



BRAEBURN LODGE CONDOMINIUMS

DISCLOSURE DOCUMENTS

NOTICE TO AGENTS: In order for a Purchase and Sale Agreement to be binding, the Limited Warranty/Public Offering Statement Addendum (found at the end of this disclosure packet) must be signed by the Purchaser and delivered to the Seller. Do not use an alternative Addendum form.

**BRAEBURN LODGE AT APPLE TREE,
A CONDOMINIUM**

PUBLIC OFFERING STATEMENT ACKNOWLEDGMENT

In connection with the purchase and sale of Unit _____ in BRAEBURN LODGE AT APPLE TREE, the undersigned Purchaser hereby acknowledges receipt, and Declarant certifies delivery, of the following (all of which are collectively referred to herein as the "POS"):

- Condominium Declaration
- Survey Map and Plans
- Survey Map and Plans
- Condominium Bylaws
- Permitted Uses and Restrictions
- Draft Common Expense Liability
- Draft Condominium Operating Budget

Purchaser and Declarant further acknowledge that Declarant is liable only for representations contained in the Public Offering Circular or other written documents signed by Declarant, and that this liability is limited as expressed in "Right to Cancel" and "Exhibits" Sections of this document.

Purchaser acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency" which is required by law.

Purchaser:

Dated: _____

Dated: _____

Dated: _____

Apple Tree Land Company

Dated: _____ By: _____
Its: Managing Partner

Apple Tree Construction, L.L.C.
8804 Occidental Avenue
Yakima, WA 98903
509.972.2740

Dated: _____ By: _____
Its: Manager

U:\DebbieG\Apple Tree\Bracburn Lodge\Bracburn Lodge Public Offering 020816.doc

**PUBLIC OFFERING STATEMENT
FOR
BRAEBURN LODGE AT APPLE TREE**

NOTICE OF PURCHASER'S RIGHT TO CANCEL

Unless a purchaser is given the public offering statement more than seven days before executing a contract for the purchase of a unit, the purchaser, before conveyance, shall have the right to cancel the contract within seven days after first receiving the public offering statement and, if necessary to have seven days to review the public offering statement and cancel the contract, to extend the closing date for conveyance to a date not more than seven days after first receiving the public offering statement. The purchaser shall have no right to cancel the contract upon receipt of an amendment to the public offering statement unless the purchaser would have that right under generally applicable legal principles. If a purchaser elects to cancel a contract, the purchaser may do so by hand-delivering or mailing notice (by prepaid United States mail) thereof to the Declarant at the address set forth in paragraph 2 of this Public Offering Statement (POS) or to the Seller's registered agent for service of process. Cancellation is without penalty, and all payments made by the purchaser before cancellation shall be refunded promptly.

NOTICE REGARDING REPRESENTATIONS

A purchaser may not rely on any representation or express warranty unless it is contained in the public offering statement or made in writing signed by the Declarant or by any person identified in the public offering statement as the Declarant's agent. The Declarant does not designate any agent for the foregoing purpose.

NOTICE ABOUT THIS PUBLIC OFFERING STATEMENT

This public offering statement is only a summary of some of the significant aspects of purchasing a unit in this condominium and the condominium documents are complex, contain other important information, and create binding legal obligations. You should consider seeking the assistance of legal counsel.

NOTICE AND CURE

CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

This Public Offering Statement ("POS") is being furnished to prospective purchasers of Units in Braeburn Lodge at Apple Tree (a Residential Condominium), (the "Condominium"), created by Apple Tree Construction Company, LLC a Washington limited liability company, (the "Declarant"), pursuant to a Condominium Declaration recorded, or to be recorded, in Yakima County (the "Declaration"). Capitalized terms not otherwise defined below shall have the meaning set forth in the Declaration.

Persons considering purchasing a Unit in this Condominium should not rely on oral statements made about the Unit, the Condominium or any aspect of the proposed purchase by real estate agents, brokers, sales people or any other person, and should not rely on written statements about such matters unless contained in the Public Offering Statement or made in writing signed by the Declarant or by a person identified in the Public Offering Statement as the Declarant's agent.

1. Name and address of Condominium:

Braeburn Lodge at Apple Tree
8905 Occidental Avenue
Yakima, WA 98903

2. Name and address of Declarant:

Apple Tree Construction, L.L.C.
2550 Borton Road
Yakima, WA 98908

3. Name and address of management company:

Apple Tree Resort Management Co.
8802 Occidental Avenue
Yakima, WA 98908

4. Relationship of management company to Declarant:

The management company is affiliated with and under common ownership with Declarant

5. Five most recent condominium projects completed by Declarant or affiliate of Declarant within last five years:

None.

6. Nature of interest being sold:

Fee Simple Title.

7. Brief description of permitted uses and restrictions relating to the Unit and the Common Elements taken from the Condominium Declarations:

See Declaration Article Ten.

8. Rental Restrictions.

Unit Owners (including Declarant) shall have the right to lease Units subject requirements and conditions of Declaration Section 10.11.

9. Number of Units and maximum number of Units that may be added:

The initial phase of the condominium community consists of twelve (12) condominium units. Declarant has reserved the right (but not obligation) to construct additional units on adjacent property (Assessor Parcel No. 181331-34510). Expansion of the condominium community may result in reallocation of Common Expense Liability Assessment and further subject to Declaration Article Sixteen.

10. Principal common amenities:

The condominium building structure, roof, hallways, elevators, parking area, walkways, entry areas, irrigation system, landscaping and similar common features (exclusive of garages) as more particularly described in Declaration Sections 4.1 and 4.2, and as shown on Survey Map and Plans. Common elements also include storm drainage, sanitary sewer, electricity, gas, water, telephone and cable utility systems, street lights and entry monuments located on the property and serving the Condominium Community.

11. Limited Common Elements:

The limited common areas include patios, decks, parking garages and interior features such as doors, windows, wall/ceiling surfaces, plumbing, electrical and other fixtures designed to serve the individual condominium residence more specifically identified in Declaration Section 4.3 and Survey Map and Plans.

12. Other real property the owner of which has access to any Common Element:

None.

13. Other real property to which owners of Units have access:

None.

14. Status of construction:

New construction. The initial phase construction of twelve (12) units has been substantially completed. Additional condominium units may be constructed at such time as determined by Declarant.

15. Estimated current common expense liability for Units:

Declarant has prepared a preliminary, estimated budget of the Association's expenses for the first year of operation. The estimated initial budget is attached to this POS as Exhibit G. The estimated initial budget was prepared based on the expected operating and maintenance costs of the Condominium. The actual expenses of the Association may be different. The estimated initial budget does not include costs of maintaining the Units.

The estimated initial budget is based on certain assumptions about the appropriate funding of the Reserve Funds for Common Elements. Declarant has not obtained a reserve study to accurately determine the reserve funding needs of the Condominium. The owners are encouraged to obtain such a study.

The initial average quarterly assessment for the Units is shown on the initial budget.

THIS ASSOCIATION DOES NOT HAVE A CURRENT RESERVE STUDY. THE LACK OF A CURRENT RESERVE STUDY POSES CERTAIN RISKS TO YOU, THE PURCHASER. INSUFFICIENT RESERVES MAY, UNDER SOME CIRCUMSTANCES, REQUIRE YOU TO PAY ON DEMAND AS A SPECIAL ASSESSMENT YOUR SHARE OF COMMON EXPENSES FOR THE COST OF MAJOR MAINTENANCE, REPAIR, OR REPLACEMENT OF A COMMON ELEMENT.

16. Estimated common expense liability payment due at closing:

At closing each Purchaser shall pay to the Association an amount equal to two (2) months Assessments which will be a nonrefundable contribution to the working capital of the Association, plus a pro rata portion of one month's assessment.

17. Estimated fees for use of Common Elements (not reflected in common expenses):
- None, except as determined by the Homeowner's Association in the future for special uses outside of normal residential use.
18. Any Assessments constituting liens against Units or Common Elements in favor of governmental agencies:
- Property taxes on the Unit and its interest in the Common Elements.
19. Parts of Condominium (other than Units) that owners must maintain:
- Each Owner shall be responsible for the maintenance, repair and replacement of all interior surfaces and components of a Unit as well as associated Limited Common Element including but not limited to ceilings, floors, doors, window frames, trim and perimeter walls; all facilities within the Unit; and all plumbing fixtures, water heaters, fans, heating equipment, electrical fixtures and appliances that serve the Owner's Unit, even if located outside of the Unit. Owner shall replace any broken glass in the windows or exterior doors of the Unit. See Declaration Section 13.2.
20. Conversion Condominium:
- This is not a conversion condominium.
21. Restrictions on timesharing:
- Timesharing of Units is not permitted. See Declaration Section 10.12.

22. Development Rights and Special Declarant Rights reserved by Declarant:

Declarant has reserved the following Special Declarant Rights and Development Rights which may be exercised, where applicable, within the Condominium Community. See Declaration Article Seven.

1. The right to complete the improvements and otherwise perform work authorized by Declaration or indicated on Survey Map and Plans.
2. The right to maintain sales offices, management offices, parking spaces, storage areas, construction yard and model residences.
3. The right to maintain signs and advertising on the Common Elements to advertise the Condominium Community.
4. The right to use easements through the Common Elements.
5. The right to control the Association during the period of Declarant Control.
6. The right to develop and construct additional phases of the condominium community.
7. The right to amend the Declaration and/or Survey Map and Plans with the exercise of any Declarant Rights.

The Declarant Control Period ends on the earlier of: (i) sixty (60) days after 75% of the Units are sold; (ii) two years after the last Unit is sold; (iii) three years after the first Unit is sold; or (iv) when the Declarant elects to terminate its control. See Declaration Article 8. The right to maintain sales facilities terminates ninety (90) days after the last Unit is sold. Otherwise, these Special Declarant Rights terminate twenty (20) years after the Declaration is recorded. See Declaration Section 7.3.

23. Material differences between model Unit and other Units:

There are or will be multiple model units. The model units and the furnishings, fixtures, finishes and equipment in them are displayed only for illustration. The furnishing, fixtures, finishes and equipment in the model units have been chosen to accentuate the possibilities of the homes for sale in the condominium. These items may or may not be available at the time of sale and may or may not

be available through an upgrade (and increased cost) from the standard furnishings, fixtures, finishes or equipment. They do not constitute an agreement by Seller to deliver a Unit in accordance with the model units. Furniture and artwork are not included in any sale.

24. Liens on property to be conveyed to the Association:

None.

25. Physical hazards known to Declarant that particularly affect the Condominium or the immediate vicinity of the Condominium which are not readily ascertainable by purchaser:

Condominium is adjacent to Apple Tree Golf Course and Condominium and Common areas may be subject to errant golf shots.

26. Brief description of construction warranties:

Under the Condominium Act, a declarant of a condominium warrants that the units, the common elements and the limited common elements are suitable for the ordinary uses of real estate of their type and that the units, the common elements and the limited common elements and improvements thereto will be free from defective materials and will be constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner. In the case of this Condominium, Owners of Units should consider the one-year warranty (from date of substantial completion) that Declarant will provide as the only substantive warranty protection for the Unit Owner or Association of Unit Owners for construction defects. Declarant will assign to Owners or the Association, as appropriate, any warranties issued by any manufacturer or supplier of new equipment or appliances installed in the Units or Common Areas.

27. Building code violation citations received by Declarant which have not been corrected:

None.

28. Any unsatisfied judgments or pending suits against the Association or that are material to the Condominium:

None.

29. Any litigation brought by an owner=s association, Unit owner or governmental entity against Declarant or an affiliate of Declarant arising out of the construction, sale or administration of a condominium within the last five years:

None.

30. Any rights of first refusal to lease or purchase the Units or the Common Elements:

None.

31. Extent to which Association insurance covers furnishings, fixtures and equipment in the Units:

The extent to which Association insurance covers Unit furnishings, fixtures and equipment is determined by the provisions of the Association policy, and possible endorsements thereto, which may be modified from time to time. The current policy contains Unit Coverage Endorsement insuring the following: (a) fixtures, improvements and alterations that are a part of the building or structure; and (b) appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping. Purchaser should review the policy prior to closing and carefully determining the extent of coverage and what the Purchaser's Unit policy should cover.

32. The following exhibits and documents are part of this POS:

<u>Exhibit</u>	<u>Type of Document</u>
Exhibit A	Condominium Declaration of Braeburn Lodge at Apple Tree, a residential condominium.
Exhibit B	Survey Map and Plans
Exhibit C	Association Articles of Incorporation
Exhibit D	Association Bylaws
Exhibit E	Description of Permitted Uses and Restrictions

Exhibit F	Initial Association Rules and Regulations
Exhibit G	Initial Association Budget
Exhibit H	Estimated Monthly Common Expense Liability
Exhibit I	Form of Limited Warranty Addendum

Exhibit A

Braeburn Lodge at Apple Tree, a Condominium

Condominium Declaration



* 7 9 1 2 2 3 8 6 1 *

RECORDED AT THE REQUEST OF:
James C. Carmody
Meyer, Fluegge & Tenney P.S.
230 South Second Street
Yakima, Washington 98901

FILE# 7912238
YAKIMA COUNTY, WA
06/17/2016 12:02:15PM
DECLARATION
PAGES: 61
HUIBREGTSE LOUMAN ASSOCIATES

Recording Fee: 133.00

**NOT SUBJECT TO
REAL ESTATE EXCISE TAX**
S. Webb JUN 17 2016
DEPUTY TREASURER

CONDOMINIUM DECLARATION
OF
BRAEBURN LODGE AT APPLE TREE
(A RESIDENTIAL CONDOMINIUM)

<p>Reference number(s) (if applicable): None</p> <p>Grantors/Declarants:</p> <ol style="list-style-type: none"> APPLE TREE CONSTRUCTION COMPANY LLC, a Washington limited liability company <p>Grantee: BRAEBURN LODGE AT APPLE TREE CONDOMINIUM</p> <p>Abbreviated Legal Description:</p> <ol style="list-style-type: none"> Section 31 Township 13 Range 18 Quarter SW: SPM AF 7886105 Lot 2 Complete legal description is on Schedule A of document. <p>Assessor's Tax Parcel ID Number(s): 181331-34511</p>

DATE: May ____, 2016

DECLARANT: (1) **APPLE TREE CONSTRUCTION COMPANY, LLC**
a Washington limited liability company

CONDOMINIUM PROPERTY:

Lot 2 of that Short Plat recorded under Auditor's File No. 7886105,
records of Yakima County, Washington.

TABLE OF CONTENTS

ARTICLE ONE - CONSTRUCTION AND VALIDITY OF DECLARATION1

ARTICLE TWO - DEFINITIONS.....3

ARTICLE THREE - NATURE AND INCIDENTS OF THE10

ARTICLE FOUR - COMMON AND LIMITED COMMON ELEMENTS19

ARTICLE FIVE - EASEMENTS.....21

ARTICLE SIX - MANAGEMENT OF CONDOMINIUM – OWNER’S ASSOCIATION.....22

ARTICLE SEVEN - SPECIAL DECLARANT RIGHTS AND DEVELOPMENT
RIGHTS..... 25

ARTICLE EIGHT - DECLARANT CONTROL PERIOD.....26

ARTICLE NINE - BUDGET AND ASSESSMENTS.....28

ARTICLE TEN - RESTRICTIVE COVENANTS AND OBLIGATIONS35

ARTICLE ELEVEN - INSURANCE.....38

ARTICLE TWELVE - DAMAGE AND REPAIR OF DAMAGE TO PROPERTY.....41

ARTICLE THIRTEEN - MAINTENANCE, REPAIR AND RECONSTRUCTION43

ARTICLE FOURTEEN - CONDEMNATION.....44

ARTICLE FIFTEEN - MORTGAGEE PROVISIONS.....45

ARTICLE SIXTEEN - EXPANSION AND PHASED DEVELOPMENT48

ARTICLE SEVENTEEN - DURATION, AMENDMENT AND TERMINATION OF THE
DECLARATION.....49

ARTICLE EIGHTEEN - GENERAL PROVISIONS.....51

SCHEDULE

- A LEGAL DESCRIPTION OF THE REAL PROPERTY SUBMITTED TO THE CONDOMINIUM DECLARATION OF BRAEBURN LODGE AT APPLE TREE CONDOMINIUMS
- B TABLE OF INTERESTS (FIRST PHASE)
- C CERTIFICATE OF SUBSTANTIAL COMPLETION (FIRST PHASE)
- D SURVEY MAP AND PLANS

THE
CONDOMINIUM DECLARATION
OF
BRAEBURN LODGE AT APPLE TREE CONDOMINIUM

PREAMBLE

THIS DECLARATION is made on the date hereinafter set forth by Apple Tree Construction Company LLC, a Washington limited liability company ("Declarant").

WHEREAS, Declarant is the owner of certain real property located in Yakima, Washington, as more particularly described on the attached **Schedule A**; and

WHEREAS, Declarant intends to create a condominium community on said real property together with other improvements thereon in accordance with the Washington Condominium Act, codified RCW 64.34, as it may be from time to time amended; and

WHEREAS, Declarant will convey said real property, subject to the protective covenants, conditions and restrictions as hereinafter set forth.

NOW THEREFORE, Declarant hereby submits the condominium property and improvements to be constructed thereon as more specifically set forth in the Survey Map and Plans attached hereto as **Schedule D**, to the condominium form of ownership and use in the manner provided by the Condominium Act. The name by which this condominium is to be identified is Braeburn Lodge at Apple Tree Condominium (hereinafter the condominium). The condominium is located at 8905 Occidental Avenue, Yakima, Washington 98903.

Declarant hereby declares that all of the said real property described on said **Schedule A** shall be held and conveyed subject to the following covenants, conditions and restrictions, all of which are declared and agreed to be for the protection of the value of the said real property, and for the benefit of any persons having any right, title or interest in the said real property. Said covenants, conditions and restrictions shall be deemed to run with the land and shall be a burden and a benefit to any persons acquiring such interest their grantees, heirs, legal representatives, successors and assigns.

ARTICLE ONE CONSTRUCTION AND VALIDITY OF DECLARATION

Section 1.1 Purpose. Declarant has recorded this Declaration for the purpose of creating a condominium of the real property described in **Schedule A** under the Condominium Act.

Section 1.2 Construction. The creation and operation of the Condominium is governed by this Declaration, the Survey Map and Plans and the Condominium Act. In the event a provision of the Declaration or Survey Map and Plans is inconsistent with a provision of the Condominium Act, the provisions of the Condominium Act will prevail. In the event of a conflict between a provision of this Declaration and the Bylaws, the Declaration will prevail except to the extent the Declaration is inconsistent with the Condominium Act. An insignificant failure of the Declaration or the Survey Map and Plans, or any amendment thereto, to comply with the Condominium Act will not, however, invalidate the creation of the Condominium nor will it make unmarketable or otherwise affect the title to a Unit and its Common Ownership Interest.

Section 1.3 Covenant Running With Land. This Declaration shall operate as a covenant running with the land, or equitable servitude, and shall bind Declarant, its successors and assigns, and all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

Section 1.4 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.

Section 1.5 Percentage of Owners or Mortgagees. For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee holds Mortgages on more than one Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such Mortgage so held.

Section 1.6 Reference to Survey Map and Plans. The Survey Map and Plans were filed with the Recorder of Yakima County, Washington, simultaneously with the recording of this Declaration under File No. 7912237, in Volume _____ of Condominiums, Pages through _____. This Declaration shall be effective as of the first date that it and the Survey Map and Plans are recorded.

ARTICLE TWO DEFINITIONS

Section 2.1 Words Defined. As used in this Declaration, unless the context otherwise requires, the following definitions shall apply. The singular form of words includes the plural and the plural includes the singular. Masculine, feminine and neutral pronouns are used interchangeably. 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's Act will prevail.

Section 2.2 "Agencies" means and collectively refers to the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), United States Department of Housing and Urban Development (HUD) or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities.

Section 2.3 "Allocated Interests" means the Common Ownership Interest, the Common Expense Assessment Liability and the Voting Interest allocated to each of the Units in the Condominium. The formulas used to establish the Allocated Interests are as follows:

(a) Common Ownership Interest. Common Ownership Interest means the undivided ownership interest in Common Elements as calculated on the basis of the proportion of the approximate finished square footage of a Unit to the total approximate finished square footage area of all Units within the Condominium as described on **Schedule B**.

(b) Common Expense Assessment Liability. All Common Expenses (other than Specially Allocated Expenses) shall be assessed against Units in proportion to their respective Common Ownership as set forth on attached **Schedule B**. Declarant shall revise the Common Expense Assessment Liability in the event of expansion of the Condominium Community in a manner consistent with the initial allocation set forth on **Schedule B**.

(c) Voting Interest. Owner of each Unit within the Condominium Community shall be entitled to one vote for each Unit owned.

(d) Determination of Allocated Interest. The allocated interest has been determined by Declarant and set forth in attached **Schedule B**.

(e) Reallocation - Additional Units. In the event that Declarant exercises its right to enlarge this Condominium Community by construction of additional Units in subsequent phases of the project, Allocated Interests in the Common Elements and Common Expense Assessment Liability, shall be reallocated by Declarant in a manner consistent with the above formulas. Owner of each Unit within the expanded Condominium Community shall be entitled to one vote in a manner consistent with provisions contained herein.

Section 2.4 "Articles" means the Articles of Incorporation of Association.

Section 2.5 "Assessments" means all sums chargeable by the Association against a Unit including, without limitation: (a) Common Expense Assessments, (b) Specially Allocated Assessments, (c) Individual Assessments, (d) charges and fines imposed by the Association; (e) interest and late charges on any delinquent account; and (e) all costs of collection, including reasonable attorney's fees, incurred by Association in connection with enforcement of any provision of this Declaration or collection of a delinquent account.

Section 2.6 "Assessment Lien" means the statutory lien on a Unit for any Assessment levied against that Unit together with all Costs of Enforcement. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

Section 2.7 "Association" means BRAEBURN LODGE HOMEOWNERS CONDOMINIUM ASSOCIATION, a Washington nonprofit corporation, its successors and assigns. Administration of the Condominium Community and Association shall be governed by the Articles of Incorporation, Bylaws and Declaration, subject to the requirements of Condominium Act.

Section 2.8 "Authorized Users" means the agents, servants, tenants, family members, invitees, and licensees of an Owner who are accorded rights, directly or indirectly by that Owner to use or access all or a portion of that Owner's Unit and its appurtenant interest in the Common Elements.

Section 2.9 "Board of Directors" or "Board" means the Board of Directors of Association duly elected pursuant to the Bylaws of Association or appointed by Declarant as therein provided. Board of Directors is the governing body of Association and shall act on behalf of Association.

Section 2.10 "Books and Records of the Association" means all documents in the possession or control of the Association, including, without limitation, the following:

(a) Declaration, Survey Map and Plans, Articles, Bylaws and other rules and regulations governing the Condominium or any part thereof, and all amendments thereto;

(b) Minute books, including all minutes, of all Owner, Board, Officer, committee or other meetings relating to the Condominium or any part thereof, including all reports, documents, communications or written instruments attached thereto or referenced therein;

(c) All financial records, including without limitation, canceled checks, bank statements and financial statements of the Association and source documents from the time of incorporation of the Association through the current date;

(d) All reports, documents, communications or written instruments pertaining to the personal property of the Association or Condominium or any part thereof or the construction, remodeling, maintenance, repair, replacement or condition of the Condominium or any part thereof;

(e) All insurance policies or copies thereof for the Association or Condominium or any part thereof;

(f) Copies of any certificates of occupancy that may have been issued for the Condominium or any part thereof;

(g) Any other permits or notices by governmental bodies applicable to the Condominium or any part thereof in force or issued;

(h) All written warranties that are still in effect for the Condominium or any part thereof; or any other areas or facilities that the Association has the responsibility for maintaining, from the Declarant, contractor, subcontractors, suppliers, and manufacturers, together with all owners' manuals or instructions furnished with respect to installed equipment or building systems;

(i) A roster of Owners, officers and Directors and Eligible Mortgagees and their addresses and telephone numbers, if known;

(j) Any leases of the Common Elements or areas and other leases to which the Association is a party; any employment, service, consultation, professional or other contracts in which the Association, Board or officer is one of the contracting parties, or in which the Association or the Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge, or which in any way relate to the Condominium or any part thereof;

(k) All reports, documents, communications or written instruments pertaining to any litigation or other legal or mediation/arbitration proceeding (whether pending, threatened, or under consideration) to which the Association (or Board, officer or Owner) is or may be a party, or which may relate to or affect the Condominium or any part thereof; and

(l) All other reports, documents, communications or written instruments in any way relating to or affecting the Association, Board, officers, Owners or the Condominium or any part thereof.

Section 2.11 "Building" means any building located in the Condominium Community and within which one or more Condominium Residences are located. Building shall include any future structures constructed in subsequent phases within the Condominium Community.

Section 2.12 "Bylaws" means the bylaws of the Association as adopted or amended from time to time by the Board of Directors.

Section 2.13 "City" means the City of Yakima, Washington.

Section 2.14 "Common Elements" means all portions of the Condominium other than units. Common Elements shall include any facilities, improvements and/or fixtures which may be within a Unit which are or may be necessary or convenient to the support, existence, use, maintenance, repair or safety of a Building or any other Unit therein and includes those Common Elements which are assigned to the exclusive use of one or more, but not all, of the Unit (Limited Common Elements).

Without limiting the generality of the foregoing, the following shall constitute Common Elements:

(a) all of the real property, landscaping, driveways, easements and nonassigned

parking areas as designated on the Survey Map and Plans;

(b) all foundations, columns, beams and supports of the Building;

(c) exterior walls of the Building, the bearing and utility walls within the Building, the main and bearing subflooring and the roofs of the Building;

(d) all utility, service and maintenance rooms, fixtures, apparatus, installations and central facilities for power, light, gas, telephone, television, hot water, cold water, heating, incineration, or similar utility, service or maintenance purposes, including furnaces, apparatus, installations, facilities, all of which serve more than one Residence and are not located within an Residence;

(e) all other parts of the Condominium Community necessary in common use or convenient to its existence, maintenance and safety.

Common Elements shall also include additional buildings, areas and services associated with the development and addition of future phases as more particularly described in Supplemental Declarations.

Section 2.15 "Common Expenses" means expenditures made by or financial liabilities of the Association, including expenses related to the maintenance, repair and replacement of Common Elements, allocations to reserves, and expenses related to any utility services provided by or billed through the Association to the Owners. Some Common Expenses are allocated to the Units according to the Common Expense Liability of the Unit. Other common expenses are Specially Allocated Expenses.

Section 2.16 "Common Expense Assessments" means all sums chargeable by Association against a Unit with regard to expenses and liabilities related to association activities; repair, maintenance or replacement of common areas and facilities; reserve funds; and other matters for the common benefit of the Condominium.

Section 2.17 "Common Expense Liability" means the liability for the Common Expenses (other than Specially Allocated Expenses) allocated to each Unit which is determined in accordance with that Unit's Common Expense Assessment.

Section 2.18 "Condominium" means the condominium created under this Declaration and the Survey Map and Plans.

Section 2.19 "Condominium Act" or "Act" means the Washington Condominium Act, codified as RCW 64.34 as it may from time to time be amended.

Section 2.20 "Condominium Residence" or "Residence" means the individual air space of each Unit which is contained in an enclosed room or rooms occupying all or part of a floor or floors in the Building not including, however, any of the Common Elements located within such air space. Each Condominium Residence is shown on the Survey Map and Plans and is identified thereon with a number.

Section 2.21 "Condominium Community" means the real property described on Schedule A and any improvements located or constructed thereon and known as BRAEBURN LODGE AT APPLE

TREE CONDOMINIUMS. Declarant has initially created twelve (12) condominium units and reserves the right to create additional units on the adjacent real property. The current and additional units shall constitute the Condominium Community subject, however, to Declarant's reserved rights contained herein.

Section 2.22 "Conveyance" means any transfer of the ownership of a Unit, including transfer by deed, real estate contract or other transfer of ownership. Conveyance does not mean transfer solely as security for a debt or other obligation.

Section 2.23 "Costs of Enforcement" means any and all fees, late charges, interest, expenses, including receiver's fees, and reasonable attorneys' fees and costs incurred by Association (a) in connection with the collection of the Assessments and Fines, or (b) in connection with the enforcement of the terms, conditions and obligations of the Project Documents. The costs of collection or enforcement are assessable whether or not such activities result in suit being commenced or prosecuted to judgment.

Section 2.24 "County" means Yakima County, Washington.

Section 2.25 "Declarant" means Apple Tree Construction Company, L.L.C., a Washington limited liability company, and its successors and assigns.

Section 2.26 "Declaration" means this Condominium Declaration and Survey Map and Plans as they may be amended from time to time.

Section 2.27 "Declarant Control" means the right of the Declarant or persons designated by the Declarant to a point and remove officers of the Association and members of the Board, or to veto or approve a proposed action of the Board or Association, pursuant to ARTICLE EIGHT.

Section 2.28 "Development Rights", and "Special Declarant Rights" means any rights expressly reserved by Declarant under ARTICLE SEVEN hereof, including (a) add real property or improvements to the Condominium; (b) create Units, Common Elements, or Limited Common Elements (including parking spaces and storage areas) within the real property included or subsequently added to the Condominium; (c) subdivide Units or convert Units into Common Elements; (d) withdraw real property from the Condominium; or (e) reallocate Limited Common Elements (including parking spaces and storage areas) with respect to Units that have not been conveyed by the Declarant.

Section 2.29 "Eligible Mortgagee" means a contact information Mortgagee who has delivered to 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. The request must state the name and address of the Eligible Mortgagee and the Identifying Number or address of the Unit on which it holds (or ensures or guarantees) a mortgage..

Section 2.30 "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage or a deed in lieu thereof.

Section 2.31 "Garage Space" shall mean the garage area designated on the Survey Map and Plans as Limited Common Areas appurtenant to the associated numbered Unit and is limited to and reserved for the exclusive use of such Unit.

Section 2.32 "Governing Documents" means this Condominium Declaration, the Survey Map and Plans, Articles of Incorporation and Bylaws of Association, and the Rules and Regulations of Association, if any.

Section 2.33 "Guest" means (a) any person who resides with an Owner within the Condominium Community; (b) a guest or invitee of an Owner; or (c) an occupant or tenant of a Unit within the Condominium Community, and any members of his or her household, invitee or cohabitant of any such person.

Section 2.34 "Identifying Number" means the number of each Unit shown on the Survey Map and Plans and in Schedule B.

Section 2.35 "Limited Common Elements" means those areas which are limited to and reserved for the exclusive use of the Owner of a particular Condominium Unit. Limited Common Elements shall also include the following:

Those items set forth in RCW 64.34.204(2) and (4), including, but not limited to: any portion of a chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside of the designated boundaries of the Unit and which serves only that Unit; any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and exterior doors and windows and other fixtures designed to serve a single Unit, which are located outside the Units boundaries, are considered Limited Common Elements allocated exclusively to that Unit. In addition to the Limited Common Elements provided for in RCW 64.34.240(2) and (4), the following shall be Limited Common Elements:

(a) A patio or deck adjacent to a Unit as shown on the Survey Map and Plans shall be a Limited Common Element allocated to the adjacent Unit.

(b) Each Garage Area shown on the Survey Map and Plans shall be a Limited Common Element allocated to the Unit by reference to the Identifying Number, e.g. Garage 101A is allocated or assigned for the limited use by Unit 101A. The Owner of the Unit to which a garage area is allocated shall have the right to control the parking of vehicles and use of the garage area.

(c) Any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that lies partially within and partially outside the designated boundaries of a Unit and that serves only that Unit is a Limited Common Element. Any portion of such facilities that serve more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(d) Any shutters, doorsteps, decks, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside the Units Boundaries, are Limited Common Elements allocated exclusively to that Unit.

Section 2.36 "Managing Agent" means the person or entity designated by the Board of Directors may engage to administer and manage the affairs of Association.

Section 2.37 "Member" means each Owner.

Section 2.38 "Mortgage" means any mortgage, deed of trust or real estate contract.

Section 2.39 "Mortgagee" means any holder, insurer or guarantor of a Mortgage on a Unit.

Section 2.40 "Owner" or "Unit Owner" means the owner of record of a Unit but does not include any Person who (a) has an interest solely as security for an obligation; (b) is the beneficiary of rights under easements and/or covenants granted by an Owner, or (c) or is merely renting or leasing a unit. A contract vendee under a real estate contract shall be considered the owner of a Unit.

Section 2.41 "Period of Declarant Control" means that period of time defined in ARTICLE EIGHT hereof.

Section 2.42 "Person" means a natural person, corporation, partnership, limited partnership, trust, limited liability company, joint venture, or any other legal entity recognized as being capable of owning real property under the laws of the state of Washington.

Section 2.43 "Rules and Regulations" means the rules and regulations adopted by the Board of Directors for the regulation and management of the Condominium Community as amended from time to time.

Section 2.44 "Security Interest" means an interest in real estate or personal property created by contract which secures payment of an obligation. The term includes a lien or encumbrance created by a deed of trust, mortgage, real estate contract, and/or security agreement/financing statement (UCC-1).

Section 2.45 "Special Allocated Assessments" is as defined in Section 9.5(b) hereof.

Section 2.46 "Special Declarant Rights" means rights reserved for the benefit of the Declarant (including any Development Rights) as specified in ARTICLE SEVEN.

Section 2.47 "Supplemental Declaration" means a written instrument containing covenants, conditions and restrictions which is recorded with regard to subsequent phases of Condominium development.

Section 2.48 "Survey Map and Plans" means the survey map and plans for the Condominium. Section 1.6 refers to the recording number of the Survey Map and Plans, which were recorded simultaneously with the Declaration. The Survey Map and Plans include any recorded amendments, corrections, and addenda thereto.

Section 2.49 "Unit" or "Condominium Unit" means the separate fee simple ownership interest in a Condominium Residence, and all improvements contained therein, together with the appurtenant undivided interest in the Common Elements and Limited Common Elements. Unit includes the following:

- (a) The walls, floors or ceilings are the boundaries of a Unit, and all lath furring,

wallboard, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces are part of the Unit. All other portions of the walls, floors, or ceilings are part of the Common Elements.

(b) All spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are part of the Unit.

Section 2.50 "Voting Interest" means the proportionate number of votes in the Association allocated to each Unit, as described in Section 6.7.

ARTICLE THREE NATURE AND INCIDENTS OF THE CONDOMINIUM COMMUNITY

Section 3.1 Name of Condominium. The name of the Condominium created by this Declaration and the Survey Map and Plans is BRAEBURN LODGE AT APPLE TREE (A Residential Condominium).

Section 3.2 Description of Land. The real property included in the Condominium is situated in Yakima County, Washington and legally described as follows:

Lot 2 of that Short Plat recorded under Auditor's File No. 7886105,
records of Yakima County, Washington.

Declarant reserves the right to add real property to the Condominium.

Section 3.3 Condominium Development. The Condominium Community may be developed in phases.

(a) Initial Phase. The first phase of development shall consist of twelve (12) units described herein and set forth on the Survey Map and Plans.

(b) Reserved Future Additions. Declarant reserves the right but not the obligation to create additional real property and Units by the expansion of the Condominium Community in accordance with ARTICLE SEVEN hereof. The future expansion may be undertaken in phases and at such times as determined by Declarant. It is further acknowledged that Declarant is not obligated to proceed with construction of future phases and that the real property designated for possible development may be withdrawn from the Condominium Community.

Section 3.4 Number and Identification of Units. The Condominium shall initially contain twelve (12) Units. The location and configuration of each Unit created by this Declaration are shown on the Survey Map and Plans. **Schedule B** of this Declaration contains the following information as to each Unit created by this Declaration:

(a) Unit Designation. The identifying number of each Unit created by the Declaration.

(b) Unit Data. With respect to each Unit created by this Declaration, Schedule B sets forth the following data for each Unit: (i) the approximate unit dimensions; (ii) the approximate square footage of the Residence located with the Unit; (iii) the associated patio or deck; (iv) the associated garage area; and (v) other designated features of the Unit.

(c) Allocated Interests. With respect to each Unit, its allocation of Common Ownership Interests, Common Expense Liability and Voting Interests, as described herein.

(d) Title. A Unit may be held and owned in any real property tenancy relationship recognized under the laws of the State of Washington.

Section 3.5 Unit Boundaries. Boundaries of the Units are planes in space. The locations of the vertical boundaries (the side of the Units) are depicted on the Survey Map and Plans. The elevations of the horizontal boundaries (the bottom and top of the Units) are noted on the Survey Map and Plans. The residential boundaries shall be further defined as follows:

(a) Interior Surfaces. The interior unfinished surfaces of the perimeter walls, floors and ceilings are the boundaries of a Condominium Residence (as shown on the Survey Map and Plans), and all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Condominium Residence. All other portions of the walls, floors, or ceilings are part of the Common Elements. All spaces, interior partitions, or other fixtures and improvements within the boundaries of a Condominium Residence are a part of the Residence.

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

(c) Doors, Windows, Etc. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and all doors and windows or other fixtures along the perimeter boundary or designed to serve a single Condominium Residence, but located outside the Residence's boundaries, are Limited Common Elements allocated exclusively to that Residence.

Section 3.6 Description of Units. The specific characteristics of the Condominium Units shall be as follows:

UNIT 101A:	
Approximate Area (excluding garage)	1,290 square feet
Description	One level consisting of kitchen, dining room, great room, two bedrooms, two bathrooms, one built-in gas fireplace and other

	facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage - Garage 101A
Common Area Access	Unit is located on ground floor with access from the westerly common area hallway.
Limited Common Area	Approximately 168 square foot patio

UNIT 102A:	
Approximate Area (excluding garage)	1,444 square feet
Description	One level consisting of kitchen, dining room, great room, two bedrooms, two bathrooms, one built-in gas fireplace and other facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage -- Garage 102A
Common Area Access	Unit is located on ground floor with access from the westerly common area hallway.
Limited Common Area	Approximately 216 square foot patio

UNIT 103A:	
Approximate Area (excluding garage)	1,451 square feet
Description	One level consisting of kitchen, dining room, great room, one bedroom, one bathroom, one built-in gas fireplace, a lockout unit with one bedroom and one bathroom and other facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage - Garage 103A

Common Area Access	Unit is located on ground floor with access from the westerly common area hallway.
Limited Common Area	Approximately 216 square foot patio
UNIT 104A:	
Approximate Area (excluding garage)	1,698 square feet
Description	One level consisting of kitchen, dining room, great room, three bedrooms, two bathrooms, one built-in gas fireplace and other facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage – Garage 104A
Common Area Access	Unit is located on main floor with access from the common area hallway.
Limited Common Area	Approximately 344 square feet of patios
UNIT 201A:	
Approximate Area (excluding garage)	1,290 square feet
Description	One level consisting of kitchen, dining room, great room, two bedrooms, two bathrooms, one built-in gas fireplace and other facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage – Garage 201A
Common Area Access	Unit is located on second floor with access from the common area hallway accessed by stairway and/or elevator.
Limited Common Area	Approximately 168 square foot deck

UNIT 202A:	
Approximate Area (excluding garage)	1,444 square feet
Description	One level consisting of kitchen, dining room, great room, two bedrooms, two bathrooms, one built-in gas fireplace and other facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage -- Garage 202A
Common Area Access	Unit is located on second floor with access from the common area hallway accessed by stairway and/or elevator.
Limited Common Area	Approximately 216 square foot deck
UNIT 203A:	
Approximate Area (excluding garage)	1,451 square feet
Description	One level consisting of kitchen, great room, one bedroom, one bathroom, two built-in gas fireplaces, a lockout unit with one bedroom and one bathroom and other facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage -- Garage 203A
Common Area Access	Unit is located on second floor with access from the common area hallway accessed by stairway and/or elevator.
Limited Common Area	Approximately 216 square foot deck
UNIT 204A:	
Approximate Area (excluding garage)	1,698 square feet
Description	One level consisting of kitchen, dining room, great room, three bedrooms, two bathrooms, one built-in gas fireplace and other

	facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage -- Garage 204A
Common Area Access	Unit is located on second floor with access from the common area hallway from stairway and elevator.
Limited Common Area	Approximately 344 square foot deck
UNIT 301A:	
Approximate Area (excluding garage)	1,299 square feet
Description	One level consisting of kitchen, dining room, great room, two bedrooms, two bathrooms, one built-in gas fireplace and other facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage -- Garage 301A
Common Area Access	Unit is located on the third floor with access from the common area hallway accessed by stairway and/or elevator.
Limited Common Area	Approximately 168 square foot deck
UNIT 302A:	
Approximate Area (excluding garage)	1,444 square feet
Description	One level consisting of kitchen, dining room, great room, two bedrooms, two bathrooms, one built-in gas fireplace and other facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage -- Garage 302A

Common Area Access	Unit is located on the third floor with access from the common area hallway accessed by stairway and/or elevator.
Limited Common Area	Approximately 216 square foot deck
UNIT 303A:	
Approximate Area (excluding garage)	1,451 square feet
Description	One level consisting of kitchen, dining room, great room, one bedroom, one bathroom, one built-in gas fireplace, a lockout unit with one bedroom and one bathroom and other facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage -- Garage 303A
Common Area Access	Unit is located on the third floor with access from the common area hallway accessed by stairway and/or elevator.
Limited Common Area	Approximately 216 square foot deck
UNIT 304A:	
Approximate Area (excluding garage)	1,698 square feet
Description	One level consisting of kitchen, dining room, great room, three bedrooms, two bathrooms, one built-in gas fireplace and other facilities set forth on survey plans and specifications.
Type of Heat	Gas
Parking Spaces	One-car detached garage -- Garage 304A
Common Area Access	Unit is located on the third floor with access from the common area hallway accessed by stairway and/or elevator.
Limited Common Area	Approximately 344 square foot deck

Limited Common Elements may be identified herein or on the Survey Map and Plans or in the

Condominium Act. Any Limited Common Elements which is accessible from, associated with and which adjoins a Unit and identified as Limited Common Elements on the Map shall without further reference thereto, be used in connection with such Unit to the exclusion of the use thereof by the other Owners except by invitation.

Section 3.6 Right to Combine Units. An Owner may physically combine one Unit with one or more adjoining Units subject to (a) the review and written approval of the Board of Directors; (b) compliance with the Condominium Act; and (c) the receipt of all requisite approvals from the municipality having jurisdiction. In the event that any such combination of Units is authorized, such combined Unit shall also include the fixtures and improvements and of the undivided interest in the Common Elements appurtenant to such Units.

Board of Directors shall have further authority to designate and convey to said Owner of such combined Units additional Limited Common Elements appurtenant to such Unit, any walls, floors or other structural separation for the combination of such Units, provided, however, that such walls, floors or other structural separations for such space shall automatically become Common Elements if the combined Units become subject to separate ownership in the future.

Board of Directors shall also have authority to grant easements through the Common Elements to accomplish the combining of the Units. Any Assessment related to each Unit shall remain the same, as will the voting rights for such Units.

Section 3.7 Inseparability of a Unit. An Owner's undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Condominium Unit to which it is appurtenant and shall be deemed to be conveyed or encumbered with the Condominium Unit even though the interest is not expressly mentioned or described in a deed or other transfer document.

Section 3.8 No Partition. Common Elements shall remain undivided, and no owner or any other person shall be entitled or authorized to initiate any action or proceeding for partition or division of the Common Elements. Similarly, no action or proceeding shall be initiated for the physical partition or subdivision of a Condominium Residence or a Unit between or among the Owners thereof, provided, however, an action of partition of a Unit shall be permitted by a sale and the division of the sale proceeds.

Section 3.19 Separate Taxation. Each Unit shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, including real and personal property taxes and Specially Allocated Assessments. Neither the Building nor the Common Elements shall be deemed to be a parcel. The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

Section 3.10 Mechanic's/Materialmen's Liens Against the Condominium Units. Upon the completion of the Condominium Community by Declarant and payment of all of the costs thereof, then, no mechanic's or materialmen's lien (hereinafter collectively mechanic's liens) shall arise or be effective against the Condominium Community.

(a) Mechanic's liens can only arise or be created against a Condominium Unit in the same

manner and under the same conditions as mechanic's liens can arise or be created upon any other parcel of real property subject to individual ownership.

(b) No labor performed or materials furnished, with the consent or at the request of an Owner or his or her agent, shall be the basis for the filing without the prior written consent of the other Unit Owner or Board of a mechanic's lien pursuant to law against the Unit of another Owner or the Common Elements, except that express consent shall be deemed to be given by the Owner of any Unit to the Board in the case of emergency repairs.

(c) Labor performed or materials furnished for the Common Elements, if duly authorized by the Board of Directors in accordance with the Declaration or Bylaws, shall be deemed to be performed or furnished with the express consent of each Owner, and shall be the basis for the filing of a mechanic's lien pursuant to law against each of the Units within the Condominium Community.

(d) In the event a mechanic's lien is effected against two or more Units, Owners of each of the separate Units may remove their Condominium Unit from the mechanic's lien by payment of the fractional or proportional amount attributable to each of the Units affected. Individual payment shall be determined in accordance with the Percentage Ownership Interest in the Common Elements. Upon payment, discharge or other satisfaction, such Unit shall promptly be released from such lien. Partial payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce his or her rights against any Unit not so released.

(e) Each Owner shall indemnify and hold each of the other Owners harmless from and against liability or loss arising from the claim of any mechanic's lien against the Unit of the Owner, or any part thereof, for labor performed or for materials furnished in the course of work performed on such Owner's Unit. At the written request of any Owner, Board shall enforce such indemnity by collecting from the Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such mechanic's lien and all costs incidental thereto, including reasonable attorney's fees by an Individual Assessment against such Owner.

Section 3.11 Garage Spaces. All Garage Spaces contained within the Condominium Community shall be a part of the Limited Common Elements and have been designated as such on the Survey Map and Plans. Each Garage Space shall be limited to and reserved for the exclusive use of the owners of a particular Condominium Unit as identified herein and such Garage Space shall be appurtenant to that Unit.

(a) Designation of Garage Space. Any contract, deed, lease, mortgage, deed of trust or other instrument used to convey, lease, assign, encumber or otherwise affect the right to use an appurtenant Garage Space shall describe the Garage Space by adding to the appropriate description, the additional language "together with the exclusive appurtenant right to use Garage Space No. ____".

(b) Maintenance, Repair and Use of Garage Space. Each Owner shall maintain the interior of his or her Garage Space in a clean, safe and attractive condition and shall keep the same free from litter and debris. No gasoline, gasohol, distillate, diesel, kerosene, naphtha or similar volatile combustible or explosive materials shall be stored in any Garage Space. The Board of Directors shall have the authority to establish reasonable rules and regulations regarding the sightliness and cleanliness of the Garage Space and the use thereof by its Owner.

(c) Leasing of a Garage Space. The exclusive right to use Garage Space may be leased by an Owner to any person or entity, provided, however, that the Owner shall not be entitled to lease such Garage Spaces to any person or entity other than a Unit Owner or a tenant thereof.

Section 3.12 Parking Spaces. All parking spaces with the exception of Garage Spaces assigned to individual Units shall be a part of the Common Elements; provided, however, that the Board shall maintain control thereof and shall have the right to assign and reassign Parking Spaces to Owners within the Condominium Community. Some of these Parking Spaces shall be designated for the use of the handicapped, and some Parking Spaces shall be designated for use by Guests visiting the Condominium Community. Parking Spaces are not appurtenant to a Unit and shall be maintained for the nonexclusive use by Owners, guests and invitees.

Section 3.13 Restrictions on Sale of a Condominium Unit. The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction and such Unit may be sold free of any such restrictions.

Section 3.14 Restrictions on Mortgaging Units. There are no restrictions on the right of an Owner to mortgage or otherwise encumber his or her Unit. There is no requirement for the use of a specific lending institution or particular type lender.

Section 3.15 Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which Declarant, until the termination of the Period of Declarant Control, and thereafter the Board of Directors, may designate from time to time for use by less than all of the Owners for specified periods of time. Such designation shall not be construed as a sale or disposition of such portions of the Common Elements.

ARTICLE FOUR COMMON AND LIMITED COMMON ELEMENTS

Section 4.1 Description of Common Elements. The Common Elements are all portion of the Condominium other than the Units. Among other items, the Common Elements include the structural components of the building, roof, hallways, elevators, parking, walkways, driveways, entry areas, irrigation system, landscaping and similar common features. The portions of the storm drainage, sanitary sewer, electricity, gas, telephone and cable utility systems and any street lights and entry monuments that are located outside of the Units are also Common Elements.

Section 4.2 Owner's Rights in the Common Elements. Unit Owners may not alter any Common Element or construct or remove anything in or from any Common Element except upon prior written approval by the Board. Board shall have the following rights and responsibilities with respect to Common Elements:

(a) To borrow money to improve the Common Elements and to mortgage said Common Elements as security for any such loan; provided, however, that Board may not convey or subject any portion of the Common Elements to a security interest unless such is approved by Owners to which at least eighty percent (80%) of the votes in Association are allocated, including eighty percent of the votes

allocated to Units not owned by Declarant. All owners of Units to which only Limited Common Element is allocated must, however, agree in order to convey that Limited Common Element or subject it to a security interest.

(b) To convey or dedicate all or any part of the Common Elements to any public agency, authority, utility or third party provided such conveyance is approved by the Owners of Units to which at least eighty percent (80%) of the votes in Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant as more fully set forth in Condominium Act.

(c) To promulgate and adopt Rules and Regulations with which each Owner and their Guests shall strictly comply.

(d) To suspend the voting rights of a Member for any period during which any Assessment remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of the Declaration, Bylaws or Rules and Regulations.

(e) To take such steps as are reasonably necessary to protect the Common Elements against foreclosure.

(f) To enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of the Common Elements by Owners and Guests for any purpose the Board may deem to be useful, beneficial or otherwise appropriate.

(g) To close or limit the use of the Common Elements temporarily while maintaining, repairing and making replacements in the Common Elements, or permanently if approved by Owners of Units to which at least eighty percent (80%) of the votes in Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant as more fully set forth in Condominium Act.

(h) To make such use of the Common Elements as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration.

Section 4.3 Description of Limited Common Elements. The Limited Common Elements allocated to each Unit are as follows:

(a) A patio or deck adjacent to a Unit as shown on the Survey Map and Plans shall be a Limited Common Element allocated to the adjacent Unit.

(b) Each Garage Area shown on the Survey Map and Plans shall be a Limited Common Element allocated to the Unit by reference to the Identifying Number, e.g. Garage 101A is allocated or assigned for the limited use by Unit 101A. The Owner of the Unit to which a garage area is allocated shall have the right to control the parking of vehicles and use of the garage area.

(c) Any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that lies partially within and partially outside the designated boundaries of a Unit and that

serves only that Unit is a Limited Common Element. Any portion of such facilities that serve more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(d) Any shutters, doorsteps, decks, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside the Units Boundaries, are Limited Common Elements allocated exclusively to that Unit.

Section 4.4 Use of Limited Common Elements. Each Owner of a Unit to which a Limited Common Element is allocated shall have the exclusive right to use the Limited Common Element. The right to use the Limited Common Element extends to Authorized Users but is subject to the provisions of the Condominium Act and the Governing Documents.

ARTICLE FIVE EASEMENTS

Section 5.1 In General. In addition to any rights under the Condominium Act, each Unit has an easement in and through the Common Elements (but not the Limited Common Elements) for unrestricted ingress and egress to such Unit. Each Owner shall have the further nonexclusive easement in and through other Units and Common Elements for horizontal and lateral support; for utility, wiring, heat, and service elements; and for reasonable access thereto, all is required to effectuate and continue proper operation of the Condominium or to perform maintenance or upkeep on a Unit. All such easements shall, however, terminate upon the termination of this Condominium.

Section 5.2 Easements for Encroachments. If any part of the Common Elements encroaches or shall hereafter encroach upon a Condominium Residence, an easement for the existence of such encroachment and for the maintenance of the same shall and does exist. If any part of a Condominium Residence encroaches or shall hereafter encroach upon the Common Elements, or upon another Condominium Residence, the Owner of that Condominium Residence shall and does have an easement for the existence of such encroachment and for the maintenance of same. The easement shall extend for whatever period of time the encroachment exists.

Such easements for encroachments shall not be considered to be encumbrances either on the Common Elements or on a Condominium Residence. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Buildings, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Condominium Community or any part thereof or by any other movement of any portion of the improvements located upon the Condominium Community.

Section 5.3 Easements in Condominium Residences for Repair, Maintenance and Emergencies. Some of the Common Elements are or may be located within a Condominium Residence. All Owners shall permit a right of entry to the Board of Directors or any other person authorized by the Board of Directors, whether the Owner is present or not, for access through each Condominium Residence to all Common Elements, from time to time, as may be necessary for the routine maintenance and non-emergency repair, or replacement for any of the Common Elements located thereon or accessible therefrom or for making emergency repairs necessary to prevent damage to the Common Elements or to another Condominium Residence.

(a) Routine Maintenance. For routine maintenance and non-emergency repairs, entry shall be

made only on a regular business day during regular business hours, after service of at least one day's notice in writing to the Owner. In case of emergency, entry shall be made at any time provided that a reasonable effort according to the circumstances is made to give notice of entry.

(b) Emergency Access. The Board of Directors or its agents is granted the authority to use such force as is reasonably necessary to gain entry into a Condominium Residence in the event of an emergency, provided no other reasonable means of entry are available in view of the circumstances. Association shall bear the full responsibility and expense of all damages incurred to the Condominium Residence and/or Common Elements because of such forcible entry.

(c) Damage to Condominium Residence. All damage to the interior or any part of a Condominium Residence resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements, at the instance of Association, shall be paid for as part of the Common Expense Assessment by all of the Owners. No reduction or abatement for Common Expense Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order of any governmental authority. Restoration of the damaged improvements shall be substantially the same as the condition in which they existed prior to damage.

Notwithstanding the foregoing, if any such damage is the result of the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs of repairing such damage. In the event the Owner fails within a reasonable time upon proper notice to pay the cost of the damages incurred, the Board of Directors may pay for said damages and charge the Owner responsible as an Individual Assessment in accordance with Paragraph 5.4(b) hereof.

Section 5.4 Emergency Easements. A nonexclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or personnel, now or hereafter servicing the Condominium Community, to enter upon all driveways and parking areas located in the Condominium Community, in the performance of their duties.

Section 5.5 Directors' Easements. The Board of Directors has the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Community.

Section 5.6 Easements Deemed Appurtenant. The easements, uses and rights herein created for an Owner shall be perpetual and appurtenant to the Units and shall run with the land. All conveyances or any other instruments affecting title to a Unit shall be deemed to grant and reserve the easements, uses and rights as provided for herein, as though set forth in said document in full, even though no specific reference to such easements, uses or rights appear in such conveyance.

ARTICLE SIX MANAGEMENT OF CONDOMINIUM – OWNER'S ASSOCIATION

Section 6.1 Name. The name of Association is BRAEBURN LODGE HOMEOWNERS ASSOCIATION. The Owners of Unit shall constitute an Owners Association. The Association shall be organized as a nonprofit corporation under the Washington Nonprofit Corporation Act (RCW Ch. 24.03) and shall operate in accordance with the Condominium Act, Declaration and adopted Bylaws. Except

where expressly reserved to the Owners under the Condominium Act or the Declaration, the affairs of the Association shall be managed by a Board.

Section 6.2 Purposes and Powers. Association, through its Board of Directors, shall manage, operate, insure, maintain, repair and reconstruct all of the Common Elements and keep the same in a safe, attractive and reasonable condition for the use and enjoyment of all of the Owners and such Owner's Guests. Any purchaser of a Unit shall be deemed to have assented to, ratified and approved such designations and management. Association shall have all the power necessary or appropriate to effectuate such purposes and as otherwise permitted pursuant to the Act.

Section 6.3 Articles and Bylaws. The purposes and powers of Association and the rights and obligations with respect to Members set forth in this Declaration may and shall be supplemented by provisions of the Articles of Incorporation and Bylaws of Association. In the event either the Articles or Bylaws conflict with the Declaration, the Declaration shall control. In the event the Articles conflict with the Bylaws, the Articles shall control.

Section 6.4 Membership. There shall be one class of membership. Each Owner of a Unit (including the Declarant as to Units it owns) shall be a member of the Association and shall be entitled to one Membership for each Unit owned. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of such Unit shall be the sole qualification for such membership.

Section 6.5 Board of Directors. The affairs of Association shall be managed by a Board of Directors which may by resolution delegate authority to a Managing Agent for Association as more fully provided for in the Bylaws, provided no such delegation shall relieve the Board of final responsibility.

Section 6.6 Transfer of Membership. The membership of an Owner in the Association is appurtenant to the Unit giving rise to the Membership. The 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 Owner.

Section 6.7 Voting. Association shall have one class of voting membership. The Owners of each Unit within the Condominium Community shall have one vote for each Unit owned. In the event that ownership of a Unit is held by more than one person, the vote for such Unit, may be exercised as the persons holding such interest shall determine between themselves. Should the joint Owners of a Unit be unable, within a reasonable time, to agree upon how they will vote any issue, they shall be passed over and their right to vote on such issue shall be waived.

Section 6.8 Association Agreements. Association shall not have authority to enter into any agreement for professional management of the Condominium Community for a period in excess of one (1) year, provided that the agreement may be renewable for successive one (1) year periods by agreement of the parties. Any such agreement must provide for termination by either party without cause and without payment of a termination fee or penalty upon thirty (30) days' written notice.

Association shall not be bound either directly or indirectly to contracts or leases (including management contracts) entered into during the Period of Declarant Control unless Association is provided with a right of termination of any such contract or lease without cause, which is exercisable without penalty at any time after such transfer from Declarant Control upon not more than ninety (90) days' notice to the other party thereto.

Section 6.9 Indemnification. Each officer, director and committee member of Association shall be indemnified by Association to the full extent permitted by Washington law against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in any proceeding or matter in which the officer, director or committee member may become involved by reason of being or having been an officer, director or committee member of Association. Such indemnification shall include settlement of any matter approved and authorized by Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which an officer, director or committee member may be entitled under applicable law.

Section 6.10 Certain Rights and Obligations of Association.

(a) **Attorney-in-Fact.** This Declaration does hereby make mandatory the irrevocable appointment of an Attorney-in-Fact to deal with the Condominium Community upon its damage, destruction, condemnation and/or obsolescence. The Board of Directors is hereby irrevocably appointed attorney-in-fact for the Owners, and each of them, to manage, control and deal with the interest of such Owner in the Common Elements so as to permit Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the Condominium Community upon its destruction, condemnation or obsolescence as hereinafter provided.

The acceptance by any person of any interest in any Unit shall constitute an appointment of the Board of Directors as attorney-in-fact as provided above and hereinafter. The Board of Directors shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the Condominium Community and to perform all of the duties required of it.

(b) **Contracts, Easements and Other Agreements.** The Board of Directors shall have the right to enter into, grant, perform, enforce, cancel and vacate contracts, easements, licenses, leases, agreements, and/or rights-of-way for the use by Owners, their Guests, and other persons, concerning the Common Elements.

Any of such contracts, licenses, leases, agreements, easements and/or rights-of-way, shall be upon such terms and conditions as may be agreed to from time to time by the Board of Directors, without the necessity of the consent thereto, or joinder therein by the Owners or Mortgagees.

(c) **Other Association Functions.** Association may undertake any activity, function or service for the benefit of or to further the interests of all, some or any Members on a self-supporting, Special Assessment or Common Expense Assessment basis.

(d) **Implied Rights.** The Board of Directors shall have and may exercise any right or privilege given to it expressly by this Declaration, or reasonably to be implied from the provisions of this Declaration, or given or implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

Section 6.11 Certain Rights and Obligations of Declarant and/or Participating Builder. So long as Declarant owns any Unit(s) within the Condominium Community, Declarant shall enjoy the same rights and assumes the same duties as they relate to such individual Unit(s).

Section 6.12 Powers of Association. Subject to Declarants rights during Declarant Control Period, the Association shall have (a) all powers authorized under the Condominium Act and the Washington Nonprofit Corporation Act; (b) all powers necessary for the operation of the Condominium or governance of the Association; (c) any other powers authorized by this Declaration; and (d) all powers that may be exercised by any corporation of the same type as the Association.

ARTICLE SEVEN SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS

Section 7.1 Reservation. Declarant reserves the following Development and Special Declarant Rights ("Declarant Rights") which may be exercised, where applicable, anywhere within the Condominium Community:

- (a) To complete the improvements and otherwise perform work authorized by Declaration or indicated on Survey Map and Plans;
- (b) To exercise any Declarant Rights reserved herein;
- (c) To maintain sales offices, management offices, parking spaces, storage areas, construction yard, signs advertising the Condominiums, and model Residences;
- (d) To maintain signs and advertising on the Common Elements to advertise the Condominium Community;
- (e) To enlarge, without in any way being bound, the Condominium Community in phases from time to time, by creating additional Units on real property reserved for such purpose or by adding additional real property to the Condominium Community and creating additional Units thereon and subject to ARTICLE SIXTEEN;
- (f) To withdraw real property from the Condominium Community which has been reserved for future phased development provided such withdrawal shall not adversely affect any Common Elements;
- (g) To use and to permit others to use easements through the Common Elements as may be reasonably necessary for construction within the Condominium Community, and for the purpose of discharging Declarant's obligations under the Act and this Declaration;
- (h) To appoint or remove any officer of Association or a member of the Board of Directors during the Period of Declarant control subject to the provisions of this Declaration;
- (i) To amend the Declaration and/or the Map in connection with the exercise of any Declarant Rights; and

(j) To exercise any other Declarant Rights created by any other provisions of this Declaration.

Section 7.2 Transfer of Special Development Rights. 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 the office of the Yakima County Auditor. The rights and liabilities of the parties involved in such transfer and all persons who succeed with a special Declarant Right are set out in RCW 64.34.316.

Section 7.3 Limitations. Declarant Rights shall terminate at the option of Declarant by its written notice to the Secretary of Association, but in any event such Declarant Rights shall terminate without further act or deed twenty (20) years after the recording of this Declaration. The exercise of Declaration rights is subject to Declaration Section 8.2.

Section 7.4 Interference with Declarant Rights. Neither Association nor any Owner may take any action or adopt any rule that will interfere with or diminish any Declarant Rights without the prior written consent of Declarant.

Section 7.5 Use by Declarant. The exercise of any Declarant Right by Declarant shall not unreasonably interfere with either the access, enjoyment or use of any Unit or the access, enjoyment or use of the Common Elements. No activity may be conducted in the exercise of Declarant Rights which unreasonably presents a hazard to the health or safety of residents of the Condominium Community.

Section 7.6 Models, Sales Offices and Management Offices. Declarant, their duly authorized agents, representatives and employees may maintain sales offices, management offices and models in Units or on Common Elements in the Condominium Community. The number and location shall be established by Declarant and may be redesignated and relocated over time by Declarant.

Section 7.7 Declarant's and Participating Builder's Easements. Declarant and reserves the right to perform warranty work, and repairs and construction work on Units and Common Elements, to store materials in secure areas, and to control and have the right of access to work and repair until completion. All work may be performed by Declarant and Participating Builder without the consent or approval of the Board of Directors. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant Rights, whether arising under the Act or as reserved herein.

Section 7.8 Signs and Marketing. Declarant reserves the right to post signs and advertising in the Common Elements in order to promote sales of Units. Declarant also reserves the right to conduct general sales activities in a manner which will not unreasonably disturb the rights of Owners.

ARTICLE EIGHT DECLARANT CONTROL PERIOD

Section 8.1 Declarant Control of Association. Until the transition date, Declarant shall have authority to (i) appoint and remove any officer of Association or member of the Board of Directors; or (ii) veto or approve a proposed action of the Board or Association. The Period of Declarant Control shall be subject to the following:

(a) Termination of Period of Control. The Period of Declarant Control shall terminate no later than (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created (currently and in future phases contemplated hereby) to unit owners other than Declarant; or (ii) two (2) years after the last conveyance or transfer of record of a Unit by Declarant in the ordinary course of business; or (iii) two (2) years after any development right to add new Units to the Declaration was last exercised. The Period of Declarant Control shall be subject to the provisions of Section 7.2.

(b) Voluntary Surrender of Control. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Period of Declarant Control. In that event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

Section 8.2 Election by Owners. Notwithstanding the provisions of Section 8.1, Unit Owners shall have the following rights to elect member of the Board of Directors during Period of Declarant Control:

(a) Sale of Twenty-Five Percent (25%) of Units. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Owners other than Declarant, at least one member and not less than twenty five percent (25%) of the members of the Board of Directors must be elected by Owners other than Declarant.

(b) Sale of Fifty Percent (50%) of Units. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Owners other than Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors must be elected by Owners other than Declarant.

(c) Election of Board. Within thirty (30) days after the termination of any Period of Declarant Control, the Owners shall elect a Board of Directors consisting of at least three (3) members, at least a majority of whom shall be Owners other than Declarant. The Board shall elect the officers. The Owners elected to the Board shall take office upon election.

Section 8.3 Delivery of Documents by Declarant. Within sixty (60) days after the determination of the Period of Declarant Control, Declarant shall deliver to Association all property of the Owners and of Association relating to the Condominium Community held or controlled by Declarant, including, without limitation, the following items:

(a) The original or a photocopy of the recorded Declaration, as amended, Association's Articles of Incorporation; Bylaws; minute books, other books and records; any Rules and Regulations which may have been adopted; and resignations of officers and members of the Board required to resign because of termination of Declarant control;

(b) The financial records, including cancelled checks, bank statements, and financial statements of Association, and source documents from the time of incorporation of Association through the

date of transfer of control to Owners;

- (c) Association funds or control of the funds;
- (d) All of the tangible personal property that has been represented by Declarant to be the property of Association or ostensibly the property of Association, and an inventory of the property;
- (e) A copy of plans and specifications utilized in the construction or remodeling of the condominium, with a certificate of Declarant or licensed architect or engineer that the plans represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction or remodeling of the condominium.
- (f) All insurance policies then in force in which the Owners, Association, or its directors and officers are named as insured persons;
- (g) Copies of certificates of occupancy which have been issued for the condominium;
- (h) Any other permits issued by governmental bodies applicable to the Condominium Community and which are currently in force or which were issued within one (1) year prior to the date of transfer of control to Owners;
- (i) Written warranties for common areas or other areas of Association responsibility from the contractor, subcontractors, suppliers and manufacturers, and all owner's manuals or instructions furnished to Declarant with respect to installed equipment or building system;
- (j) A roster of Owners and eligible Mortgagees and their addresses and telephone numbers, if known, as shown on Declarant's records;
- (k) Any employment contracts or service contracts in which Association is a contracting party or where Association or Owners have an obligation or responsibility to pay all or a portion of the fee or charge; and
- (l) All other contracts to which Association is a party.

Upon the transfer of control to Unit Owners, 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 Unit Owners, other than the Declarant, by two-thirds vote elect to waive the audit. The cost of the audit shall be a common expense. The scope of the audit shall be in accordance with provisions of the Condominium Act.

ARTICLE NINE BUDGET AND ASSESSMENTS

Section 9.1 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 shall be the calendar year.

Section 9.2 Budget Adoption, Ratification and Amendment.

(a) **Adoption of Budget.** Board of Directors shall prepare and adopt a proposed annual budget for the condominium in advance for each calendar year. The budget shall estimate annual common expenses and will include the estimated costs for the following:

(i) Water, sewer, garbage, electricity, telephone, and other utilities to the extent they are a liability of the Association, and are not separately charged as a direct liability of the respective Unit owners.

(ii) Any and all costs and expenses (including goods, supplies and services) required to maintain, repair and operate the real property, Common Elements and Limited Common Elements.

(iii) Insurance and bonds required by law, this Declaration, or as otherwise determined reasonable and appropriate by Association.

(iv) Maintenance and repair required for any Unit or Units to protect or preserve the Common Elements, if after notice the owners thereof have failed to make such repairs.

(v) An adequate and appropriate reserve fund necessary for operation, maintenance, repairs and replacement of Common Elements.

(vi) Any and all other reasonable or appropriate costs, expenses or charges as may be paid as common expenses otherwise set forth herein.

(vii) A reserve fund for contingencies.

(b) **Ratification of Budget.** Within thirty (30) days of the adoption of any proposed budget for the condominium, Board shall provide by ordinary first-class mail, or otherwise deliver, a summary of the budget to all Unit Owners and shall set a date for a meeting of the Owners to consider ratification of the Budget not less than fourteen (14) days nor more than sixty (60) days after delivery of the summary. The summary of the budget provided to all unit owners shall disclose the following:

(i) The current amount of regular assessments budgeted for contribution to the reserve account, the recommended contribution rate from any reserve study, and the funding plan upon which the recommended contribution rate is based;

(ii) If any regular or Specially Allocated Assessments are scheduled to be imposed, the date the assessments are due, the amount of the assessments per each unit per month or year, and the purpose of the assessment;

(iii) Based upon the most recent reserve study and other information, whether currently projected reserve account balances will be sufficient at the end of the year to meet the association's obligation for major maintenance, repair, or replacement of reserve components during the next thirty (30) years;

(iv) If the reserve account balances are not projected to be sufficient, what additional assessments may be necessary to ensure that sufficient reserve accounts funds will be available each year during the next thirty years, the approximate dates assessments may be due, and the amount of the assessments per unit per month or year;

(v) The estimated amount recommended in the reserve account at the end of the current fiscal year based on the most recent reserve study, the projected reserve account balance at the end of the current fiscal year, and the percent funded at the date of the latest reserve study;

(vi) The estimated amount recommended in the reserve account based upon the most recent reserve study at the end of each of the next five budget years, the projected reserve account cash balance in each of those years, and the projected percent funded for each of those years; and

(vii) If the funding plan approved by the association is implemented, the projected reserve account cash balance in each of the next five budget years and the percent funded for each of those years.

Unless at that meeting Owners to which a majority of the votes in Association are allocated reject the budget, the budget shall be deemed ratified whether or not a quorum is present. In the event the budget is rejected, the budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget adopted by the Board of Directors.

Section 9.3 Assessments for Common/Special Expenses. Each Owner shall be jointly and severally obligated to pay to Association (a) Common Expense Assessments, (b) Specially Allocated Assessments, (c) Fines, (d) Individual Assessments, and (e) Costs of Enforcement. Any unpaid assessments shall be continuing liens against the Unit and shall have the priority and may be enforced as provided herein or by Condominium Act.

(a) **Joint and Several Liability.** The obligation for such payments by each Owner to Association is an independent personal covenant with all amounts due, from time to time, payable in full when due without notice or demand and without setoff or deduction. All Owners of each Unit shall be jointly, severally and personally liable to Association for the payment of all Assessments and Costs of Enforcement attributable to their Unit.

(b) **Nonwaiver of Liability.** No Owner may waive or otherwise avoid liability for the Common Expense Assessment by the non-use of the Common Elements or the abandonment of his or her Unit. The omission or failure of the Board of Directors to levy the Common Expense Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 9.4 Date of Commencement of the Common Expense Assessment. The Common Expense Assessment shall commence as to all Units no later than sixty (60) days after the first Unit is conveyed to an Owner other than Declarant. Until the commencement of the collection of the Common Expense Assessments, Declarant shall pay all of the expenses incurred by Association. If any units are added to the Condominium Community at the election of Declarant, the assessments and reallocation of assessments based on such addition shall commence no later than sixty (60) days following recordation of an amendment to this Declaration adding such units.

Section 9.5 Levy of Assessments.

(a) Common Expense Assessments. Common Expense Assessments shall be levied on all Units based upon a budget adopted by Association. The Common Expense Assessment Liability shall be allocated among the Units in accordance with that Unit's Common Expense Assessment Liability as set forth in Section 2.3 and **Schedule B** hereof and shall be used exclusively for the health, safety and welfare of residents of the Condominium Community. Such assessment may include establishment and maintenance of a reserve fund for the improvement, maintenance, reconstruction and repair of Common Elements, provided, however, that such assessments may not be used during the Period of Declarant Control for construction capital improvements. The Common Expense Assessment Liability is subject to modification or reallocation in the event that Declarant expands the Condominium Community or further develops in phases.

(b) Specially Allocated Expenses. The following expenses shall be specially allocated to and levied upon individual Owners and not on the basis of the Common Expense Assessments.

(i) Insurance. The expense of procuring and maintaining insurance will be allocated among the Units according to their Common Expense Assessment unless the Board determines, based on advice from the Association's Insurance Broker, agent or company, differences in the value or replacement cost of improvements within individual Units or in the activities conducted within Units make it appropriate to allocate all or a portion of the cost of insurance in accordance with the risk;

(ii) Misconduct. To the extent that any expense is caused by the misconduct of, or violation of the Governing Documents by, an Authorized User of any Unit, the Association may assess the expense (including the cost of any deductible under the Association's property insurance) against the Unit;

(iii) Limited Common Elements. Any expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element made by the Owner(s) of or assessed against the Unit(s) to which that Limited Common Element is allocated. If the Limited Common Element is allocated to more than one Unit, the Board shall make such assessment equally between the Units to which it is allocated;

(iv) Unequal Benefit. The Board must assess any expense or portion thereof, that benefits fewer than all the Units solely against the Units receiving the benefit;

(v) Utilities. If any utilities paid by the Association are separately metered to the Units, the expense for those utilities will be assessed to the user(s) of the service per the metering. If utilities are not separately metered to the Units, the Board shall assess the expense for those utilities as a Common Expense.

(c) Fines. Board of Directors shall have the authority to levy a fine against an Owner or Owners for violations of this Declaration, Bylaws, Articles and/or Rules and Regulations of Association. Fines may be levied in a reasonable amount as determined from time to time by the Board of Directors in its discretion and uniformly applied. Fines shall be collected as part of the Costs of Enforcement. Fines may be levied at any time as required and are exempt from any voting requirements by the membership required for other assessments called for under the Declaration.

(d) **Specially Allocated Assessments.** In addition to the other Assessments authorized herein, Board of Directors may levy a Special Assessment for the purpose of defraying, in whole or in part, any unexpected expense or obligation including but not limited to, the cost of any construction, reconstruction, improvement, repair or replacement of a capital improvement upon the Common Elements (including fixtures and personal property relating thereto), or the funding of any operating deficit incurred by Association. A special assessment requires the approval of Owners to whom at least sixty-seven percent (67%) of the votes in Association are allocated, who are voting in person or by proxy at a meeting duly called for this purpose. Specially Allocated Assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital improvements.

Written notice of any meeting called for the purpose of making a Special Assessment shall be sent to all Owners not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. The presence of Owners or of proxies to whom at least sixty percent (60%) of the votes in Association are allocated shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9.6 Due Date and Notice. All assessments shall be due and payable within fifteen (15) days of the date on which the assessment notice or statement is mailed or delivered to a Unit Owner at such address shown on the records of the Association. The payment and notice dates shall be established by the Board. Notice shall specify the amount of each assessment component (i.e., common expense, individual assessment, fine and/or special assessment) and the due date.

Section 9.7 Remedies for Nonpayment of Assessments. If any Assessment (to include Costs of Enforcement) is not fully paid within fifteen (15) days after the same becomes due and payable, then:

(a) Interest shall accrue from the date of delinquency until full payment at the maximum rate permitted under RCW 19.52.020. Board may also assess a Late Fee in an amount in the Board's discretion.

(b) The total assessments may be accelerated and declare immediately due and payable for the balance of the fiscal year during which such default occurred;

(c) An action may be initiated at law against any Owner personally obligated for payment of the Assessment together with any additional claims or actions authorized by law;

(d) To proceed with foreclose of its lien against the Unit pursuant to the terms of this Declaration or in such other form or manner as authorized by Washington law;

(e) Suspend the utility service to a delinquent Owner's Unit.
An action at law or in equity by Association against an Owner to recover a judgment for unpaid Assessments may be commenced and pursued by Association without foreclosing or in any way waiving Association's lien for the Assessments.

Section 9.8 Assessment Lien. Unpaid assessments and interest thereon (together with all costs of enforcement) shall constitute a lien on each Unit against which the Assessment is made from the due date for the assessment. All Costs of Enforcement incurred pursuant to this Declaration are enforceable as Assessments. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the due date for the first installment thereof becomes due.

(a) Assessment Lien Priority. Association's lien on a Unit for Assessments shall have such priority as provided by Condominium Act and shall be superior to all other liens and encumbrances except the following:

- (i) liens and encumbrances recorded prior to recordation of this Declaration; and
- (ii) liens for real estate taxes and any other governmental assessments or charges against the Unit; and
- (iii) the lien of any loan secured by a mortgage, deed of trust or real estate contract on a Unit recorded before the date on which the Assessment becomes delinquent and subject to the provisions of Condominium Act.

Recording of the Declaration constitutes record notice and perfection of the lien for Assessments, however, the Association may prepare, and record a notice of claim of lien for Assessments with the Auditor of Yakima County, Washington. If a lien is filed, the cost thereof shall be considered a Cost of Enforcement.

(b) Lien Interests and Conditions. In addition to all other rights established by this Declaration or otherwise existing by applicable law, Assessment liens are subject to the following:

(i) Sale or Transfer. Sale or transfer of any Unit shall not affect the Assessment lien except that sale or transfer of any Unit pursuant to foreclosure of any first deed of trust or mortgage, or any proceeding in lieu thereof, including deed in lieu of foreclosure, shall extinguish the Assessment Lien to the extent provided by Washington law. No such sale or deed in lieu of foreclosure shall relieve any Owner from continuing personal liability for an unpaid assessment.

(ii) Receiver. In any action by Association to collect Assessments and Costs of Enforcement or to foreclose a lien for unpaid Assessments, the court may appoint a receiver for the Owner to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to Association during the pending of the action to the extent of Association's Common Expense Assessments and Costs of Enforcement. The rights of Association shall be expressly subordinate to the rights of any Mortgagee of a Unit under any assignment of rents given in connection with a first deed of trust or mortgage.

(iii) Assignment of Rents. The Assessment Lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Unit; provided, however, the lien shall be subject and subordinate to the rights of any Mortgagee of a Unit under any assignment of rents given in connection with a first deed of trust or mortgage. Without prejudice to any other right or remedy, Association may exercise its lien rights to rents and profits by delivering a notice to the occupant or any payor of rents and profits, and thereafter shall be entitled to collect all such rents

and profits to the extent of any delinquency.

(iv) Waiver of Homestead. Association's lien on a Unit for Assessments and Costs of Enforcement shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Washington or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said Assessment lien.

(v) Nonjudicial Foreclosure. In order that the lien for unpaid assessments may be enforced nonjudicially, Declarant grants the Condominium to Pacific Alliance Title, a corporation, as Trustee, with power of sale of any Unit in the Condominium to secure the obligations of the Unit owners to the Association for the payment of assessments. The units are not used principally for agricultural or farming purposes. The power of sale herein is operative in the case of default in the obligation to pay assessments. The lien arising under this section may be enforced judicially in the manner set forth in RCW Ch. 61.24 for nonjudicial foreclosure of deeds of trust.

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. The provisions hereof and exercised nonjudicial foreclosure rights shall be further subject to provisions of RCW 64.34.364(9).

(c) Assessments are Personal Obligations. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit shall be the personal obligations of the Owner of the Unit when the Assessments are made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing such obligation.

Section 9.9 Assignment of Assessments. Board of Directors shall have the unrestricted right to assign its right to receive Common Expense Assessments and other future income, either as security for obligations of Association or otherwise, on the condition that any such assignment is approved in writing by Owners to which at least eighty percent of the votes in Association are allocated, including eighty percent of the votes allocated to Units not owned by Declarant.

Section 9.10 Surplus Funds. Any surplus funds of Association remaining at the close of Association's fiscal year after payment or provision for Common Expenses and any prepayment of reserves shall be retained by Association as unallocated reserves and considered in adoption of subsequent budgets as a credit to reduce future common expense assessments.

Section 9.11 Certificate of Assessment Status. Association shall furnish to an Owner or such Owner's Mortgagee upon written request by certified mail, first class postage prepaid, return receipt requested, to Association's Registered Agent, a statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The statement shall be furnished within fifteen (15) business days after receipt of the request and is binding upon Association, the Board of Directors, and every Owner.

Section 9.12 No Offsets Against Assessments. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

ARTICLE TEN RESTRICTIVE COVENANTS AND OBLIGATIONS

Section 10.1 Use and Occupancy of the Condominium Residences. Each Owner shall be entitled to the exclusive ownership and possession of his or her Condominium Residence. Subject to the Development Rights and Special Declarant Rights and Development Rights (ARTICLE SEVEN), no Condominium Residence within the Condominium Community shall be used for any purpose other than single-family residential purposes 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 visits by customers, clients or the public. The determination of whether or not a use is incident to residential uses shall be made by the Board and shall be binding on all owners.

Section 10.2 Use of the Common Elements. Each Owner and his or her Guests may use Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. Board of Directors may adopt Rules and Regulations governing the use of the Common Elements. Each Owner, by the acceptance of his or her deed or other instrument of conveyance or assignment, and any guest(s) agree to be bound by any such adopted Rules and Regulations. There shall be no obstruction of the Common Elements, nor shall anything be stored on any part of the Common Elements without the prior written consent of the Board of Directors. Nothing shall be altered, constructed on, or removed from the Common Elements except upon the prior written consent of the Board of Directors of Association.

Section 10.3 Pets Within the Condominium Community. Domesticated animals, birds and small reptiles (referred to herein as "pets") may be kept in Condominium Residences subject to rules and regulations adopted by the Board. No animals, birds, poultry, reptiles or insects of any kind, shall be raised, bred, kept or boarded in or on any portion of the Condominium Community for commercial purposes or kept in such number or in such manner as to create a nuisance or inconvenience to any residents of the Condominium Community.

The Board may at any time require removal of any pet which it finds is disturbing other Owners unreasonably, and may exercise this authority even though other pets are permitted to remain. . The Board shall take such action or actions as it deems reasonably necessary to correct the violation to include after Notice and Hearing, directing permanent removal of the pet or pets from the Condominium Community.

Household pets shall not be allowed to run at large within the Condominium Community, but shall at all times be under the control of such pet's Owner and such pets shall not be allowed to litter the Common Elements.

Reimbursement for damages caused by such pets and costs incurred by Association, to include attorneys' fees and costs, in the removal of a pet or pets from the Condominium Community or incurred by Association in cleanup after such pets may be levied against the responsible Owner as an Individual Assessment.

Section 10.4 Nuisances. No noxious or offensive activity shall be carried on within the Condominium Community, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance.

Section 10.5 Vehicular Parking, Storage and Maintenance. No commercial type trucks, campers, trailers, motor homes, recreational vehicles, boats or trailers (boat, utility, camping, horse or otherwise) shall be parked or stored anywhere within the Condominium Community so they are visible from neighboring Units or from the street for a period of more than seventy-two (72) hours except in emergencies or as a temporary expedience.

Automobile and/or truck parking will be subject to regulations and restrictions by the Board of Directors. Parking is not allowed on landscaped or lawn areas.

No abandoned, unlicensed, wrecked or inoperable vehicles of any kind shall be stored or parked within the Condominium Community except in emergencies. Any "abandoned or inoperable vehicle" shall be defined as any of the vehicles listed above or any other kind of passenger vehicle which has not been driven under its own propulsion for a period of one week or longer, or which does not have installed within it an operable propulsion system; provided however, that any vehicle belonging to any Owner which is otherwise permitted will not be deemed to be abandoned while the Owner is ill or out of town. The Board of Directors shall have the right to remove and store a vehicle in violation of this Paragraph, the expenses of which shall be levied against the Owner of the vehicle as an Individual Assessment in accordance with Paragraph 5.4(b) hereof.

Only preventive vehicle maintenance shall be allowed outside of a garage and within the Condominium Community.

Section 10.6 No Unsightliness. No activity shall be conducted on any part of the Condominium Community which is or might be unsafe, unsightly, unhealthy or hazardous to any person. Without limiting the generality of the foregoing, nothing shall be kept or stored on or in the Common Elements, including areas which are Limited Common Elements; and nothing shall be placed on or in windows or doors of Condominium Residences, which would or might create unsightly appearance.

Patios and balconies shall not be used for storage of bicycles. No activity shall be conducted on any part of the Condominium Community which is or might be unsafe or hazardous to any person. All rubbish, trash or garbage shall be regularly removed from the Condominium Community and shall not be allowed to accumulate thereon. Awnings and patio covers are not allowed. All potted plants must have a base to catch or retain water.

Section 10.7 Intrusive Activity. No Owner shall conduct, permit or allow (a) any noise, vibration, odor or other undesirable effect to emanate from a Unit or Common Element; or (b) any illegal, noxious or offensive activity to be carried on in any Unit or Common Element. No Owner shall conduct, permit or allow activity or the keeping of anything in a Unit or a Common Element that may interfere with other residents' use or enjoyment of their residences, the other Units or Common Elements, threaten the comfort, safety or security of any Owner or its Authorized Users, or be or become an annoyance or nuisance to any other Owners or Authorized Users. No use or activity that generates noise, vibration, odors or traffic that would generally be considered unacceptable in a residential single family community shall be allowed.

Section 10.8 Antennas and Other Exterior Equipment. No exterior equipment or fixtures, including, but not limited to, the following shall be permitted without the written consent of the Board of Directors: radio, television, or other types of antennas and satellite dishes; air conditioning units or other

ventilating equipment.

Section 10.9 Restrictions on Signs. No signs or advertising of any nature shall be erected or maintained on any part of the Condominium Community without prior written consent of the Board of Directors. The Board shall permit the placing of (a) at least one sign of reasonable size and dignified form to identify the Condominium Community and the Units therein, and (b) one sign of dignified form may be placed inside an Owner's Residence for purposes of advertising the Unit being for rent, sale or lease rental or sale of a Unit.

Section 10.10 Owner Caused Damages. If, due to the act or neglect of an Owner or such Owners Guests, loss or damage shall be caused to the Common Elements, such Owner shall be liable and responsible for all costs, expenses and/or charges associated with such damage or condition. The amount of such loss or damage, together with costs of collection and reasonable attorneys' fees and costs, if necessary, may be collected by the Board of Directors from such Owner as an Individual Assessment.

Section 10.11 Lease of a Condominium Residence. Owner shall have the right to lease his or her Condominium Residence upon such terms and conditions as the Owner may deem reasonable or appropriate subject to the following:

(a) any such lease, or rental agreement must be in compliance with applicable local, state and federal laws;

(b) any lease, or rental agreement shall be in writing and provide that the agreement is subject to the terms of this Declaration, Articles of Incorporation and Bylaws of Association, and Rules and Regulations of Association. Owner and Lessee shall have joint and several liability for any and all liabilities or obligations hereunder; and

(c) such lease, or rental agreement shall state that the failure of the lessee or renter to comply with the terms of the Declaration, Articles of Incorporation, Bylaws of Association and the Rules and Regulations of Association shall constitute a default and such default shall be enforceable by either the Board of Directors or Owner, or by both of them to include, but not be limited to, eviction from the Residence;

Section 10.12 Timesharing. Timesharing of Units is not permitted.

Section 10.13 Window Coverings. Window coverings shall be of high quality and professional appearance. Exterior window coverings must have prior written approval of the Board of Directors.

Section 10.14 Exemptions for Declarant. For so long as Declarant owns a Unit within the Condominium Community, Declarant shall be exempt from the provisions of this ARTICLE TEN to the extent that unreasonably restricts or impairs Declarant's development, construction, marketing, sales or leasing activities.

Section 10.15 Association Enforcement. Association, acting through its Board of Directors, shall have the standing and authority to enforce all of the above Restrictive Covenants and Obligations.

ARTICLE ELEVEN INSURANCE

Section 11.1 Authority to Purchase/General Requirements. All insurance policies relating to the Condominium Community shall be purchased and maintained by Association (through its officers and directors). Association shall maintain to the extent reasonably available a policy or policies and bonds to provide (a) all-risk property and condominium insurance; (b) liability insurance; and (c) fidelity insurance. All insurance policies shall contain the standard mortgage clause or equivalent endorsement (without contribution) in which it appropriately names the Mortgagee in the policy its beneficiary.

(a) Insurance Confirmation to Owners/Mortgagees. The Board shall maintain copies of all policies of insurance and shall confirm such coverages upon reasonable written request from an Owner or Mortgagee.

(b) Annual Review of Policies. The Board shall review at least annually the adequacy of the Association's insurance coverage. The Board shall secure coverage consistent with good business practices, and at reasonable intervals obtain a written appraisal for insurance purposes, establishing a value for the current replacement cost.

The Board of Directors shall promptly furnish to each Owner and/or such Owner's eligible Mortgagee requesting same, written notice of the procurement of, subsequent changes in, or renewals, or termination of, insurance coverages obtained on behalf of Association.

(c) Owners' Insurance. All Owners shall obtain and maintain a Condominium Unit Owners Policy (HO 6) or its equivalent for all such Owner's personal property and household goods located within the Condominium Unit 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 be business in the state of Washington. All Owners shall provide the Association with proof of insurance upon request of the Association and each purchaser of a Unit shall deliver to the Association at closing a certificate of insurance or other proof that such insurance has been obtained. The Association shall have the right, but not the obligation, to monitor the maintenance of such insurance by Unit Owners and shall have the right, but not the obligation, to obtain such insurance for the Unit Owner if the Owner fails to obtain or maintain such insurance and may specially assess the cost to the Unit Owner.

Section 11.2 Condominium Insurance. Board of Directors shall obtain and maintain a blanket, "all-risk" form policy of condominium insurance with sprinkler leakage (if applicable) and debris removal, insuring all the Common Elements and Limited Common Elements located within the Condominium Community. Such insurance shall also include, among other things, all fixtures, installations or additions comprising a part of the individual Condominium Units within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the Condominium Unit initially installed or replacements thereof made in accordance with the original plans and specifications, or installed by or at the expense of the Owner. All references herein to a "BLANKET" type policy of property insurance, are intended to denote "SINGLE ENTITY" insurance coverage.

(a) Additional Policy Provisions. Such policies shall also provide:

(i) The following endorsements or their equivalent: No Control Endorsement, Contingent Liability from Operation of Building Laws or Codes Endorsement, Cost of Demolition

Endorsement, Increased Cost of Construction Endorsement Agreed Amount Endorsement, and inflation Guard Endorsement, if available.

(ii) That any "no other insurance" clause expressly exclude individual Owners' policies from its operation so that the property insurance policy purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their Mortgagees, unless otherwise required by law.

(iii) The insurance shall be carried naming Association as the owner and beneficiary thereof for the use and benefit of the individual Owners and shall provide a standard noncontributory mortgage clause in favor of each Mortgagee. Any loss covered by the policies carried under this Article shall be adjusted exclusively by the Board of Directors and provide that all claims are to be settled on a replacement cost basis.

A certificate, together with proof of payment of premiums, shall be delivered by the insurer to any Owner or Mortgagee requesting the same, at least thirty (30) prior to expiration of the then current policy.

(b) Insurance Proceeds. Association shall hold any insurance proceeds received in trust for Association, Owners and for the holders of Security Interests as their interests may appear. Subject to the provisions of this Declaration, the proceeds shall be held and applied first for the repair or restoration of the damaged Common Elements. Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements have been repaired and fully restored or in the event of the termination of the Condominium Community. No Owner or any other party shall be entitled to priority over Eligible Mortgagees with respect to any distribution of the insurance proceeds.

(c) Association As Attorney-in-Fact. All of the Owners and Mortgagees constitute and appoint the Board of Directors their true and lawful attorney in their name, place and stead for the purpose of dealing with any insurance claims with regard to the Condominium Community arising from or related to any damage, destruction or other claim as is hereinafter provided.

As attorney-in-fact, the Board shall have full and complete authorization, power and right to make, execute and deliver any contract or any other instrument with respect to the interest of any Owner which is necessary and appropriate to exercise the powers herein granted.

(d) Insurance Deductible. The deductible, if any, on such insurance policy shall be determined by Directors in a manner consistent with good business practice and the requirements of the Mortgagees, provided, however, such deductible shall not exceed Five Thousand Dollars (\$5,000) or one percent (1%) of the face amount of the policy whichever is less. Any loss falling within the deductible portion of a policy shall be paid by Association. Funds to cover the deductible amounts shall be included in Association's Reserve Funds and be so designated.

(e) Cost of Repair or Replacement. The cost of repair or replacement in excess of its insurance proceeds, reserves and deductibles is a Common Expense, which the Board may allocate according to Common Expense Liability or as a Specially Allocated Expense.

Section 11.3 Liability Insurance. The liability insurance shall insure the Board, the Association, the Owners, the Declarant and any managing agents. The policy shall insure against liability of the insured for property damage, bodily injury or death arising in connection with the use, operation or maintenance of the Common Elements or other areas under the ownership, control or supervision of the Association. The policy shall insure against liability in connection with employment contracts of the Association, and may insure against host liquor liability, employer's liability insurance, automobile, liability insurance and such other risks as are customarily covered with respect to a residential condominium project of similar construction, location and use. Such insurance shall be issued on a comprehensive liability basis. The limits of liability shall be at least One Million Dollars per occurrence and Two Million Dollars aggregate. The policy shall contain a "Severability of Interest Endorsement" or equivalent which precludes the insurer from denying the claim of an insured because of the negligent acts of another insured. The policy may contain medical payments coverage and any other coverages that the Board deems advisable.

Section 11.4 Fidelity Insurance. Board of Directors may obtain and maintain, to the extent reasonably available, fidelity insurance coverage for any Owner or Association employee who either handles or is responsible for funds held or administered by Association. The insurance shall name Association as insured, and shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. The fidelity insurance policy should cover the maximum funds (including Reserve Funds) that will be in the custody of Association or its management agent at any time while the policy is in force; provided however, in any event the aggregate amount of such insurance shall be not less than a sum equal to three months' aggregate Assessments on all Units, plus Reserve Funds.

Section 11.5 Additional Insurance. Board is further authorized to purchase, in its sole discretion, any of the following insurance coverages.

(a) Directors and Officers liability insurance, if reasonably available, and if deemed consistent with good business practices, for errors and omissions on all Directors and Officers to be written in an amount which the Board of Directors deems adequate;

(b) Worker's Compensation and Employer's Liability Insurance and all other similar insurance with respect to employees of Association in the amount and in the forms now or hereafter acquired by law;

(c) Such other insurance of a similar or dissimilar nature, as the Board of Directors shall deem appropriate with respect to the Condominium Community.

Section 11.6 Payment of Insurance Premiums. Any and all Insurance premiums for policies maintained by Association shall be paid for by Association as a Common Expense.

Section 11.7 Modification, Cancellation or Nonrenewal of Insurance. In the event that either property or liability insurance is not reasonably available, or is modified, cancelled, or not renewed, the association shall promptly notify each Unit Owner and mortgagee to whom a certificate or memorandum of insurance has been issued. The notice shall be hand delivered or sent prepaid by first class United States mail to the last known addresses of the Owner and/or mortgagee. The Association shall carry such other insurance as it deems appropriate to protect the Association and/or unit owners in

accordance with RCW 64.34.352.

ARTICLE TWELVE DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

Section 12.1 Duty to Repair and Reconstruct. Any portion of the Common Elements which is covered by Insurance carried by Association that is damaged or destroyed must be repaired or reconstructed promptly by Association unless: (a) the Condominium is terminated; (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Element which will not be rebuilt, vote not to rebuild. The costs of repair or replacement in excess of insurance proceeds and reserves is a common expense.

Section 12.2 Plans. Common Elements shall be repaired and restored in accordance with the original plans and specifications.

Section 12.3 Repair and Reconstruction by Association. Board of Directors, shall represent the Association and Owners, as attorney-in-fact in all proceedings, negotiations and agreements with the insurance companies and any third party claim with respect to damage and insurance.

(a) **Initial Board Determination.** In the event of damage to any portion of the Condominium Community for which insurance has been secured, the Board shall promptly take the following actions. In doing so, the Board shall obtain such advice from professionals (such as engineers, architects, contractors, insurance consultants, lenders and attorneys) as the Board deems advisable and shall consider the information then known to the Board:

(i) Determine the nature and extent of the damage to the Condominium and the loss to the Association and Unit Owners, together with an inventory of the improvements and property directly affected thereby.

(ii) Obtain as reliable an estimate as possible for the cost and time to repair the damage, which estimates shall, if reasonably practical, be based upon two or more firm bids obtained from responsible contractors.

(iii) Determine the insurance proceeds and reserves, if any, that will likely be available to pay for the damage and repair.

(iv) Determine (a) the amount, if any, by which the estimated cost of repair is likely to exceed the expected insurance proceeds, the reserves available to repair the damage, other funds available to the Association, and the deductibles under the policy of insurance; and (b) the likely amount of the assessments that would be required to cover any excess cost to repair the damage or destruction.

(b) **Insurance Proceeds – Execution of Repairs.** All insurance proceeds shall be payable to Association as attorney-in-fact to be held in trust for the use and benefit of the Owners and the holders of their Security Interests as they may appear. The insurance proceeds shall be utilized to repair or replace damaged or destroyed portions of the Condominium unless:

(i) The Condominium is terminated by vote at a special meeting called and taken in

accordance with the termination provisions of the Declaration and Condominium Act;

(ii) Repair would be illegal under any state or local health or safety statute or ordinance;

or

(iii) Owners holding at least 80% of the votes in the Association, including every Unit or Limited Common Element which will not be rebuilt, and the Declarant if the Declarant has a right to create Units in the Condominium, vote not to repair the damage. In addition to the consent by the Owner specified above, any election not to repair the damage or not to rebuild substantially in accordance with the original plan shall require approval of Eligible Mortgagees of Mortgages on Units to which at least 51% of the capital Voting Interests of Units that are subject to Mortgages held by such Eligible Mortgagees.

(c) Cost of Repair. The cost of repair that is subject to the deductible and costs that exceed the available insurance proceeds and the Association's reserve shall be a Common Expense. If the cost of repair exceeds the available insurance proceeds and any available reserves or other Association funds (to the extent the Board determines to apply them to such costs) the Board may impose Assessments for all or some of the uninsured costs against the Unit and Owner responsible for the damage, or may impose assessments against all Units in proportion to their Common Expense liability in an aggregate amount sufficient to pay the excess costs.

(d) Consultants and Contracts. The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others and to take such other action as is reasonably necessary to make the repairs. Contracts for the repair work shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

(e) Effect of Decision Not to Repair. If all of the damage or destroyed portions of the Condominium are not repaired or replaced:

(i) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

(ii) The insurance proceeds attributable to Limited Common Elements that are not fully repaired or replaced shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

(iii) Remainder of the proceeds shall be distributed to all of the Unit Owners or lienholders, as their interests may appear, in proportion to their Common Ownership Interests.

If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

ARTICLE THIRTEEN

MAINTENANCE, REPAIR AND RECONSTRUCTION

SECTION 13.1 Association Responsibilities. Association shall have responsibility for the repair, maintenance and/or reconstruction of all of the Common Elements. Owners shall be responsible for maintenance and repair of Limited Common Elements (including decks and patios) and all areas within a Unit. Without limiting the generality of the foregoing and by way of illustration, Association shall keep the Common Elements in safe, attractive, clean, functional and good repair.

(a) Ordinary Wear and Tear. The maintenance obligation on the part of Association shall apply to such maintenance required by ordinary wear and tear and shall not apply to maintenance, repair and/or reconstruction resulting from willful neglect or destruction. In the event such repair, maintenance and/or reconstruction is resulting from the willful neglect or destruction by an Owner or such Owner's Guests, the Board of Directors shall have the right to charge the costs of such repair, maintenance and/or replacement, to such Owner by an Individual Assessment.

(b) Decisions -- Maintenance, Repair and Replacement. Board shall be solely responsible for determination of the necessity, manner, scope and timing of any and all repairs, maintenance and/or reconstruction of Common Elements and Limited Common Elements. Board and its agents shall have access to all of the Units within the Condominium Community to perform the said repair, maintenance and/or reconstruction.

Section 13.2 Responsibilities of Owner. Each Unit Owner shall have the right and responsibility at the Owner's cost and expense to maintain, repair, paint, paper, plaster, tile and finish or refinish the interior surfaces of the Unit or Limited Common Element including ceilings, floors, doors, window frames, trim and perimeter walls; to alter floors, ceilings and walls and the facilities within these areas which may be part of the Unit or an allocated Limited Common Element; and to maintain, repair, remove and replace any fixtures attached to the interior floors, ceilings or walls of the Unit. Owner shall maintain and repair interior portions and nonstructural components of Limited Common Elements appurtenant to a Unit.

(a) Fixtures and Services. Each Unit Owner is responsible for the maintenance, repair and replacement of plumbing fixtures, water heaters, fans, heating equipment, electrical fixtures and appliances that serve the Owner's Unit only, even if located outside of the Unit; and each Owner shall replace any broken glass in the windows or exterior doors of the Unit.

(b) Failure to Maintain. In addition, each Owner shall be responsible for all damage to any other Residences or to the Common Elements including the Limited Common Elements resulting from the failure or negligence in maintaining or repairing such areas set forth above. Each Owner shall perform his or her responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board of Directors any defect or need for repairs for which Association is responsible.

Section 13.3 Schedule of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance and repair set forth above, specific maintenance and repair responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Schedule of Maintenance and Repair Responsibilities as shown on the attached Exhibit E.

Section 13.4 Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be done with contemporary building materials and equipment.

Section 13.5 Additions, Alterations or Improvements by the Unit Owners (Architectural Control). No Owner shall (a) make any structural addition, or alteration or improvement in or to his or her Unit, (b) paint or alter the exterior of his or her Unit, including the doors, windows and light fixtures, or (c) paint or alter the exterior of any Building, without the prior written consent of the Board of Directors.

ARTICLE FOURTEEN CONDEMNATION

Section 14.1 Consequences of Condemnation; Notices. If any Unit or portion thereof or the Common Elements or Limited Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each Owner and Mortgagee and the provisions of this Article shall apply.

Section 14.2 Power of Attorney. Each Owner appoints the Association as attorney-in-fact for the purpose of representing the Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium. Any proceeds from a condemnation shall be paid to the Association for the benefit of affected Units and their Mortgagees. Should the Association not act, based on their right to act pursuant to this section, the affected Owners may individually or jointly act on their own behalf.

Section 14.3 Condemnation of a Unit. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the Unit shall be paid to the Owner or lien holder of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this section is thereafter a Common Element.

Section 14.4 Condemnation of Part of a Unit. Except as provided in Section 14.3, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the condemnation awarded to the Unit Owner shall be paid to the Owner or lien holders of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides: (a) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

Section 14.5 Condemnation of Common Element or Limited Common Element. If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements or to lien holders, as their interests may appear. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Unit to which that Limited Common Element was allocated at the time of the acquisition, or to lien holders, as their interests may appear. If the Board determines that a particular Owner's interest in the Common Elements will be diminished with respect to other Owners, by the acquisition of a Common Element, the Declaration may be amended to adjust that Owner's Common Expense Liability allocation, or to remove the allocation of a Limited Common Element to that Owner's Unit, as the case may be.

Section 14.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in ARTICLE TWELVE.

Section 14.7 Taking of Development Rights or Special Declarant Rights. The Declarant shall be entitled to all notices of condemnation or eminent domain proceedings relating to any Development Rights or Special Declarant Rights. The Association will have no power to represent the Declarant in any condemnation or eminent domain proceedings. The Declarant, and not the Unit Owners, will be entitled to receive all awards attributable to any Development Rights or Special Declarant Rights.

ARTICLE FIFTEEN MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, or guarantors of holders of first deeds of trusts or mortgages recorded against Units within the Condominium Community who qualify as an Eligible Mortgagee. To the extent applicable, necessary, or proper, the provisions of this apply to both this Declaration and to the Articles and Bylaws of Association.

Section 15.1 Notices of Action. An Eligible Mortgagee shall be entitled to timely written notice of:

- (a) any loss by condemnation or casualty which affects a material portion of the Condominium Community or any Unit in which there is a mortgage held, insured, or guaranteed by such Eligible Mortgagee;
- (b) any default in the payment or performance of any obligation owed to the Association by the owner of a unit subject to the mortgage that remains uncured for a period of sixty (60) days;
- (c) any lapse, cancellation, or material modification of any mandatory insurance policy or fidelity bond maintained by Association;
- (d) any proposed action which would require the consent of a specified percentage of Eligible Mortgagees; and
- (e) any material judgment rendered against Association.

Section 15.2 Amendment to Documents/Special Approvals.

(a) The consent of fifty-one (51%) percent of the Eligible Mortgagees shall be required for the addition or amendment of the following provisions or actions:

- (i) voting rights;
- (ii) increase the Common Expense Assessment by more than twenty-five percent (25%) over the previously levied Common Expense Assessment or assessment liens, or a change in the priority of the assessment liens;
- (iii) reduction in the reserves for maintenance, repair or replacement of the Common Elements;
- (iv) reallocation of interests in the Common Elements or Limited Common Elements or in the right to their use;
- (v) responsibility for maintenance and repairs;
- (vi) redefinition of any Unit boundaries;
- (vii) convertibility of Units into Common Elements or vice versa;
- (viii) hazard or fidelity insurance requirements;
- (ix) imposition of any restrictions on the leasing of Units;
- (x) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xi) restoration or repair of the Condominium Community (after damage or partial condemnation) in a manner other than that specified in the Project Documents;
- (xii) any provision that expressly benefits mortgage holders, insurers or guarantors; and
- (xiii) subject to the provisions of the Declaration, (a) the reallocation of interests in the Common Elements or Limited Common Elements or rights to their use; or (b) the expansion or contraction of the Condominium Community; or (c) the addition, annexation or withdrawal of property to or from the Condominium Community.

(b) Association may not take any of the following actions without the consent of Owners to which at least sixty-seven percent of the votes in Association are allocated and the approval of at least fifty-one percent of the Eligible Mortgagees:

- (i) reconstruct or repair the Condominium Community after damage due to an insurable hazard or a partial condemnation in a manner other than specified in the Project Documents;
- (ii) subject the Condominium Community to a Master Association of condominium

associations with Apple Tree Development;

(iii) not repair or reconstruct, in the event of substantial destruction, any part of the Common Elements; or

(iv) alter any partition or the creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), for which only the owners of Units affected and Eligible Mortgagees of those Units need approve the action.

(c) Any action to terminate the legal status of the Condominium Community after substantial destruction or condemnation occurs must be agreed to by Owners to which at least eighty percent (80%) of the votes in Association are allocated, and by consent of fifty-one percent (51%) of the Eligible Mortgagees.

(d) Any action to terminate the legal status of the Condominium Community for reasons other than substantial destruction or condemnation occurs must be agreed to by Owners to which at least eighty percent (80%) of the votes in Association are allocated, and by sixty-seven percent of the Eligible Mortgagees.

Section 15.3 Special FHLMC Provisions. Except as provided by statute or in case of a condemnation or a substantial loss to the Units and/or Common Elements, and unless the consent of sixty-seven percent of the Eligible Mortgagees or Owners (other than Declarant) have given their prior written approval, Association may not:

(a) by act or omission seek to abandon or terminate the Condominium Community;

(b) subject to the provisions of this Article hereof, change the pro rata interest or obligations of any Unit in order to levy assessments, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the Common Elements;

(c) partition or subdivide any Unit;

(d) seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission;

The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements is not a transfer within the meaning of this Section 15.3(d); or

(e) use hazard insurance proceeds for losses to any condominium property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the condominium property).

Section 15.4 Implied Approval. Implied approval by an Eligible Mortgagee shall be assumed when an Eligible Mortgagee fails to submit a response to any written proposal for an amendment or consent as required herein within thirty (30) days after said Eligible Mortgagee receives proper notice of the proposal, provided this notice was delivered by certified or registered mail with return receipt requested.

Section 15.5 Books and Records. Owners and their mortgagees shall have the right to examine the books and records of Association at the office of Association in accordance with the procedure set forth in Association's Bylaws.

ARTICLE SIXTEEN EXPANSION AND PHASED DEVELOPMENT

Section 16.1 Reservation of Right to Expand. Declarant reserves the right (without in any way being bound) to enlarge the Condominium Community in phases, without the necessity of the consent thereto or the joinder therein by the Owners or Mortgagees, by submitting to the Condominium Community from time to time a Supplemental Condominium Survey Map and Plans and a Supplemental Declaration. The additional units may be constructed in areas reserved for future development and each addition shall be contiguous to existing condominium structures.

Section 16.2 Supplemental Declarations and Supplemental Survey Map and Plans. Such expansion must be accomplished by the filing for record by Declarant in the Office of the Yakima County Auditor a supplement to this Declaration containing a legal description of the new real property, together with a Supplemental Condominium Map. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion so long as each subsequent phase is contiguous to the real property already subject to this Declaration.

All future improvements will be consistent with the initial improvements in structure type and quality of construction and must be substantially completed prior to being brought into the Condominium Community.

Section 16.3 Expansion Definitions. In the event of such expansion, the definitions used in this Declaration shall be expanded automatically. For example, "Condominium Unit" shall mean the Condominium Units described above plus any additional Condominium Units added by a Supplemental Declaration, and reference to this Declaration shall mean this Declaration as supplemented. All conveyances of Condominium Units shall be effective to transfer rights in the Condominium Community as expanded, without additional references to the Supplemental Declaration and the Supplemental Condominium Map.

Section 16.4 Declaration Operative on New Properties. Any additional units or properties shall be subject to all the terms and conditions of this Declaration as amended or supplemented, upon the recording by Declarant of a Supplemental Declaration and Supplemental Condominium Map with Yakima County Auditor.

Section 16.5 Interests on Enlargement. An Owner of any unit created in future phases shall be a member of Association. Such Owner shall be entitled to the same voting privileges as Owners of the property within the original Declaration and subject to the same Assessments for additional phases shall commence for all Owners within that Phase including Declarant upon the recording of the Supplemental Declaration and Supplemental Condominium Map for that Phase.

Whenever any additional units are brought into the Condominium Community, the Common Expense Assessment Liability and Percentage Ownership Interest in the Common Elements of each Owner after such addition will change and shall be reallocated by Declarant based on each new Unit's square

footage and in a manner consistent with the initial allocation as set forth in Section 2.3 and **Schedule B**.

The Supplemental Declaration recorded at the time of expansion shall set forth the new Percentage Ownership Interest and the new Common Expense Assessment Liability of the existing Units and the newly added Units.

Section 16.6 Taxes, Assessments and Other Liens. All taxes and other governmental assessments relating to the real property reserved for future development, shall for any period of time prior to development of such property and creation of additional units be paid or otherwise provided for by Declarant to the satisfaction of all Mortgagees.

Liens arising out of the construction of improvements in later phases shall not extend into prior phases and shall not adversely affect the rights of Owners or the priority of mortgages and deeds of trust on any Unit constructed in a prior phase.

Section 16.7 Project Treated as a Whole. For all purposes hereof, each of the Phases of the Condominium Community after the recording of the Supplemental Map and Supplemental Declaration submitting each Phase to the Condominium Community, shall be treated as a part of the Condominium Community developed as a whole from the beginning, except to the extent expressly otherwise provided for herein. It is the express purpose hereof to provide that from and after the date of the submission of a Phase of the Condominium Community in accordance with the above, that such Phase shall be treated as though such Phase had been owned and occupied by the Owners thereof as a single undivided Condominium Community.

ARTICLE SEVENTEEN DURATION, AMENDMENT AND TERMINATION OF THE DECLARATION

Section 17.1 Duration. The covenants, restrictions and obligations of this Declaration shall run with and bind the land in perpetuity until this Declaration is terminated as provided herein.

Section 17.2 Amendments by Owners. Subject to the express provisions hereof and consistent with the provisions of the Condominium Act, in case of amendments that may be executed by the Board of Directors and/or Declarant pursuant and subject to this provisions of this Declaration, including the Map, may be amended only by vote or written agreement by Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated; provided, however, except as otherwise provided herein, an amendment may not: (a) create or increase Special Declarant Rights; (b) increase the number of Units; (c) change the boundaries of any Unit; (d) change the Allocated Interests; or (e) change the uses to which a Unit is restricted in the absence of the vote or agreement of the owners of units to which at least ninety percent (90) of the votes in the Association are allocated (other than Declarant).

(a) Owner Consent. Notwithstanding any other provisions set forth in this Declaration, there shall be no reallocation of interests in a Limited Common Element which is appurtenant to a Unit or redefinition of Unit boundaries without the express prior written consent of the Owner affected.

(b) Certification and Recordation. Any such amendment shall be effective upon the recording of the amendment together with a notarized Certificate of an officer of Association certifying that the requisite number of Owners and Eligible Mortgagees, if required, have given their written consent to the amendment. The officer shall further certify that originals of such written consents by Owners and Eligible Mortgagees, as applicable, along with the recorded amendment, are in the records of Association and available for inspection. Each amendment to the Declaration must be recorded in the Office of the Auditor for Yakima County.

(c) Signatures and Counterparts. All signatures shall be irrevocable even upon the death of an Owner or conveyance of the Unit, except that if an amendment is not recorded within three years of the date of signature, then the executing Owner or their successor or assigns may revoke their signature by a written and notarized document delivered to the Secretary of Association. Amendments can be executed in counterparts, provided that such recorded document shall also contain a certification of the Secretary of Association that all counterparts, as executed, are part of the whole.

(d) Challenge to Amendment - Limitation. No action shall be commenced or maintained to challenge the validity of any aspect of any amendment of Association's Declaration, Articles of Incorporation or Bylaws unless it is commenced within one year from the date of the recording of the said amendment, unless fraud or willful negligence is asserted and proven.

Section 18.3 Amendments by Declarant. Declarant reserves the right to amend, without the consent of Owners or Mortgagees this Declaration, the Map, Association's Articles of Incorporation or Bylaws, any time within the limitations set forth herein as follows:

- (a) To make nonmaterial changes, such as the correction of a technical, clerical, grammatical or typographical error or clarification of a statement.
- (b) To comply with any requirements of any of the Agencies or to induce any of the Agencies to make, purchase, sell, insure or guarantee Mortgagees.
- (c) To comply with any requirements of the Act.

Section 17.4 Consent of Eligible Mortgagees. Amendments may be subject to the consent requirements of Eligible Mortgagees as more fully set forth in ARTICLE FIFTEEN hereof.

Section 17.5 Consent of Declarant. Any proposed amendment of any provision of this Declaration shall not be effective unless Declarant has given their written consent to such amendment. The foregoing requirement for consent of Declarant to any amendment shall terminate at the option of Declarant, but in any event, shall terminate without further act or deed in accordance with the limitations set forth in Paragraph 10.3 hereof.

Section 17.6 Termination. The Condominium Community may be terminated only by agreement of unit owners of units to which at least eighty percent (80%) of the votes in the Association are allocated. The proceeds of any sale of real estate together with the assets of Association shall be held by the Board of Directors as trustee for Owners and holders of Security Interests upon the Units as their interests may appear as more fully set forth in RCW 64.34.268. The termination provisions shall not be applicable in the case of a taking of all the units by condemnation under RCW 64.34.060.

ARTICLE EIGHTEEN

GENERAL PROVISIONS

Section 18.1 Right of Action. Association and any aggrieved Owner shall have an appropriate right of action against Owners for failure to comply with the Declaration, Bylaws of Association, Articles of Incorporation and Rules and Regulations of Association or with decisions of the Board of Directors of Association which are made pursuant thereto. Owners shall have a similar right of action against Association.

Section 18.2 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of Declarant, Association and each Owner, and their heirs, personal representatives, successors and assigns.

Section 18.3 Severability. The invalidation of any portion of this Declaration shall not be deemed to affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision has never been included herein.

Section 18.4 No Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 18.5 Registration by Owner of Mailing Address. Each Owner shall register his or her mailing address with Association, and except for monthly statements and other routine notices, which shall be personally delivered or sent by regular mail, all other notices or demands intended to be served upon an Owner shall be delivered personally or sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address.

All notices, demands or other notices intended to be served upon the Board of Directors of Association or Association shall be sent by certified mail, postage prepaid, to John Borton, 2550 Borton Road, Yakima, Washington, 98903, Registered Agent for Association until the Registered Agent is changed by a notice duly filed with the Office of the Secretary of State of Washington (Change of Registered Agent).

Section 18.6 Conflict. The Project Documents are intended to comply with the requirements of the Act and the Washington Revised Nonprofit Corporation Act. If there is any conflict between the said Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Project Documents, this Declaration shall control.

Section 18.7 Mergers. The Condominium Community may be merged or consolidated with another condominium community of the same form of ownership by complying with RCW 64.34.280.

Section 18.8 Arbitration/Attorney's Fees. Except for matters requiring injunctive relief and matters concerning the collection of Assessments, all matters regarding the interpretation, application and enforcement of this Declaration shall be resolved by binding arbitration in accordance with the Rules of the American Arbitration Association or similar organization periodically designated by Declarant. The

parties to such dispute shall agree upon a single arbitrator who shall be an experienced professional property manager of a condominium association. In the event the parties are unable to agree upon an arbitrator within 30 days after written notice, the presiding judge of the Yakima County Superior Court shall appoint an arbitrator qualified as set forth above upon application of a party. The arbitrator shall be required to follow substantive law in reaching a decision and judgment upon the determination of the arbitrator shall be entered in the Superior Court for Yakima County and enforced in accordance with state law and as established herein. The arbitrator shall have authority, in the sound exercise of discretion, to award the party who substantially prevails such party's costs and expenses, including reasonable attorney's fees.

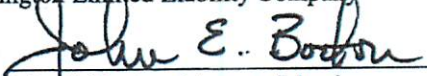
Section 18.9 Captions. The captions and headings in this Declaration are for convenience only, and shall not be considered in construing any provision of this Declaration.

Section 18.10 Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 16th day of May, 2016.

APPLE TREE CONSTRUCTION COMPANY LLC,
a Washington Limited Liability Company

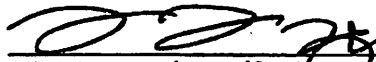
By:


John E. Borton, Manager/Member

STATE OF WASHINGTON)
) ss.
County of Yakima)

I certify that I know or have satisfactory evidence that John E. Borton is the person who appeared before me and signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as an authorized partner of APPLE TREE CONSTRUCTION COMPANY LLC, a Washington limited liability company, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated this 16th day of May, 2016.


Printed name: MELINDA MENDOZA
NOTARY PUBLIC in and for the state of
Washington, residing at YAKIMA, WA.
My appointment expires 2/6/17.



U:\DebbieG\Apple Tree\Braeburn Lodge\appletree Declaration of Braeburn Lodge clean 020816.doc

SCHEDULE A

Legal Description:

Lot 2 of that Short Plat recorded under Auditor's File No. 7886105,
records of Yakima County, Washington.

SCHEDULE B
TO THE CONDOMINIUM DECLARATION
OF
THE BRAEBURN AT APPLE TREE

TABLE OF INTERESTS
(FIRST PHASE)

Unit	Square Footage	Percentage Interest
101A	1,290	7.30%
102A	1,444	8.19%
103A	1,451	8.22%
104A	1,698	9.62%
201A	1,290	7.30%
202A	1,444	8.19%
203A	1,451	8.22%
204A	1,698	9.62%
301A	1,290	7.30%
302A	1,444	8.19%
303A	1,451	8.22%
304A	1,698	9.62%
Total	17,649	100.000

SCHEDULE C

**CONDOMINIUM DECLARATION OF
BRAEBURN LODGE AT APPLE TREE (A RESIDENTIAL CONDOMINIUM)**

CERTIFICATE OF SUBSTANTIAL COMPLETION (FIRST PHASE)

Declarant, Apple Tree Construction Company, L.L.C., hereby certifies pursuant to RCW 64.34.200(2) that as of the date of recordation of the Declaration of Condominium (a) all structural components and mechanical systems of all buildings containing or comprising any Units created within at Braeburn Lodge at Apple Tree Condominium are substantially complete; and (b) all horizontal and vertical boundaries of such Units are substantially complete in accordance with the plans recorded herewith.

DATED May 16th, 2016.

APPLE TREE CONSTRUCTION
COMPANY, L.L.C

By: John E. Borton
John E. Borton, Manager/Member

SCHEDULE D

SURVEY MAP AND PLANS

Exhibit B

Braeburn Lodge at Apple Tree, a Condominium

Survey Map and Plans

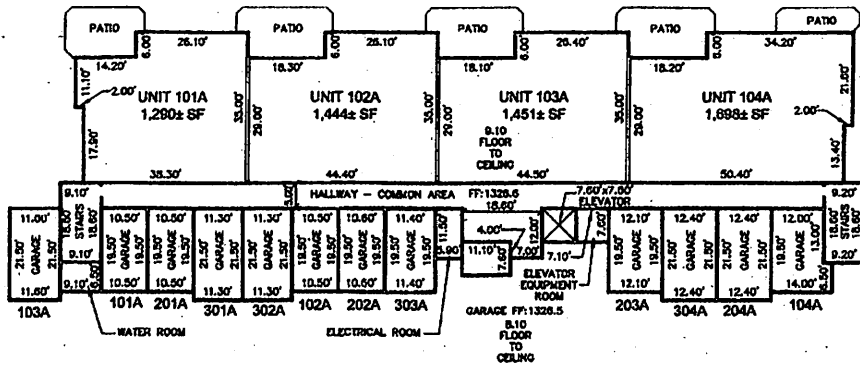
CONDO 7912237

PE J. D. P. J.

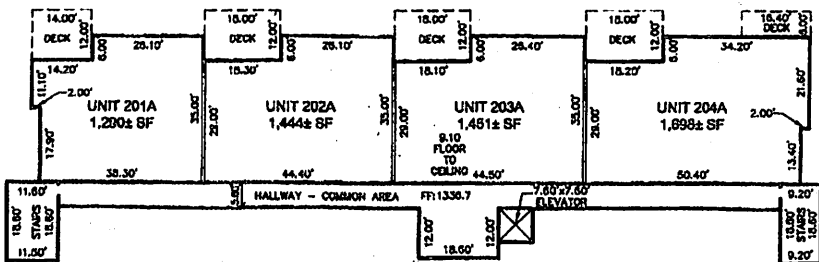
BRAEBURN LODGE AT APPLE TREE (A RESIDENTIAL CONDOMINIUM)

(PORTION OF THE SE 1/4, SW 1/4, SECTION 31, T.13N., R.18E., W.M.)

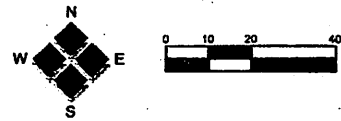
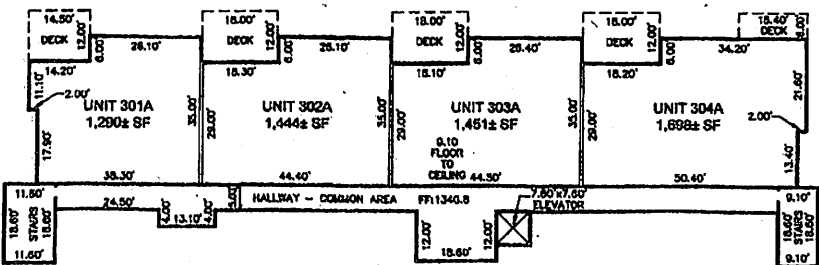
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



NOTES

- LIMITED COMMON AREAS SHALL INCLUDE GARAGE PARKING AREAS ALLOCATED TO SPECIFIC UNITS AND PATIO AND/OR DECK AREAS ALLOCATED TO SPECIFIC UNITS.
- ALL SQUARE FOOTAGES ARE BASED ON INTERIOR MEASUREMENTS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT APPLE TREE CONSTRUCTION COMPANY, ARE ALL PARTIES HAVING OWNERSHIP IN THE LAND HEREON DESCRIBED AND DOES HEREBY DECLARE THIS PLAN AND DEDICATE THE SAME FOR CONDOMINIUM PURPOSES. THE DRIVES, STREETS, ALLEYS, OR WALKS THEREON ARE NOT DEDICATED TO THE PUBLIC GENERALLY, BUT ARE SPECIFICALLY DEDICATED TO THE EXCLUSIVE BENEFIT OF UNIT OWNERS AS COMMON AREAS ACCORDING TO THE DECLARATION. THIS PLAN OR ANY PORTION THEREOF SHALL BE RESTRICTED BY THE TERMS OF THE DECLARATION FILED UNDER

YAKIMA COUNTY AUDITOR'S FILE NO. _____

AS RECORDED THIS _____ DAY OF _____

BY: John E. Boston

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF YAKIMA) SS

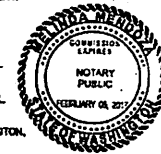
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT John E. Boston IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGED IT AS THE OWNER OF APPLE TREE CONSTRUCTION COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: May 10 2010

[Signature]
[PRINT NAME] MELANNA MENDOZA

NOTARY PUBLIC FOR THE STATE OF WASHINGTON,
RESIDING AT YAKIMA, WA

MY APPOINTMENT EXPIRES: 2/9/11



DATUM ELEVATION
506 MAIL IN PIONEER POLE NO. 001860 ON NORTH FACE AT GROUND LEVEL AT SOUTH SIDE OF INTERSECTION OF S. 28TH AVENUE AND OCCIDENTAL APPROXIMATELY 75' EAST OF ENTRANCE TO APPLE TREE GOLF COURSE. ELEVATION: 1315.29 (NOV0 29)



2800 River Road
Yakima, WA 98902
509-966-7000
Fax 509-965-9800
www.hiladiv.com



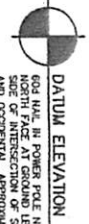
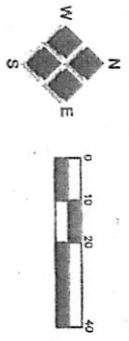
CONDOMINIUM PLAN
for, APPLE TREE
CONSTRUCTION COMPANY
CITY OF YAKIMA, YAKIMA COUNTY, WASHINGTON

DATE OF FIELD SURVEY:	5-29-10
FIELD BOOK:	
JOB NO.:	13133
FILE NAME:	13133condo.dwg
DRAWN BY:	TDF
DATE:	2-8-10
REVIEWED BY:	ETH
DATE:	2-8-10
31	
T.13N., R.18E., WM	
SHEET 2 of 2	

CONDO 7912237

BRAEBURN LODGE AT APPLE TREE (A RESIDENTIAL CONDOMINIUM)

(PORTION OF THE SE 1/4 SW 1/4 SECTION 31, T.13N, R.18E, W.M.)



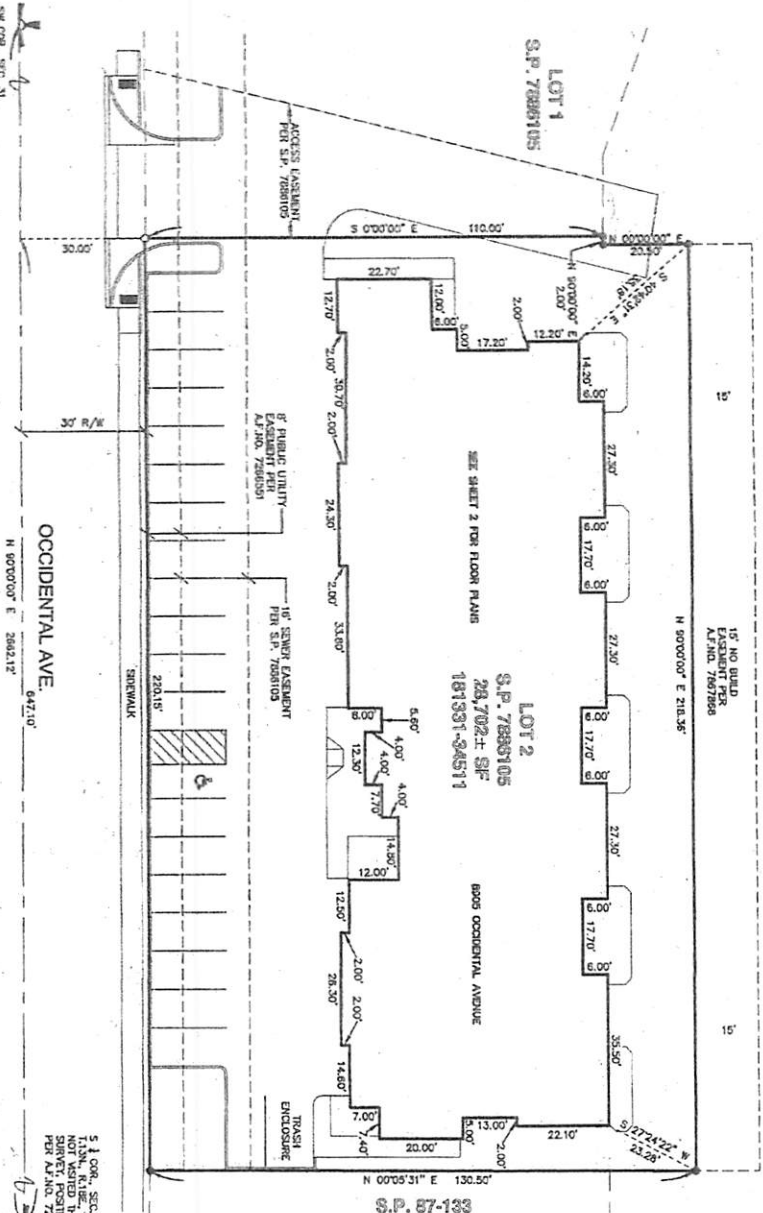
LEGAL DESCRIPTION

LOT 2 OF THAT SHANT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 7889106, RECORDS OF YAKIMA COUNTY, WASHINGTON.

TRACT 'A'

PLAY OF APPLE TREE NO. 1
A.F. NO. 7288591

603 H.P. IN POWER POLE NO. C01920 ON THE EAST LINE OF SECTION 31, T.13N, R.18E, W.M. AND OCCIDENTAL APPROXIMATELY 75' EAST AND ENTRANCE TO APPLE TREE C&U COURSE ELEVATION: 1515.29' (MVD 29)



SW COR., SEC. 31, T.13N, R.18E, W.M. SURVEY POSITION PER A.F. NO. 7288591

OCCIDENTAL AVE.
647.10'

5 1/4 COR., SEC. 31, T.13N, R.18E, W.M. SURVEY POSITION PER A.F. NO. 7288591

NOTES

1. ● NOTES REBAR W/COR FOUND E542312/44031.
2. ⊙ DENOTES MONUMENT AS NOTED.
3. THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 31, T.13N, R.18E, W.M. IS ASSUMED TO HAVE A BEARING OF N 90°00' 00" E.
4. SURVEY PERFORMED WITH A LEICA 1512 2" ELECTRONIC TOTAL STATION, ELECTRONIC DISTANCE MEASURING UNIT, USING FIELD TRAVERSE PROCEDURES.
5. JUNCTIONS SHOWN HEREON AS FOUND WERE VISITED IN JUNE, 2010.
6. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS CONTAINED IN WAC 352-150-090.
7. FOR ADDITIONAL INFORMATION REFER TO THAT SHANT PLAT RECORDED UNDER AUDITOR'S FILE NO. 7889106.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDED ACT AT THE REQUEST OF APPLE TREE CONSTRUCTION COMPANY IN JUNE, 2010.

I, ERIC T. HERTZOG, A PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS CONDOMINIUM SURVEY OF BRAEBURN LODGE AT APPLE TREE (A RESIDENTIAL CONDOMINIUM) IS BASED UPON AN ACTUAL SURVEY OF THE HEREON DESCRIBED TRACT OF LAND AND THAT THE BEARINGS AND DISTANCES ARE SHOWN THEREON CORRECTLY AND THAT I HAVE COMPLIED WITH THE PROVISIONS OF RCW 64.34.222 AND THAT SAID SURVEY AND PLANS ACCURATELY REPERT THE NUMBER, LOCATION, AND DIMENSIONS OF ALL UNITS AS-BUILT ARE CORRECTLY SHOWN.



CERTIFICATE NO. 33132
8-13-16

DECLARATION NOTE

REGISTRATION REQUIRED UNDER AUDITOR'S FILE NO. OF YAKIMA COUNTY, WASHINGTON.

YAKIMA COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CHANGABLE RECORDS AND SPECIAL ASSIGNMENTS COMPLETED BY THIS OFFICE HAVE BEEN FILED IN THE PUBLIC RECORDS OF YAKIMA COUNTY, WASHINGTON, ON THE DATE OF THIS CERTIFICATION HAVE BEEN PAID.

DAIED THIS 17TH DAY OF July 2016
Kris M. Williams
YAKIMA COUNTY REGISTRAR'S OFFICE

AUDITOR'S CERTIFICATE

FIELD FOR RECORD THIS 17TH DAY OF June
2016 AT 1:00 P.M. UNDER AUDITOR'S FILE NUMBER 181331-34511 RECORDS OF YAKIMA COUNTY, WASHINGTON, AT THE REQUEST OF HUBREGTSE, LOUMAN ASSOC. INC.

Charles Ross
YAKIMA COUNTY AUDITOR
BY DEPUTY
Michelle

PARCEL NO. 181331-34511

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

CONDOMINIUM PLAN
for, APPLE TREE
CONSTRUCTION COMPANY
CITY OF YAKIMA, YAKIMA COUNTY, WASHINGTON

DATE OF FIELD SURVEY	5-24-16
FIELD BOOK	13133
JOB NO.	13133
FILE NAME	18133134511.dwg
DRAWN BY	TDF
DATE	2-8-16
REVIEWED BY	ETH
DATE	2-8-16

T.13N, R.18E, W.M.
SHEET 1 of 2

EXHIBIT C

Bracburn Lodge at Apple Tree, A Condominium

Association Articles of Incorporation

604 130 407

FILED

JUN 01 2017

WA SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
BRAEBURN LODGE HOMEOWNERS ASSOCIATION

THE UNDERSIGNED, acting as incorporator of a corporation under the Washington Non-profit Corporation Act, RCW 24.03, adopts the following Articles of Incorporation for the corporation.

ARTICLE 1. NAME.

The name of this corporation shall be Braeburn Lodge Homeowners Association.

ARTICLE 2. DURATION.

The duration of this corporation shall be perpetual.

ARTICLE 3. PURPOSES.

The corporation is organized to provide an entity pursuant to the Washington Condominium Act (RCW 64.34) hereinafter called the "Condominium Act," for the operation of Braeburn Lodge at Apple Tree Condominium located in Yakima, Washington (hereafter referred to as the "Condominium") and to engage in all such activities as are incidental or conducive to the attainment of the objectives of the corporation and all activities which are permitted to be done by a non-profit corporation under any laws that may now or hereafter be applicable or available to this corporation. The powers of this corporation shall be subject to and shall be exercised in accordance with the provisions of the Condominium Act and the provisions of the Condominium Declaration for Braeburn Lodge at Apple Tree Condominium recorded in Yakima County, Washington, as it may from time to time be amended, hereinafter referred to as the "Declaration." Capitalized terms used herein and not otherwise defined shall have the same meaning given to them in the Declaration.

ARTICLE 4. DISSOLUTION.

Upon dissolution or final liquidation of the corporation, the assets of the corporation shall be distributed among the members of the corporation in accordance with the Declaration and the Condominium Act.

ARTICLE 5. MEMBERS.

The corporation shall have one class of members, which shall consist of the Owners of the Units in the Condominium. The rights, privileges and obligations of the members are set forth in the Condominium Act, the Declaration and the Bylaws of the corporation.

ARTICLE 6. REGISTERED OFFICE AND AGENT.

The name of the initial registered agent of the corporation is Jon Kinloch. The address of the initial registered office of this corporation is: 2550 Borton Road, Yakima, WA 98903.

ARTICLE 7. DIRECTORS.

The number of directors of this corporation shall be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified therein. The initial Board of Directors shall consist of two directors. The names and addresses of the persons who shall serve as directors until the first meeting of the members and until their successors are elected and qualify unless they resign or are removed are:

John Borton
2550 Borton Road
Yakima, WA 98903

Jon Kinloch
2550 Borton Road
Yakima, WA 98903

ARTICLE 8. LIMITATION OF LIABILITY.

A director of the corporation shall not be personally liable to the corporation or its members for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for conduct violating Section 23B.08.310 of the Washington Business Corporation Act.

Any repeal or modification of this article by the directors or members of the corporation shall not adversely affect any right or protection of any individual who is or was a director of the corporation which existed at the time of such repeal or modification.

ARTICLE 9. INDEMNIFICATION.

The corporation shall indemnify each director and officer as set forth in Section 6.9 of the Declaration. The corporation shall indemnify any individual made a party to a proceeding because that individual is or was a director of the corporation and shall advance or reimburse the reasonable expenses incurred by such individual in advance of final disposition of the proceeding, without regard to the limitations in RCW 23B.08.510 through 23B.08.550 of the Washington Business Corporation Act, or any other limitation which may hereafter be enacted to the extent such limitation may be disregarded if authorized by the Articles of Incorporation, to the full extent and under all circumstances permitted by applicable law.

Any indemnification provided under this Article shall, unless limited by the terms of the undertaking to indemnify, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators.

Any repeal or modification of this Article by the directors or members of the corporation shall not adversely affect any right or protection of any individual who is or was a director or officer of the corporation existing at the time of such repeal or modification.

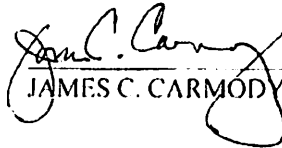
ARTICLE 10. AMENDMENT.

Any amendment to these Articles of Incorporation shall require the approval of sixty-seven percent (67%) of the votes of the members of the corporation and such other approvals as may be required in Article 24 of the Declaration.

ARTICLE 11. INCORPORATOR.

The name and address of the incorporator is:

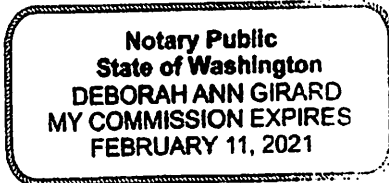
James C. Carmody
230 South Second Street
P.O. Box 22680
Yakima, WA 98901
Dated this 30th day of May, 2017.

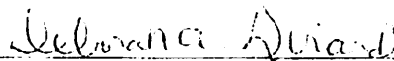

JAMES C. CARMODY

State of Washington)
) ss.
County of Yakima)

I certify that I know or have satisfactory evidence that **James C. Carmody** is the person who personally appeared before me and that said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 30th day of May, 2017.



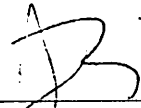

Notary Public in and for the State of Washington
Residing at Yakima WA
My Commission Expires 2/11/2021

**CONSENT TO APPOINTMENT AS REGISTERED AGENT OF BRAEBURN LODGE
HOMEOWNERS ASSOCIATION**

JON KINLOCH hereby consents to serve as Registered Agent, in the State of Washington, for the following corporation: The Braeburn Lodge Homeowners Association.

JON KINLOCH understands that as agent for the Association, it will be his responsibility to receive service of process in the name of the Association; to forward all mail to the Association; and to immediately notify the Office of the Secretary of State in the event of its resignation by the undersigned, or of any changes in the Registered Office address of the Association.

DATED this 30th of May, 2017.



Jon Kinloch
Address: 2550 Borton Road
Yakima, WA 98903

UNITED STATES OF AMERICA

The State of  Washington
Secretary of State

I, **KIM WYMAN**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

BRAEBURN LODGE HOMEOWNERS ASSOCIATION

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

Date: 6/1/2017

UBI Number: 604-130-407



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 6/1/2017

Exhibit D

Braeburn Lodge at Apple Tree, a Condominium

Association Bylaws

BYLAWS
OF
BRAEBURN LODGE HOMEOWNERS ASSOCIATION

Braeburn Lodge Homeowners Association is a corporation organized under RCW Chapter 24.03, the Washington Nonprofit Corporation Act. These Bylaws provide for operation of Braeburn Lodge at Apple Tree Condominium (the "Condominium"), located in Yakima, Washington, created pursuant to the Washington Condominium Act (RCW 64.34, the "Condominium Act"). They apply to the entire Condominium, each Unit therein, and all Common Elements. Each Owner automatically, by virtue of such ownership, becomes a member of the Association. All present and future Owners, Mortgagees and other encumbrancers, lessees, tenants, licensees, occupants of Units, their guests and employees, and any other person who may use the facilities of the Condominium are subject to these Bylaws, the Condominium Declaration for Greenfield Park Condominiums, recorded in Yakima County, Washington, as it may from time to time be amended (the "Declaration"), and the rules and regulations pertaining to use and operation of the Condominium. Capitalized terms used herein and not otherwise defined have the meaning given to them in the Declaration.

ARTICLE 1 MEMBERSHIP; VOTING

Section 1.1 Membership. The qualifications for membership in the Association are as set forth in the Declaration. Corporations, partnerships, associations, and other legal entities, trustees under an express trust, and other fiduciaries, as well as natural persons may be members of the Association.

Section 1.2 Number of Votes. Each Unit Owner is entitled to the number of votes as set forth in the Declaration.

Section 1.3 Voting by Multiple Owners. Multiple Owners of a Unit, such as joint tenants, tenants in common, husband and wife, or other ownership involving more than one Owner, shall be joint members of the Association, but the sum total of their vote shall not exceed the voting power allocated to the Unit owned. If only one of the multiple Owners of a Unit is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners is present, then the votes allocated to that Unit may be cast only in accordance with the majority agreement of the present Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other present Owners of the Unit. If there is no majority agreement, the vote of those Owners shall not be counted.

Section 1.4 Voting Representative. An Owner may, by written notice to the Board, designate a voting representative for the Unit. The voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a person having an ownership interest in a Unit, or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the Unit, except in cases in which the person designated is a Mortgagee of the Unit. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney in fact of the Owner under a durable power of attorney, or the administrators or executors of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Unit shall be the group composed of all of its Owners.

Section 1.5 Voting by Proxy; Pledged Votes to Mortgagee. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. If a Unit is owned by more than one person, each Owner of a Unit may register protest to the casting of votes by the other Owners of the Unit through a

duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates 11 months after its date of issuance. An Owner may, but shall not be obligated to, pledge his or her vote on all issues or on specific issues to a Mortgagee. If the Board has been notified by the Mortgagee that it is enforcing its right to vote pursuant to such pledge, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge; provided, however, that if the Board has received such notices from more than one Mortgagee, the Mortgagee holding the Mortgage with the highest level of priority among the Mortgages held by those Mortgagees shall be entitled to vote.

Section 1.6 Persons Under Disability. Minors and persons declared legally incompetent shall be eligible for membership in the Association, if otherwise qualified, but shall not be permitted to vote except through a legally appointed, qualified, and acting guardian of their estate voting on their behalf, or, in the case of a minor with no legal guardian of his estate, through a parent having custody of the minor.

Section 1.7 Register of Members. The Board shall cause a register to be kept containing the names and addresses of all members of the Association. Persons who purchase an interest in a Unit shall promptly inform the Board of their interest. Persons who claim to be members of the Association shall, upon request, furnish the Board with copies of any documents under which they assert ownership of a Unit or any interest therein and any Mortgages thereon.

ARTICLE 2 MEETINGS OF MEMBERS

Section 2.1 Place. Meetings of the members of the Association shall be held at such suitable place as may be convenient to the membership and designated from time to time by the Board.

Section 2.2 Annual Meeting. The annual meeting of the Association shall be held in the first quarter of each fiscal year on a date fixed by the Board, which date shall not be less than 10 nor more than 60 days after notice of the meeting is given to the members. At such annual meeting the Owners shall elect members to the Board or fill vacancies therein, and transact such other business as shall properly come before the meeting.

Section 2.3 Budget Meeting. Within 30 days after adoption of any proposed budget for the Association, the Board shall provide a summary of the budget to all of the members and set a date for a meeting of the members to consider ratification of the budget, which date shall be not less than 14 nor more than 60 days after mailing the summary. Unless at the meeting members holding a majority of the votes in the Association vote to reject the budget, the budget is ratified, whether or not a quorum is present for the meeting. In the event the proposed budget is rejected or the required notice for the meeting is not given, the budget last ratified by the Owners shall be continued until a budget proposed by the Board is ratified.

Section 2.4 Special Meetings. A special meeting of the Association may be called by the president, by resolution of the Board or upon the written request of a majority of the Board or upon the written request of Owners having not less than 20% of the votes in the Association not less than 10 nor more than 60 days in advance of the meeting. No business shall be transacted at a special meeting except as stated in the notice given therefor unless consented to by each of the Owners present either in person or by proxy.

Section 2.5 Notice of Meeting. It shall be the duty of the secretary to give notice of each annual budget and special meeting. Such notice shall be hand-delivered or sent prepaid by first-class United States mail to the mailing address of each Unit or to any other mailing address designated in

writing by the Unit Owner, to each member of the Association and to each Eligible Mortgagee, if required by Article 26 of the Declaration. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer. Before, during or after any meeting of the Association, any member may, in writing, waive notice of such meeting. Attendance by a member at a meeting of the Association shall be a waiver by him of timely and adequate notice unless he expressly challenges the notice when the meeting begins.

Section 2.6 Quorum. The presence in person or by proxy of members of the Association or voting representatives holding 33% of the votes in the Association shall constitute a quorum for the transaction of business at any meeting of members of the Association. If a quorum is present at a meeting, a majority of the Owners present may adjourn the meeting from day to day or to such time and place as may be decided by and no notice of such adjournment need be given. No business shall be transacted at an adjourned meeting that could not have been transacted at the meeting from which the adjournment was taken.

Section 2.7 Adjournment of Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners present, in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 2.8 Manner of Acting. Except as otherwise provided by the Condominium Act by the Declaration, or by these Bylaws, passage of any matter submitted to vote at a meeting where a quorum is present, shall require the affirmative vote of at least 51% of the votes present.

Section 2.9 Voting by Mail. The Board may decide that voting of the members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or Bylaws, or with respect to any other matter for which approval by Owners is required by the Declaration or Bylaws, in accordance with the following procedure:

(a) In case of election of directors by mail, the existing directors shall advise the Secretary in writing of the names of nominees for all directors to be elected and of a date not less than 50 days after such advice is given by which all votes are to be received. The Secretary, within five days after such advice is given, shall give written notice to all Owners of the number of directors to be elected and of the names of the nominees. The notice shall state that any such Owner may nominate an additional candidate or candidates, not to exceed the number of directors to be elected, by notice in writing to the Secretary at the address specified in the notice, to be received on or before a specified date not less than 15 days from the date the notice is given by the Secretary. Within five days after the specified date, the Secretary shall give written notice and/or ballot to all Owners stating the number of directors to be elected, the names of all persons nominated by the Board, the names of persons nominated by members and the date by which votes of the Owners must be received by the Secretary at the address specified in the notice. Votes received after that date will not be effective. All persons elected as directors pursuant to an election by mail shall take office effective on the date specified in the notice for the receipt of votes.

(b) In the case of a vote by mail relating to any other matter, the Secretary shall give written notice and/or ballot to all owners, which shall include a proposed written resolution setting forth a description of the proposed action and shall state that the Owners are entitled to vote by mail for or against the proposal by delivering the vote on or before a specified date not less than 20 days after the notice to the address specified in the notice. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes

entitled to be cast on such question, unless a greater or lesser voting requirement is established by the Declaration or Bylaws for the matter in question.

(c) Delivery of a vote in writing to the specified address shall be equivalent to receipt of a vote by mail at such address.

Section 2.10 Written Ballot. At the discretion of the Board, any matter which might come before the Association at a meeting, including election of directors, may be determined by written ballot, rather than at a meeting. Ballots shall be sent to all Unit Owners in the same manner as notice of meetings, with a specified deadline for return of ballots. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum, and determination of the matter presented shall be based upon the required percentage of ballots returned, unless approval of a specified percentage of all voting power is required by law, the Declaration or these Bylaws. The vote by ballot shall be determined by the Board within 48 hours of the deadline for return of ballots. Within 10 days after the ballots have been counted, each Unit Owner shall be notified by mail or other delivery of written notice of the results of the ballot or that a quorum of ballots was not returned.

Section 2.11 Order of Business. The order of business at meetings of the Association shall be as follows unless dispensed with on motion:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors (annual meeting or special meeting called for such purpose);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

Section 2.12 Parliamentary Authority. In the event of dispute, the parliamentary authority for the meetings shall be the most current available edition of Robert's Rules of Order or such other published code of parliamentary procedure as shall be approved by a majority at the meeting.

Section 2.13 Presumption of Assent. A member of the Association present at a membership meeting at which action is taken on any matter put to a vote of the membership shall be presumed to have assented to the action taken unless that member's dissent or abstention is entered in the minutes of the meeting, or unless such member files a written dissent or abstention to such action with the person acting as secretary of the meeting before the adjournment thereof, or forwards such dissent or abstention to the secretary of the Association immediately after the adjournment of the meeting. The right to dissent or abstain shall not apply to a member who voted in favor of an action.

Section 2.14 Minutes. Minutes of all membership meetings shall be recorded by the secretary of the Association or by another person designated by the board of directors. Minutes for every meeting shall be approved by the Association before or at the next Association meeting.

Section 2.15 Action of Members by Communications Equipment. Any action required or which may be taken at a meeting of the members may be taken by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting may hear the other participants at the same time and participation by such means shall constitute presence in person at such meeting.

ARTICLE 3 BOARD OF DIRECTORS

Section 3.1 Number, Term and Qualifications. The affairs of the Association shall be initially governed by a Board of two directors. At the time(s) required under Section 14.1 of the Declaration, the Owners shall elect an additional director, thereby increasing the size of the board to three members. Prior to the Transition Date, the Declarant shall designate and remove the members of the Board pursuant to Article 14 of the Declaration, subject to the right of the Owners to elect an additional director or directors, as provided in Section 14.1 of the Declaration. Directors designated by the Declarant need not be Owners. Within 30 days after the Transition Date, the Declarant or the Board shall call a special meeting of the Owners to elect a Board of three to five directors. The directors elected at that meeting shall serve until the first day of the calendar month following the date of adjournment of the first annual meeting. Thereafter, the term of office for directors will begin on the first day of the calendar month following the date of adjournment of the annual meeting at which they are elected. The normal term of office for directors will be for three years and until their successors are elected and take office. However, to provide for staggered terms, at the first annual meeting, one-third of the number of directors (or the whole number nearest to one-third) shall be elected for one year, the same number shall be elected for two years, and the remainder shall be elected for three years. A majority of the directors elected by the Owners after the Transition Date shall be members of the Association. If a corporation is a member of the Association, any one of its officers, directors, or shareholders may be elected to the Board; if a partnership is a member, any one partner of such partnership may be elected to the Board.

Section 3.2 Powers and Duties. The Board shall have the powers and duties provided for the administering authority of the Condominium in the Condominium Act and in the Declaration, and all other power necessary for the administration of the affairs of the Association, and may do all such acts and things as are not prohibited by statute or by the Declaration required to be done in another manner. The Board may delegate the Board's administrative responsibilities to a Managing Agent including, without limitation, those responsibilities set forth in Article 7 of these Bylaws.

Section 3.3 Vacancies. Vacancies on the Board caused by reasons other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so selected shall be a director until a successor is elected at the next annual meeting of the Association to serve the balance of the unexpired term.

Section 3.4 Removal of Directors. At any regular or special meeting after the Transition Date, any one or more of the directors may be removed, with or without cause, by members holding 67% of the votes in the Association and a successor may then and there be elected to fill the vacancy thus created and to serve the balance of the unexpired term. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting. Prior to the Transition Date, the Unit Owners other than the Declarant may remove any one or more of the directors (other than directors appointed by the Declarant), with or without cause, by members holding 67% of the votes among themselves and a successor may then and there be elected to fill the vacancy thus created and to serve the balance of the unexpired term.

Section 3.5 Compensation. A Director who is a Unit Owner shall not be entitled to compensation for service as a director. If the Members determine that it is in their best interest to elect a director who is not a Unit Owner, the directors who are Unit Owners may establish reasonable compensation to the non-Unit Owner director, obtain directors and officers insurance coverage, and take other actions to attract and retain competent outside directors.

Section 3.6 Organization Meeting. The first meeting of the newly elected Board after the Transition Date shall be held within ten days of election at a place to be fixed by the directors at the meeting at which the directors were elected, and no notice shall be necessary to the newly elected directors in order legally to call the meeting, providing a majority of the whole Board shall be present at the meeting.

Section 3.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director personally or by mail, telephone, or facsimile, at least three days before the day fixed for the meeting.

Section 3.8 Special Meetings. Special meetings of the Board may be called by the president on three days' notice to each director, given personally or by mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by either the president or secretary in like manner and on like notice on the written request of any two *directors*.

Section 3.9 Waiver of Notice. Before any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by him of timely and adequate notice unless he expressly challenges the notice when the meeting begins. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 3.10 Quorum. A quorum of the Board shall be deemed present throughout any meeting of the Board if a majority of Directors are present at the beginning of the meeting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At the adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 3.11 Open Meeting. Any Owner or voting representative may attend any meeting of the Board but shall not be entitled to participate except with the consent of the Board. The Board may, however, go into private, executive session to consider the employment or dismissal of the managing agent or other persons employed by the Association, or to hear complaints or charges brought against such person, unless the person requests a public hearing, or to discuss with legal counsel litigation in which the Association is or is likely to become a party if public discussion would adversely affect the interests of the Association in such litigation.

Section 3.12 Action of Directors by Communications Equipment. Any action required or which may be taken at a meeting of directors or of a committee thereof may be taken by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting may hear the other participants at the same time.

Section 3.13 Action of Directors by Written Consent. Any corporate action required or permitted by the articles of incorporation, the bylaws, or the laws of the State of Washington to be taken at a meeting of Directors, or committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors or committee members, as the case may be, entitled to vote with respect to the subject matter thereof. Such written consent may be signed in two or more counterparts, each of which shall be deemed an original and all of which, taken together,

shall constitute one and the same document. Such consent shall have the same force and effect as a unanimous vote and may be described as such.

Section 3.14 Duties of Directors. A Director shall perform the duties of a Director, including the duties of a member of any committee of the Board upon which the Director may serve, in good faith, in such manner as the Director believes to be in the best interests of the Association. A Director appointed by the Declarant during the period of declarant control (if any) is required to exercise the degree of care required of fiduciaries of the Unit Owners. A Director elected or appointed by Unit Owners (including Declarant after the period of declarant control) is required to exercise ordinary and reasonable care, including reasonable inquiry as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of the Association whom the Director believes to be reliable and competent in the matter presented;

(b) Counsel, public accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the Director does not serve, duly designated in accordance with a provision in the Articles of Incorporation or Bylaws as to matters within its designated authority, which committee the Director believes to merit confidence;

as long as, in any such case, the Director acts in good faith, after reasonable inquiry when the need thereof is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

ARTICLE 4 OFFICERS

Section 4.1 Designation. The principal officers of the Association shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by and from the Board. The directors may appoint from the Board such other officers as in their judgment may be necessary or desirable. Two or more offices may be held by the same person, except that a person may not hold the offices of president and secretary simultaneously.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board meeting after the annual meeting of the Association. They shall hold office at the pleasure of the Board.

Section 4.3 Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting.

Section 4.4 President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board and shall have all powers and duties usually vested in the office of the president.

Section 4.5 Vice President. The vice president shall perform the duties of the president when the president is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

Section 4.6 Secretary. The secretary shall keep the minutes of all meetings of the Board and of the Association and shall have custody of the business records of the Board and the Association, other than financial records kept by the treasurer. The secretary shall also perform such other duties as may be prescribed by the Board.

Section 4.7 Treasurer. The treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association.

Section 4.8 Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers, shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, the Declaration, and these Bylaws.

Section 4.9 Compensation. The Board may pay reasonable compensation to any officer or Owner who performs substantial services for the Condominium in carrying out the management duties of the Board. The Board's decision to compensate an officer shall not become final until 60 days after notice of it (including the amount of compensation to be paid) has been given to all persons entitled to notice of meetings of the Association, and such decision may be reversed by the members of the Association at a meeting duly called and held within 60 days after the notice of the decision was given.

Section 4.10 Vacancies. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting of the Board.

ARTICLE 5 COMMITTEES

Section 5.1 Committees of Directors. The Board may appoint one or more committees that consist of one or more directors. Such committees, if composed entirely of Board members, shall have and exercise, to the extent provided in the resolution establishing the committee, the authority of the Board in the management of the Association. If a committee is not composed entirely of Board members, it shall not have the authority of the Board in the management of the Association. The appointment of any such committee shall not relieve the Board of its ultimate responsibility for the administration and management of the Condominium.

Section 5.2 Other Committees. Other committees, not having or exercising the authority of the Board in the management of the Association, may be appointed by the president or the directors, and such committees may be composed of one or more members of the Association.

Section 5.3 Limitation on Committees. No committee shall have the authority to: amend the articles of incorporation; adopt or amend bylaws; recommend the sale, lease or transfer of substantially all the assets of the Association; recommend a voluntary dissolution of the Association; declare distributions; make assessments; approve a plan of merger, consolidation or exchange; or take any action prohibited under RCW 24.03 or otherwise reserved to the full Board of Directors or to the members of the Association.

ARTICLE 6 HANDLING OF FUNDS

Section 6.1 Accounts. The Association shall establish the necessary funds or accounts to provide properly for the operation and maintenance of the Condominium. The Treasurer shall be responsible for supervising the funds of the Association. Once the Association begins making Assessments, it shall keep at least two funds in two separate accounts as described in Sections 6.2 and 6.3.

Section 6.2 Working Capital Fund Account. The Association shall establish and keep a separate checking account to be known as the "Working Capital Fund" account. This account will be used for the normal operation of the Condominium and will receive all monthly Assessments, first purchasers' initial working capital contributions to the Association, and other monies received by the Association. Checks shall be issued from this account for all management and operation expenditures necessary for the Condominium and maintenance expenses that do not require resort to the Reserve Fund for Common Elements. Monies collected for the Reserve Fund for Common Elements and any other reserve fund that may be established will normally be deposited in the Working Capital Fund account and checks immediately issued to the other account so an overall account of the monies received and disbursed by the Association is centralized in the ledger of the Working Capital Fund account.

Section 6.3 Reserve Fund for Common Elements. Once the Association begins making Assessments, it shall maintain a separate fund which shall be known as the "Reserve Fund for Common Elements." The Treasurer shall deposit into this fund all amounts received as assessments for replacement or capital reserves and any other amounts reasonably anticipated to be required for the periodic maintenance, repair, and replacement of the Common Elements. The monies in this fund may not be used for any purpose other than maintenance, repair, and replacement of the Common Elements.

Section 6.4 Deposit or Investment of Funds. All funds of the Association shall be (i) kept in accounts or deposits that are insured by agencies of the United States of America or shall be (ii) invested in debt obligations of the United States government. The funds of the Association shall not be commingled with the funds of any other association or with the funds of any manager, director, officer or member of the Association. Withdrawals from the account(s) containing any such reserve funds shall require the signature of at least two persons who are officers or directors of the Association.

ARTICLE 7 KEEPING RECORDS AND REPORTS

The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

ARTICLE 8 ADMINISTRATIVE AND FINANCIAL PROVISIONS

Section 8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 8.2 Contracts. The Board, except as otherwise provided in the Bylaws, may by resolution authorize any officer or agent of the Association to enter into any contract or execute and deliver any instrument in the name of and behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have power or

authority to bind the Association in any contract or engagement or to pledge its credit or to render it liable for any purpose in any amount.

Section 8.3 Checks, Drafts, Etc. Except as otherwise specifically determined by resolution of the Board, or as otherwise required by the laws of the State of Washington, checks, drafts, promissory notes, orders for the payment of money or other evidence of indebtedness of the Association shall be signed by such officer or officers, or agent or agents, of the Association and in such manner as is from time to time determined by resolution of the Board.

Section 8.4 Books and Records. The Association shall keep at its registered office, its principal office in Washington, or at its secretary's office in Washington, the following:

- (a) The Association's current Articles of Incorporation and any amendments thereto;
- (b) The Association's current Bylaws and any amendments thereto;
- (c) The Association's records of accounts and finances;
- (d) The name and addresses of the Association's current officers and directors; and
- (e) Minutes of the proceedings of the Board, and any minutes, which may be maintained by committees of the Board. Records may be written or electronic if capable of being converted to writing.

Section 8.5 Copies of Resolutions. Any person dealing with the Association may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board when certified by the president or secretary.

Section 8.6 A Director's Inspection Rights. Every Director shall have the right at any reasonable time to inspect and copy all books, records, and documents of any kind and inspect the physical properties of the Association and shall have such other rights to inspect the books, records, and properties of this Association as may be required under the Articles of Incorporation, the Bylaws, the Declaration, or by the provisions of the laws of the State of Washington.

Section 8.7 Right To Copy and Make Extracts. Any inspection under the provisions of this Article 8 may be made in person or by an agent or attorney of that person, and the right to make such inspection shall include the right to make copies and to make extracts at the sole expense of the party conducting the inspection.

ARTICLE 9 AMENDMENTS

The procedure and necessary consents required for adoption of amendments to the Bylaws are set forth in Article 24 of the Declaration.

CERTIFICATE

I hereby certify that the foregoing Bylaws were duly adopted by the Directors of the Association by unanimous consent on May 30, 2017.



Name: Jon Kinloch
Title: Secretary

U:\DebbieG\Apple Tree\Braeburn Lodge\Bylaws.docx

EXHIBIT E

Braeburn Lodge at Apple Tree, a Condominium

**Brief Description of Permitted Uses and Restrictions
Relating to Units and Common Elements**

The buildings and the Units are restricted to single-family residential use on an ownership, rental or lease basis and for social, recreational or other reasonable activities incidental thereto.

Declaration _____.

Although leasing of Units is permitted, there are certain requirements relating to leases of Units, such as the form of the leases, notices to the Association and rights of the Board to review and approve the lease. Declaration _____.

Each owner is required to maintain the interior of the Owner's Unit in clean and sanitary condition and in good condition. Owners may not alter the exterior of the buildings, their respective Limited Common Elements or any portion of the Unit visible from the outside without Board approval or in accordance with the rules and regulations of the Association. Window coverings are subject to review and approval by the Board of Directors. No communication antennas or other appliances may be installed on the exterior of a building without the prior written consent of the board. Declaration _____.

Owners may not post any signs visible to the public view on or from a Unit, Limited Common Element, or Common Elements without prior consent of the Board or as described in Declaration _____.

Each owner is permitted to keep dogs, cats or other customary household pets in a Unit subject to rules and regulations of the Board. The Board may require removal of pets that unreasonably disturb other owners or create a nuisance. Declaration _____.

Noxious or offensive activities or anything that may become a nuisance or annoyance to other owners in the Units or in the common areas are prohibited. Declaration _____.

Each owner shall have the exclusive right to use the Limited Common Elements allocated to the Owner's Unit. Declaration _____.

The Association may adopt reasonable rules and regulations governing the use of the Common Elements. Declaration _____.

Parking of trailers, campers, boats, recreational vehicles and large or commercial trucks is restricted and all parking of vehicles is subject to regulations and restrictions adopted by the Board of Directors. Declaration _____.

Exhibit F

Braeburn Lodge at Apple Tree, a Condominium

Draft Rules and Regulations

Declarant believes that the provisions of the Declaration, Association Bylaws and general principals of law adequately provide for the proper administration of the Condominium. Consequently, no Rules and Regulations have as yet been adopted for the Association.

Exhibit G

Braeburn Lodge at Apple Tree, a Condominium

Draft Operating Budget

Braeburn Lodge Association Dues Categories	Projected 2017
WSG & Recycling	\$ 5,000.00
Nob Hill Water	
City of Yakima Sewer	
Yakima Waste Garbage	
Elevator - Inspections/Phone Line	\$ 3,000.00
Schindler (inspection)	
CenturyLink (phone)	
Fire Alarm - Monitor - Inspection	\$ 1,500.00
CenturyLink (phone)	
e3 Solutions (monitoring)	
e3 Solutions (annual fire alarm inspec)	
Common Area Electrical	\$ 5,000.00
Pacific Power	
Management Services	\$ 2,500.00
Michael P. Thornton CPA	
Melinda Mendoza	
Building Insurance	\$ 6,000.00
Truck Insurance Exchange	
Window Washing	\$ 1,000.00
Intermountain Cleaning Service	
Common Area Cleaning	\$ 2,000.00
Yakima Specialties	
Snow Removal	\$ 2,000.00
ATR/ATGC Equipment Operators	
Replacement Reserves	
Landscaping Maintenance	\$ 1,500.00
ATR/ATGC Employees	
Miscellaneous	\$ 1,000.00
Secretary of the State	
Elevator Permit	
Bank Fees	
Reserves	\$ 3,000.00
TOTAL:	\$ 33,500.00

*The estimated annual budget is based on an assumption that all improvements are completed, that all estimated expenses are being incurred and that reserves are being collected. The above is only a good faith estimate based upon expenses actually known by Declarant at the time of budget preparation, and may not include expenses (including without limitation, charges and assessments required by government and quasi-government agencies).

Exhibit H

Braeburn Lodge at Apple Tree, a Condominium

Draft of Estimated Monthly Common Expense Liability

Condo Unit #	Area (SF)	Est. Annual Expense Liability	Est. Monthly Assessment	Percentage Interest
101A	1,290	\$ 2,400.00	\$ 200.00	7.30%
201A	1,290	\$ 2,400.00	\$ 200.00	7.30%
301A	1,299	\$ 2,400.00	\$ 200.00	7.30%
102A	1,444	\$ 2,760.00	\$ 230.00	8.20%
202A	1,444	\$ 2,760.00	\$ 230.00	8.20%
302A	1,444	\$ 2,760.00	\$ 230.00	8.20%
103A	1,451	\$ 2,760.00	\$ 230.00	8.20%
203A	1,451	\$ 2,760.00	\$ 230.00	8.20%
303A	1,451	\$ 2,760.00	\$ 230.00	8.20%
104A	1,698	\$ 3,240.00	\$ 270.00	9.60%
204A	1,698	\$ 3,240.00	\$ 270.00	9.60%
304A	1,698	\$ 3,240.00	\$ 270.00	9.60%
Monthly Totals			\$ 2,790.00	100.00%

Exhibit I

Braeburn Lodge at Apple Tree, a Condominium

Association Balance Sheet

Association assessments do not have to be collected from Unit Owners so long as the Declarant is paying all Association Common Expenses. Because Association assessments have not been collected for a period of 90 days or more, no balance sheet has as yet been prepared for the Association.