*), or by the Aggrieved Unit Owner on his own against the party (*including a Unit Owner or the Association*) failing to comply. A condition precedent to maintaining a cause of action by an Aggrieved Unit Owner is a zero (-0-) balance with the Association for any payment due to the Association.

Section 17.2 No Waiver of Strict Performance. The failure of the Board in any one (1) or more instances to insist upon the strict performance of the Governing Documents, or of the Association Bylaws, or the Rules and Regulations, 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 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 Association of any Assessment from a Unit Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by a member of the Board.

ARTICLE XVIII.

Definitions

Section 18.1 Act. Whenever reference is made herein to the "Act" or any Article, Chapter or Section thereof, such reference shall be construed to mean the Washington Condominium Act (Chapter 64.34 RCW), or such Article, Chapter or Section thereof, as the case may be, as heretofore

amended or supplemented and as hereafter amended, supplemented or superseded by laws of similar effect.

Section 18.2 Declarant. The term "Declarant" shall mean Pro Center Properties, LLC, a Washington Limited Liability Company.

Section 18.3 General Terminology. Unless some other meaning and intent is apparent from the context, the singular form as used herein shall include the plural and vice versa; and masculine, feminine, and neuter words shall be used interchangeably.

Section 18.4 Other Terms. Unless some other meaning and intent is apparent from the context, other terms as used herein, and whether or not capitalized, if defined in the Act and not otherwise defined herein, shall have the meaning set forth in the Act.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the 29th day of January, 2009.

"DECLARANT"

PRO CENTER PROPERTIES, LLC
A Washington Limited Liability Company

By: THE JANICE MARIE DORCHAK TRUST

Walter J. Kupfers TRUSTEE
Trustee/Member

Norm Engelhard MEMBER
Norm Engelhard, Member

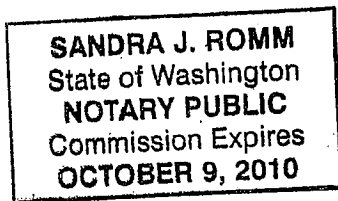
Glen Engelhard BY
Glen Engelhard, Member

Norm Engelhard AIF

STATE OF WASHINGTON)
) §
COUNTY OF BENTON)

On this 29th day of January, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walter Kirkpatrick, to me known to be the Trustee of the **THE JANICE MARIE DORCHAK TRUST**, that he/she executed the foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of said Trust.

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

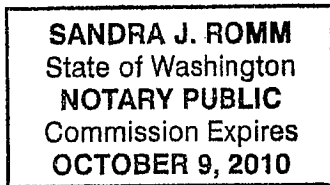


Sandra J Romm
NOTARY PUBLIC in and for the State
of Washington, residing at
Burbank
My Commission Expires: 10-9-10

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

GIVEN under my hand and official seal this 29th day of January, 2009.



Sandra J Romm
NOTARY PUBLIC in and for the State of
Washington, residing at Burbank
My Commission Expires: 10-9-10

STATE OF WASHINGTON)
)
COUNTY OF BENTON) ss.

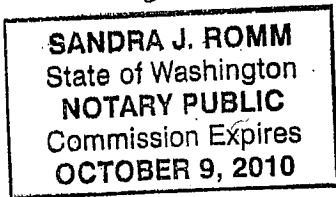
On this day personally appeared before me GLEN ENGELHARD, to me known to be the individual described in and who executed the within and foregoing DECLARATION, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON }
COUNTY OF BENTON } SS.

I certify that I know or have satisfactory evidence that Norm Engelhard is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledges it to be his free and voluntary act as Attorney-In-Fact for Glen Engelhard for the uses and purposes mentioned in this instrument.

Dated: January 29, 2009



Sandra J. Romm
Sandra J. Romm
Notary Public in and for the State of Washington
Residing at: Barbours
My commission expires: 10-9-10



When recorded return to:
Pro Center Properties
1915 Sheridan Pl
Richland, WA 99352

CASCADE TITLE CO.

P190874CH

72

Document Title (s) (or transactions contained therein):
FIRST AMENDMENT TO DECLARATION OF COVENANTS

Reference Number (s) of Documents:
2004-002776.

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

1. QUINAULT PROPERTIES PROFESSIONAL CENTER
- 2.
- 3.
- 4.

___ Additional names on page of document.

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

1. PUBLIC
- 2.
- 3.
- 4.

___ Additional names on page of document.

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

___ Additional legal on page of document.

Assessor's Property Tax Parcel / Account Number

___ Additional on page of document.

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

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS
OF
QUINAULT PROPERTIES PROFESSIONAL CENTER**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS is made on the date hereinafter set forth by **JOHN and NANCY WESTFORD**, individuals, **KEVIN and SHELLY BURT**, individuals, **K J PROPERTIES, LLC**, a Washington Limited Liability Company, **PRO CENTER PROPERTIES, LLC**, a Washington Limited Liability Company, **QUINAULT INVESTMENTS, LLC**, a Washington Limited Liability Company, **KENNEWICK QUINAULT, LLC**, a Washington Limited Liability Company, hereinafter referred to as "Declarant" or "Developer".

W I T N E S S E T H:

WHEREAS, Declarant wishes to amend the Declaration of Covenants of Quinault Properties Professional Center recorded on the 27th day of January, 2004 under Auditor's File No. 2004-002776, records of Benton County, Washington;

NOW, THEREFORE, Declarant hereby makes the following amendments to the Declaration of Covenants of Quinault Properties Professional Center:

1) Section 3.12 of **ARTICLE III, Use Covenants, Conditions and Restrictions** shall be amended to read as follows:

Section 3.12 Signage. Signage is allowed on the exterior of any building to the extent it otherwise harmonizes with the exterior of the development. Signage can also be maintained on monument signs of less than sixteen (16) feet in height. All signage shall be of similar design and configuration so as to harmonize with the development. One temporary real estate sign not exceeding four (4) square feet may be erected upon any parcel for sale or rental. Such temporary real estate sign must be removed upon sale or rental of the parcel.

2) Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration
this 25th day of April 2011.

By: *John Westford*
JOHN WESTFORD

By: *Nancy Westford*
NANCY WESTFORD

By: *K. Burt*
KEVIN BURT

By: *Shelly Burt*
SHELLY BURT

KJ PROPERTIES, LLC

By: _____
_____, Manager/Member

PRO CENTER PROPERTIES, LLC

By: _____
_____, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration
this ___ day of _____ 2011.

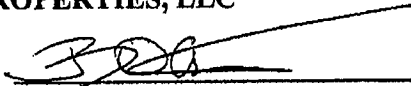
By: _____
JOHN WESTFORD

By: _____
NANCY WESTFORD

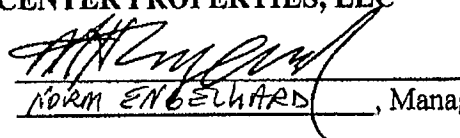
By: _____
KEVIN BURT

By: _____
SHELLY BURT

KJ PROPERTIES, LLC

By: 
Jerry W. Casford, Manager/Member

PRO CENTER PROPERTIES, LLC

By: 
NORM ENGELHARD, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration
this 25th day of April 2011.

By: *John Westford*
JOHN WESTFORD

By: *Nancy Westford*
NANCY WESTFORD

By: *Kc Burt*
KEVIN BURT

By: *Shelly Burt*
SHELLY BURT

KJ PROPERTIES, LLC

By: _____
_____, Manager/Member

PRO CENTER PROPERTIES, LLC

By: _____
_____, Manager/Member

QUINAULT INVESTMENTS, LLC

By: *P. G. White*
~~AUTHORIZED MEMBER~~, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration
this 25th day of April 2011.

By: 
JOHN WESTFORD

By: 
NANCY WESTFORD

By: _____
KEVIN BURT

By: _____
SHELLY BURT

KJ PROPERTIES, LLC

By: _____
_____, Manager/Member

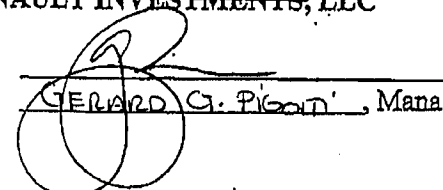
PRO CENTER PROPERTIES, LLC

By: _____
_____, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

KENNEWICK
QUINAULT INVESTMENTS, LLC

By: 
GERARD G. PIGAN, Manager/Member

STATE OF WASHINGTON)
)
COUNTY OF Whatcom.)

§

On this day personally appeared before me JOHN WESTFORD, to me known to be the individual described in and who executed the within and foregoing First Amendment to Declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposed therein mentioned.

GIVEN under my hand and official seal this 25th day of April 2011.



John W. Westford

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

Bellingham

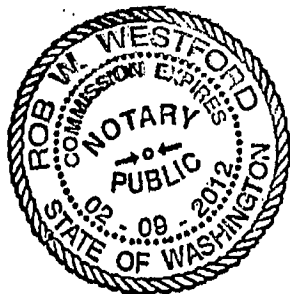
My Commission Expires: 2/9/2012

STATE OF WASHINGTON)
)
COUNTY OF Whatcom)

§

On this day personally appeared before me NANCY WESTFORD, to me known to be the individual described in and who executed the within and foregoing First Amendment to Declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposed therein mentioned.

GIVEN under my hand and official seal this 25th day of April 2011.



Rob W. Westford

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

Bellingham

My Commission Expires: 2/9/2012