



**CITY COUNCIL MEETING AGENDA**  
Tuesday, February 18, 2014, at 7 p.m.  
Camas City Hall, 616 NE 4<sup>th</sup> Avenue

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NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC COMMENTS**

**V. CONSENT AGENDA**

- A. Approve the minutes of the February 3, 2014, Camas City Council Meeting, the Work Session minutes of February 3, 2014, and the 2014 Planning Conference Meeting minutes of January 24<sup>th</sup> and January 25<sup>th</sup>, 2014.
- B. Approve claim checks as approved by the Finance Committee
- C. Authorize the write-off of the January 2014 Emergency Medical Services (EMS) billings in the amount of \$57,048.04. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (submitted by Cathy Huber Nickerson)
- D. Authorize the Release of Final Retainage for Project P-883A Police Station Fence and Security Gates to Town & Country Fence Company of Oregon in the amount of \$1689.90. The payment is for work completed in November/December 2013. (submitted by Eric Levison)
- E. Authorize the Release of Final Retainage for Project P-883B Police Station Fence Electrical Work to Haskin Electric in the amount of \$518.64. The final retainage is for work completed in December 2013. (submitted by Eric Levison)
- F. Authorize Pay Estimate No. 4 (final) for Project P-862B Heritage Park Boat Launch and Parking Improvements to Tapani, Inc. in the amount of \$58,787.97 for the work period ending February 2014. (submitted by James Hodges)
- G. Authorize Pay Estimate No. 11 (final) for Project S-545 NW 38<sup>th</sup> Avenue/SE 20<sup>th</sup> Street Extension Roadway Improvements, Phase 1, to Tapani, Inc. in the amount of \$7,299

and accept the project as complete. The pay estimate is for work completed on project documentation. (submitted by Anita Ashton)

- H. Authorize the Mayor to appoint three members to the Joint Policy Advisory Committee (JPAC). As part of the Interlocal Agreement (ILA) that provides for the contracting of fire and EMS, the Mayor is required to appoint three current Council members to sit on the JPAC. This committee must meet at least annually to review the provisions of the ILA and the services provided. This item was on this evening's workshop agenda for discussion. (submitted by Nick Swinhart)
- I. Authorize Pay Estimate No. 1 for Project WS-709D Water Transmission Main to Rotschy, Inc. in the amount of \$807,234.10 for work completed through January 21, 2014. This project is financed through the State of Washington Public Works Board Drinking Water State Revolving Loan Fund with funds obtained from the U.S. Environmental Protection Agency and the Washington Department of Health. The project is budgeted and fully funded. (submitted by James Hodges)
- J. Authorize the City Administrator to sign the Street and Maintenance Agreement with Summit at Columbia Vista, Phase 4, Homeowners Association (HOA). This agreement requires the HOA to maintain a private street and storm collection system located within a 30 foot access easement over the Ash Creek Park property. This agreement absolves the City from maintenance responsibilities of the private roadway and related stormwater collection system. Staff anticipates that the final plat for the Summit at Columbia Vista, Phases 3 & 4 will be on the March 3<sup>rd</sup> Council Agenda for approval. (submitted by James Carothers)
- K. Authorize Pay Estimate No. 9 for Project WS-713 Wastewater Treatment Facilities Improvements, Phase 2B, to Contractors Northwest, Inc. in the amount of \$69,063.72 for work completed through January 24, 2014. This project is budgeted and fully funded. (submitted by James Hodges)
- L. Authorize the Mayor to sign an indemnification agreement with Stoneleaf JV, LLC. Stoneleaf agrees to release the City for any and all claims, losses or expenses arising from any claim by Stoneleaf against the City relating to the failure of the City to process the applications due to a claim by the owners related to their consent. The pending applications are to subdivide 5.58 acres, which are located at NW Pacific Rim Boulevard and Lorenz Street. The property is currently a condominium development, with site plan, design review, and construction approvals. (submitted by Sarah Fox)

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

## **VI. NON-AGENDA ITEMS**

- A. Staff
- B. Council

## **VII. MAYOR**

- A. Announcements

## **VIII. PUBLIC WORKS**

- A. Ordinance No. 2695 Revising Camas Municipal Code (CMC) 12.40.340(F)
  - 1. Details: This ordinance changes the responsible party for making exceptions to the cemetery rules from City Council to City Administrator.  
Department/Presenter: Eric Levison, Public Works Director  
Recommended Action: Adopt Ordinance No. 2695
- B. Resolution No. 1286 Regarding Emergency Sewer Main Repair on NW 6<sup>th</sup> Avenue
  - 1. Details: This is a resolution waiving bidding requirements for a sewer main repair on NW 6<sup>th</sup> Avenue due to existence of an emergency.  
Department/Presenter: Eric Levison, Public Works Director  
Recommended Action: Adopt Resolution No. 1286 pursuant to the Revised Code of Washington (RCW) 39.04.280 waiving the competitive bidding requirements for repair of the NW 6<sup>th</sup> Avenue sewer main due to the existence of an emergency.

## **IX. PUBLIC COMMENTS**

## **X. EXECUTIVE SESSION**

- A. Property Acquisition
- B. Potential Litigation

## **XI. ADJOURNMENT**

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.



**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Monday, February 03, 2014 at 4:30 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

**I. CALL TO ORDER**

Mayor Scott Higgins called the meeting to order at 4:30 p.m.

**II. ROLL CALL**

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen (arrived at 4:54 p.m.), Steve Hogan, Melissa Smith, and Shannon Turk

Staff: Kristin Berquist, Phil Bourquin, Peter Capell, James Carothers, Eric Levison, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, and Nick Swinhart

Press: There were no members of the press present.

Eric Levison, Public Works Director, congratulated Cal Hittle, Chief Sanitation Worker, and presented him with a City of Camas 30-year tenure pin.

**III. PUBLIC COMMENTS**

There were no public comments.

**IV. SPECIAL PRESENTATIONS**

**A. Camas Farmer's Market Report**

Details: The purpose of this topic was to discuss the positive benefits of having the Camas Farmer's Market located in the heart of the City, how it was valuable in incubating small businesses, what are the economic benefits to the community and what are the benefits to community members who shop at the market.

Department/Presenter: Shannon VanHorn, Ed. D

Camas Farmer's Market Presentation 

Shannon VanHorn, Ed. D, president of the Camas Farmer's Market, gave a Power Point Presentation about the benefits of Camas Farmer's Market.

**B. Camas-Washougal Community Chest (presentation added on February 3, 2014)**



Details: Presentation by Dave Pinkernell regarding the work of this non-profit organization within our community.

Department/Presenter: Dave Pinkernell, C/W Community Chest President

[Camas-Washougal Community Chest Presentation](#) 

Dave Pinkernell, C-W Community Chest President, gave a Power Point Presentation about the Community Chest in the Camas community.

## V. PUBLIC WORKS DEPARTMENT

### A. Discussion of Resolution No. 1285 Approving the Proposed Settlement of the Remaining Issues in the Administrative Appeal of the 2013-2018 National Pollutant Discharge Elimination System (NPDES) Stormwater Phase II Permit

Details: Attorneys representing the Coalition of Cities have negotiated a proposed settlement to the remaining issues presented by the Coalition to the Pollution Controls Hearings Board. As of January 27, 2014, a majority of the Coalition partners have adopted the settlement terms which by agreement authorized the Coalition attorneys to notify the Department of Ecology of the acceptance of the settlement proposal prior to the January 31st deadline stipulated in the Resolution. Passage of the Camas Resolution will acknowledge on record our acceptance of the settlement terms.

Department/Presenter: Eric Levison, Public Works Director

[NPDES Proposed Changes](#) 

[Resolution 1285](#) 

Resolution No. 1285 will be included on the February 3rd Regular Meeting Agenda for Council's consideration.

### B. Request by Sylvia Kivett, and Family of Gary R. and Allan R. Lanham to Defer Interment Charges in the Garden of Faith Niche Wall for Gary R. Lanham and Allan R. Lanham

Details: The family requested that the City defer the interment charges (\$350 for Allan and \$285 for Gary) based on the \$1,000 the City collected for the disinterment of Gary R. Lanham. The request from the family is attached, along with a Finance Department Event Timeline. Current City code for disinterment states: "Remains once interred in Camas cemetery are considered permanently disposed of and removal from one grave to another within the cemetery, or removal from Camas cemetery to any other cemetery is strongly discouraged. The \$1,000 fee associated with this function is designed as a disincentive and cost reimbursement for the process involved. By code, each of the services (disinterment and interment) is treated separately with specific fees set by resolution. The Camas Code does allow for Council to make exceptions to any rules as stated in Section 12.40.340 (F) "The city council shall have the right to

make exceptions from the foregoing rules when deemed advisable. Such exceptions shall not be considered as rescinding or waiving any of these rules. Any waiver that may be made by the city council shall not be or considered to be continuing waiver and shall not bar the city or city council from enforcing the usual rules and regulations at any later time if it may be desired so to do.

Department/Presenter: Eric Levison, Public Works Director

[Family Request Letter](#) 

[Finance Timeline](#) 

Council agreed that the \$285 fee for the re-interment of Gary R. Lanham and \$202 of the \$350 interment charge for Allan R. Lanham could be waived. This item will be added to the February 3, Consent Agenda.

**C. Miscellaneous and Scheduling**

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Eric Levison, Public Works Director

Camas pride signs were taken down temporarily and the City of Camas signs have been put up.

**VI. ADMINISTRATION**

**A. Miscellaneous and Updates**

Details: Updates on miscellaneous or emergent items

Department/Presenter: Peter Capell, City Administrator

There were no updates on miscellaneous or emergent items.

**VII. COUNCIL COMMENTS AND REPORTS**

Hazen commented about attending the Lacamas Lake Lodge and Conference Center for the 2014 City of Camas Planning Conference.

Mayor said reservations for the Lodge could be made beginning today, that Clark County Freeholder's will conduct a public meeting at the Lodge on April 8th, and that the dedication for the Lodge is scheduled for March 25th and it will include the dedication of the bench made in Nina Regor's honor.

Hogan said First Friday's Chocolate, Wine, and Romance evening is scheduled for this week. Hogan also commented that the Downtown Camas Association (DCA) has begun the process of soliciting for Business & Occupation related tax donations.

Chaney and Dietzman commented about the 2014 Planning Conference and staff's efforts to make it pleasant for Council. Dietzman recommended the new art show at 2nd Story Gallery upstairs in the Camas Library.

Mayor, in response to Council's prior inquiry, reported that voters within Camas City limits voted against legalizing marijuana. Mayor gave some details about the trip to Olympia he made with former City Administrator, Lloyd Halverson and current City Administrator Peter Capell.

Mayor asked that Council members wear red to show their support for the City of Camas Wellness Program and to arrive at City Hall for a group photo a few minutes before the February 18th Regular Council Meeting.

#### **VIII. PUBLIC COMMENTS**

There were no comments from the public.

#### **IX. ADJOURNMENT**

The meeting adjourned at 5:20 p.m.

*NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.*

**Quick Preview of Workshop Agenda and Supporting Documents - Posted January 29, 2014**

[February 3, 2014, Workshop Agenda Packet](#) 

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Mayor

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City Clerk





**CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**  
**Monday, February 03, 2014 at 7:00 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

*NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.*

**I. CALL TO ORDER**

Mayor Scott Higgins called the meeting to order at 7 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith, and Shannon Turk

Staff: Kristin Berquist, Phil Bourquin, Peter Capell, James Carothers, Eric Levison, Shawn MacPherson, and Cathy Huber Nickerson

Press: There were no members of the press present.

**IV. PUBLIC COMMENTS**

There were no public comments.

**V. CONSENT AGENDA**

**A.** Approved the minutes of the January 21, 2014, Camas City Council Meeting and the work session minutes of January 21, 2014.

January 21, 2014 Regular Council Minutes 

January 21, 2014 Workshop Minutes 

- B. Approved claim checks numbered 119861-119995 in the amount of \$677,765.55.
- C. Authorized the payment of the invoice from the Regional Transportation Council (RTC) for 2014 membership dues in the amount of \$3,500. Attached to the invoice was the 2014 Work Plan and RTC's budget for 2014. (submitted by Peter Capell)

[RTC Invoice, 2014 Work Plan and Budget](#) 

- D. Authorized the Mayor to sign Project P-862 Lacamas Lake Lodge Supplemental Agreement No. 2 with Architect's Associative in the amount of \$54,476. This amount was provided for in the 2014 Budget. Supplemental Agreement No. 2 included construction support for design changes initiated by the City, changed conditions in the field, and as-built drawings for building construction. (submitted by James Carothers)

[P-862 Lacamas Lake Lodge, A2 Supplemental Agreement No. 2](#) 

- E. Authorized Project P-862 Lacamas Lake Lodge Building Improvements Pay Estimate No. 7 payable to JWC Construction LLC, the general contractor for the work period ending January 24, 2014, in the amount of \$196,406.32. (submitted by James Hodges)

[P-862 Pay Estimate No. 7](#) 

- F. Authorized the Mayor to sign Change Order No. 1 for Project P-862B Heritage Park Boat Launch & Parking Improvements to Tapani Underground, Inc., in the amount of \$60,518.86 (including sales tax). Change Order No. 1 covers winter conditions encountered due to permit delays and installation of a storm sewer line that was not included in the original contract. This project remains within budget. (submitted by James Carothers)

[P-862B Change Order No. 1](#) 


- G. Authorized Pay Estimate No. 3 for Project P-862B Heritage Park Boat Launch and Parking Improvements payable to Tapani Underground, Inc., general contractor, in the amount of \$25,333.00 for the work period ending January 20, 2014. (submitted by James Carothers)

[P-862B Pay Estimate No. 3](#) 

- H. Authorized Pay Estimate No. 1 for Project P-883A Police Station Fence and Security Gates to Town & Country Fence Company of Oregon in the



amount of \$34,947.13. The pay estimate was for work completed in November/December of 2013. (submitted by Denis Ryan)

[P-883A Signed Invoice No. 13-217, Pay Estimate No. 1](#) 

- I. Authorized Pay Estimate No. 1 for Project P-883B Police Station Fence Electrical Work to Haskin Electric in the amount of \$9,854.16. The pay estimate is for work completed in December of 2013. (submitted by Denis Ryan)

[P-883B Signed Invoice No. 18634, Pay Estimate No. 1](#) 

- J. Authorized the Mayor to sign Change Order Request No. 1 with Carlson Testing for the Lacamas Lake Lodge and Heritage Park Boat Launch Testing Services Contract Amendment. This amendment, referenced as a change order request, increased the testing services contract with Carlson Testing by \$10,000. The revised total contract amount will be \$22,000. The costs of these projects remain within budget. (submitted by James Carothers)

[Carlson Testing Change Order Request No. 1](#) 

- K. Awarded the contract for Project WS-737 Boulder 2014 Tree Planting Contract to the low bidder, Ramos Reforestation, Inc., in the amount of \$8,400.40. This project is required by the Forest Practice Permit and includes the reforestation of approximately 39 acres of timberland. (submitted by Eric Levison)

[WS-737 Bid Tab](#) 

- L. Authorized retainage for S-576D 2013 Grind/Overlay Brady Road to Granite Construction Company in the amount of \$4,344.91. (submitted by James Carothers)

[S-576D 2013 Grind/Overlay Brady Road Retainage](#) 

- M. Authorized the Mayor to execute Change Order No. 1 for Project WS-709D Water Transmission Main to Rotschy, Inc., in the amount of \$11,101.35. This change order includes two items totaling \$11,101.35. One item listed in the change order is for an increase in the size of a pressure reducing station, the other item is a credit for a change in construction materials. These items amount to about .5 percent of the original \$2,311,765.37 contract amount. This project is financed through the State of Washington Public Works Board Drinking Water State Revolving Loan Fund with funds obtained from the U.S. Environmental

Protection Agency and Washington Department of Health. The project is budgeted and fully funded. (submitted by James Carothers)

[WS-709D Change Order No. 1](#) 

- N. Authorized waiving the \$285 fee for the re-interment of Gary R. Lanham and waive \$202 of the \$350 interment charge for Allan R. Lanham. (submitted by Eric Levison on Feb. 3, 2014)

[Family Request Letter](#) 

[Finance Department Timeline](#) 

**It was moved by Melissa Smith, seconded by Shannon Turk to approve the Consent Agenda. The motion carried unanimously.**

*NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.*

## VI. NON-AGENDA ITEMS

### A. Staff

There were no comments from staff members.

### B. Council

Dietzman commented that it was First Friday this week.

Smith said that there is a Regional Transportation Council meeting this week that she will be attending.

## VII. MAYOR

### A. Announcements

Mayor Higgins announced that the Camas Football movie debuted at the Liberty Theatre at 9 a.m. on February 1st. Movies are available for purchase.

Congratulations were given to Cal Hittle, Chief Sanitation Worker, for 30 years of service at the City of Camas by Mayor Higgins.

Councilmember Melissa Smith was presented a tenure pin by Mayor Higgins for ten years of service on the Camas City Council.



## B. Appointments

[Appointment Information \(attachment added - January 31, 2014\)](#) 

Mayor Higgins appointed Matthew Warner to the Library Board of Trustees for a five-year term expiring December 31, 2018; appointed Lloyd Goodlett and Frank Hood to the Planning Commission for unexpired terms ending December 31, 2014; and appointed Jim Short to the Design Review Board. The Lodging Tax Advisory Committee membership was adjusted since the Fairgate Inn is no longer a lodge; less members are allowed. In the future, a salary and a parking commission will be formed.

**It was moved by Melissa Smith, seconded by Tim Hazen to accept the Mayor's recommendations for appointments as listed. The motion carried unanimously.**

## VIII. COMMUNITY DEVELOPMENT

### A. [Ordinance No. 2692 Authorizing the Process of Condemning Land for the Purpose of Constructing NW 38th Avenue, Phase II](#)

Details: This ordinance authorized the City Attorney to begin the legal proceedings to condemn a portion of properties owned by Ton V. Tran, Patrick E. O'Day & Mary C. Cox-O'Day, and MacDonald Living Trust and Donald G. Mackay Remainder Trust. There are no structures located within the subject properties and no relocation of any personal property is required. This ordinance provided a tool that will allow the City to construct improvements upon receipt of possession and use of the properties and payment acceptable to governing funding agencies for said properties, prior to the closing transactions thereof.

Department/Presenter: James Carothers, Engineering Manager

[Ordinance No. 2692](#) 

Dan MacKay, 4041 NW Sierra Drive, Camas, representing MacDonald Remainder Trust, relayed that the possession and use agreement would be signed and delivered to the City of Camas on Tuesday, February 4th.

**It was moved by Don Chaney, seconded by Greg Anderson that Ordinance No. 2692 be read by title only. The motion carried unanimously.**

**It was moved by Don Chaney, seconded by Greg Anderson that Ordinance No. 2692 be adopted and published according to law**

noting that the dates in Section L and M be changed to reflect the current date. The motion carried unanimously.

**B. Ordinance No.2693 Authorizing the Process of Condemning Land for the Purpose of Constructing NW Friberg/Strunk Street**

Details: This ordinance authorizes the City Attorney to begin the legal proceedings to condemn a portion of property owned by Cam Thomas. There are no structures located within the subject properties and no relocation of any personal property is required. This ordinance provides a tool that will allow the City to construct improvements upon receipt of possession and use of said property and payment acceptable to governing funding agencies for said property, prior to the closing transactions thereof.

Department/Presenter: James Carothers, Engineering Manager

[Ordinance No. 2693](#) 

**It was moved by Greg Anderson, seconded by Don Chaney that Ordinance No. 2693 be read by title only. The motion carried unanimously.**

**It was moved by Greg Anderson, seconded by Steve Hogan that Ordinance No. 2693 be adopted and published according to law. The motion carried unanimously.**

**C. Ordinance No. 2694 for Amendments to Multi-Family Residential Districts Development Standards**

Details: An ordinance adopting amendments to the development standards of multi-family residential zoning districts within Title 18 of the Camas Municipal Code (CMC) as follows: CMC§18.05.020 Districts designated; CMC§18.05.040 Residential and multi-Family zones; and CMC§18.09.050 Table 3 - Density and Dimensions for multifamily residential zones. City Council approved the amendments at a public hearing on January 21, 2014, and directed the City Attorney to draft an ordinance for adoption.

Department/Presenter: Phil Bourquin, Community Development Director

[Ordinance No. 2694](#) 

**It was moved by Linda Dietzman, seconded by Greg Anderson that Ordinance No. 2694 be read by title only. The motion carried unanimously.**



**It was moved by Linda Dietzman, seconded by Greg Anderson that Ordinance No. 2694 be adopted and published according to law. The motion carried unanimously.**

## **IX. PUBLIC WORKS**

### **A. Resolution No. 1285 Approving the Proposed Settlement of the Remaining Issues in the Administrative Appeal of the 2013-2018 National Pollutant Discharge Elimination System (NPDES) Phase II Permit**

Details: Attorneys representing the Coalition of Cities have negotiated a proposed settlement to the remaining issues presented by the Coalition to the Pollution Controls Hearings Board. As of January 27, 2014, a majority of the Coalition partners have adopted the settlement terms which by the agreement authorized the Coalition attorneys to notify the Department of Ecology of the acceptance of the settlement proposal prior to the January 31st deadline stipulated in the Resolution. Passage of the Camas Resolution will acknowledge on record our acceptance of the settlement terms.

Department/Presenter: Eric Levison, Public Works Director

[NPDES Proposed Changes](#) 

[Resolution 1285](#) 

**It was moved by Greg Anderson, seconded by Melissa Smith that Resolution No. 1285 approving the settlement of the remaining issues in the administrative appeal of the 2013-2018 National Pollutant Discharge Elimination System (NPDES) Phase II Permit be read by title only. The motion carried unanimously.**

**It was moved by Greg Anderson, seconded by Melissa Smith that Resolution No. 1285 approving the settlement of the remaining issues in the administrative appeal of the 2013-2018 National Pollutant Discharge Elimination System (NPDES) Phase II Permit be adopted. The motion carried unanimously.**

## **X. PUBLIC COMMENTS**

There were no comments from the public.

Anderson noted that Ordinance 2692 should be revised since the ordinance wording did not state that it was an emergency ordinance. The current date, as previously amended, should be maintained.



It was moved by Anderson and seconded by Hogan to amend the motion to approve Ordinance 2692, as previously passed, to include a revision to Section VI declaring it as an emergency ordinance.

Anderson withdrew his motion because it was Chaney who originated the motion.

**It was moved by Chaney and seconded by Anderson to amend his original motion of Ordinance 2692 as previously passed to include a revision to Section VI declaring it as an emergency ordinance. All were in favor.**

## **XI. EXECUTIVE SESSION**

### **A. Pending Litigation (Item Added January 31, 2014)**

The meeting recessed at 7:19 p.m. for discussion about potential litigation for an estimated twenty minutes. No further action will be taken.

## **XII. ADJOURNMENT**

The meeting adjourned at 7:40 p.m.

*NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.*

## **Quick Preview of Agenda and Supporting Documents**

[February 3, 2014, Council Agenda Packet](#) 

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Mayor

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City Clerk



**2014 PLANNING CONFERENCE MINUTES - Draft**  
**Friday, January 24, 2014 at 1:00 p.m.**  
**Lacamas Lake Lodge & Conference Center**  
**227 NE Lake Road, Camas, WA**

*Note: This recording contains audio only.*

**I. OPENING STATEMENT (1:00 p.m.)**

The City of Camas Planning Conference began at 1:00 p.m.

In attendance were Mayor Scott Higgins, and Council members Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, and Shannon Turk.

Staff members present were Jerry Acheson, Krista Bashaw, Kristin Berquist, Phil Bourquin, Pete Capell, Leisha Copsey, Sherry Coulter, Jeff Englund, Sarah Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Eric Levison, Randy Miller, Shyla Nelson, Linda Swenton, Nick Swinhart, Joe Vrtiska, and David Zavortink.

Paul Dennis, President/CEO, of the Camas-Washougal Economic Development Association was present to give a presentation and Heather Acheson, Editor, of the Camas-Washougal Post Record was also in attendance.

Ryan Mottau and Jonathan Pheanis representing MIG, Attorney Randy Printz, and Washougal City Administrator David Scott were also in attendance to assist with presentations. Parks and Recreation Commission Chair Brent Erickson and commission members Randy Curtis and Cassie Marshall were also present.

Camas School District Superintendent Mike Nerland was present to facilitate the conference.

There were approximately 14 members of the public present during the conference.

Mayor Scott Higgins welcomed everyone to the conference and made opening remarks.

City Administrator Pete Capell acknowledged the contractor and staff for their hard work in getting the lodge ready for the planning conference.

Capell and Facilitator Mike Nerland gave opening statements.

## **II. INTRODUCTIONS AND TEAM BUILDING EXERCISE (1:15 p.m.)**

### **A. Introductions and Team Building Exercise**

Details: Introductions were made and Council and Capell participated in a team building exercise.

Department/Presenter: Mike Nerland, Superintendent of the Camas School District

## **III. COMMUNITY DEVELOPMENT DEPARTMENT (1:30 p.m.)**

### **A. 2014 Community Development Department Work Plan**

Details: There was a discussion about significant projects and/or legislative proposals and priorities within the Community Development Department for 2014.

Department/Presenter: Phil Bourquin, Community Development Director

[2014 Active Project Map \(large file - it may take a few minutes to load\)](#) 

[2014 Community Development Work Plan](#) 

Attorney Randy Printz gave Council an overview about a potential master plan for the Grass Valley area, formerly known as the Cascade Business Park. Discussion ensued.

Throughout the conference Nerland asked Council to participate in an exercise to get to know each other better.

## **IV. BREAK (2:30 p.m.)**

The conference went into a recess at 2:10 p.m. The conference reconvened at 2:30 p.m.

## **V. PARKS AND RECREATION DEPARTMENT (2:45 p.m.)**

### **A. Parks, Recreation and Open Space (PROS) Comprehensive Plan Update**

Details: The purpose of this presentation was to provide a review of the PROS Plan Update and to gather feedback from the Council regarding the plan's direction. The presentation began with an overview of the planning process, including key phases in the development of the plan. This was followed with a description of the public involvement activities and key findings that will inform updates to the plan, along with an overview of changes since the 2006 plan, and major elements of the park system concept update. The presentation concluded with a summary of implementation steps and also included time for questions and answers.



Department/Presenter: Jerry Acheson, Parks and Recreation Manager, and Ryan Mottau and Jonathan Pheanis representing MIG

[Parks, Recreation and Open Space Comprehensive Plan Update Presentation](#)



Council listened to the presentation and provided feedback to staff regarding the plan's direction. The goal is to bring the PROS Comprehensive Plan Update to Council for adoption in April.

**VI. POLICE DEPARTMENT (3:15 p.m.)**

**A. Formation of a Camas Parking Commission**

Details: The City Council heard a presentation about forming a Parking Commission to hear issues and requests for changes to downtown parking rules and regulations. This Commission would be made up of citizens and stakeholders appointed by the Mayor. They would be authorized to hold regular meetings and make recommendations to the City Council about parking matters in the downtown core area.

Department/Presenter: Captain Shyla Nelson will present the material, assisted by Community Development Director Phil Bourquin and Washougal City Administrator David Scott

[Downtown Parking Commission Presentation](#)



City Council reviewed the presented material and confirmed that they would like staff to move forward with the possible formation of a Camas Parking Commission.

**VII. COMMUNITY DEVELOPMENT DEPARTMENT (3:45 p.m.)**

**A. Economic Development Outlook**

Details: Paul Dennis of the Camas-Washougal Economic Development Association (CWEDA) presented a 2014 economic development outlook for Camas and the vicinity. He also highlighted the City of Camas video and CWEDA's website.

Department/Presenter: Paul Dennis, President/CEO, of the CWEDA

Mayor Higgins gave Council a brief update about the CWEDA meetings that he has been attending and the partnerships involved.

## **VIII. FINANCE DEPARTMENT (4:00 p.m.)**

### **A. Biennial Budget Process**

Details: This presentation was to discuss a biennial budget process, the pros and cons and what a revised budget process would look like. Cities have been permitted to use the biennial budget process since 1985. There are alternate ways to structure a biennial budget and there are reasons to have or not to have a biennial budget process. This discussion focused on what Camas could gain with a biennial budget process and how it can mitigate concerns with the process.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Biennial Budget Presentation \(attachment added - January 23, 2014\)](#) 

This matter will come before Council in the future for further discussion and a potential decision in June.

## **IX. PUBLIC COMMENTS/CLOSING REVIEW (4:45 p.m.)**

Ken Hadley, 4011 F Circle, Washougal, commented about trail connections and the potential formation of a Camas Parking Commission.

Brenda Schallberger, 17413 SE 22nd, Vancouver, commented about the Community Development Comprehensive Plan and the possibility of revisioning the downtown Camas area. She also spoke about the need to promote tourism.

Capell asked some of the department heads to describe their vision or to give an example of what they think "the Camas way" means. Capell gave his perspective of "the Camas way".

Mayor and Council made closing comments.


Mayor also thanked staff for all of their hard work in getting the lodge ready for the conference and Nerland for facilitating the meetings.

## **X. ADJOURNMENT**

The meeting adjourned at 4:52 p.m.



**Quick Preview of Agenda and Supporting Documents - Posted January 22, 2014**

Planning Conference Agenda - Day One with Supporting Documents 

*NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that persons with special needs have opportunities to participate. For more information, please call 360.834.6864.*

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Mayor

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City Clerk



**2014 PLANNING CONFERENCE MINUTES - Draft**  
**Saturday, January 25, 2014 at 9:00 a.m.**  
**Lacamas Lake Lodge & Conference Center**  
**227 NE Lake Road, Camas, WA**

*Note: This recording contains audio only.*

**I. OPENING COMMENTS/PLANNING CONFERENCE AGENDA REVIEW (9:00 a.m.)**

Day two of the City of Camas Planning Conference began at 9:04 a.m.

In attendance were Mayor Scott Higgins, and Council members Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, and Melissa Smith.

Staff members present were Jerry Acheson, Kristin Berquist, Kim Berry, Phil Bourquin, Pete Capell, Leisha Copsy, Sherry Coulter, Jennifer Gorsuch, Cathy Huber Nickerson, Eric Levison, Randy Miller, Shyla Nelson, Ron Schumacher, Nick Swinhart, and David Zavortink.

Heather Acheson, Editor, of the Camas-Washougal Post Record was also in attendance. Library Board of Trustees Chair Brian Christopher and trustees Carolee Dewars and Julie Ann Hill were also present.

Camas School District Superintendent Mike Nerland was present to facilitate the conference.

There were approximately three members of the public present during the conference.

Nerland made opening comments and briefly reviewed the agenda for the day.

Council member Smith participated in the same team building exercise that was performed on Friday afternoon.

**II. FIRE DEPARTMENT (9:15 a.m.)**

**A. Special Events Permits Allowing Fireworks Discharge Outside Prescribed Times**

Details: For many years, the Camas Fire Department (CFD) has issued special events permits for the discharge of fireworks outside the normally allowed times. Typically, these permits would be for celebrations like anniversaries and birthdays. In an opinion rendered on July 29, 2013, City Attorney Roger Knapp issued an opinion stating that the ordinance language that the CFD had always used as authorization for issuing such permits, in fact, did not grant the proper legal authority required. The Revised Code of Washington (RCW) 70.77.311 does allow the issuance of special events permits for fireworks. However, the

City Attorney states that Camas Municipal Code 5.20.050 (Special Events Permits) must be amended to contain a reference to RCW 70.77.311 for such a provision to be used for fireworks. Based on the suggestion from the City Attorney and on order from the Fire Chief, the issuance of special events permits for fireworks have been prohibited since that time. Several months ago, Fire Chief Nick Swinhart approached the Council at a workshop and asked for direction on this issue. The direction requested was if the Council wished such permits to be issued in the future, and if so, whether they were prepared to make the necessary ordinance changes to do so. Direction of Council at this meeting was that they desired the continuation of such permits, but with more strict guidelines. They asked the Fire Chief to investigate what kind of restrictions other municipalities used, and to report back with sample guidelines when completed. Based on this research, sample restrictions were attached to the agenda for Council to discuss.

Department/Presenter: Nick Swinhart, Fire Chief

#### Sample Fireworks Permit Restrictions

Council discussed the sample guidelines and provided staff with feedback regarding the restrictions that they believe should be imposed.

This topic will come back before Council at a future workshop for further discussion.

Swinhart asked Council if they want to discuss the current dates and times that fireworks can be purchased and discharged at a future workshop. Council confirmed that they would like to have this discussion sometime after July.

Throughout the conference Nerland asked Council to participate in an exercise to get to know each other better.

### **III. PUBLIC WORKS DEPARTMENT (9:45 a.m.)**

#### **A. Utility Rate Subsidy Program for Low Income/Seniors**

Details: During the adoption of the 2014-2018 utility rates, Council requested that staff research options to provide a safety net for low income/senior constituents. Staff tasked the FSC Group with identifying legal parameters for subsidies, and to provide examples of other Washington City programs (see attached memorandum). Shawn MacPherson, City Attorney, confirmed with the Washington Cities Insurance Authority (WCIA) that the Utility Fund can make a direct contribution to an outside rate assistance program. Funding contribution levels and rate impacts have been identified for each utility in the attached spreadsheet. During the utility rate discussion, staff recommended that any assistance program should have minimal impact on existing City staff, and should have no or minimal impact on existing rate payers.

Department/Presenter: Eric Levison, Public Works Director, and Cathy Huber Nickerson, Finance Director



## FCS Group Memorandum

### Rate Impacts

After discussion, Council directed staff to move forward with the implementation of a utility rate assistance program similar to that of the City of Spokane example that was described in the FCS Group Memorandum. More discussion about this topic will occur during the summer when the utility billing modification discussion takes place.

#### **IV. BREAK (10:15 a.m.)**

The conference went into recess at 10:05 a.m. The conference reconvened at 10:30 a.m.

Library Director David Zavortink announced that the break was sponsored by the Library Board of Trustees. Zavortink introduced the trustees that were present.

#### **V. CITY ADMINISTRATION (10:30 a.m.)**

##### **A. Salary Review Commission**

Details: The session consisted of a discussion relating to the creation of a Salary Review Commission for the purpose of setting the salary for the Mayor and Council members. The Commission would study the relationship of salaries to the duties of the Mayor and City Council members. The Commission would be required to hold at least one public hearing prior to establishing the salaries.

Department/Presenter: Pete Capell, City Administration

[City of Vancouver Salary Review Commission - City Charter !\[\]\(cf531ed27e91483460120fcc057b3901\_img.jpg\)](#)

[City of Washougal Salary Commission - Municipal Code !\[\]\(d3102649f02e825ddb76dc3de0190154\_img.jpg\)](#)

Council directed staff to work with the City Attorney to begin drafting an ordinance for the creation of a Salary Review Commission.

#### **VI. FINANCE DEPARTMENT (10:45 a.m.)**

##### **A. 2014 Budget, Debt Outstanding and Financial Policies**

Details: The purpose of this presentation was to walk through the new 2014 City of Camas Budget Document. This document was reformatted to conform to the Government Finance Officers Association (GFOA's) Best Practices. Included in the document is a section on the debt outstanding for the City as well as financial policies. There was discussion around debt about potential future obligations and the possible need for short term financing. The financial policies discussion centered on the need to bring the policies up to date with the GFOA Best Practices and what that effort provides.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Finance Department Presentation (attachment added - January 23, 2014) 

When the financial policies are created or updated they will be brought back to Council for discussion at future workshops.

There will be more discussion around debt during financial review presentations that will occur thru the year.

**VII. PUBLIC COMMENTS/CLOSING REVIEW (11:45 a.m.)**

There were no comments from the public.

Mayor, Council, Capell and Nerland made closing comments.

Mayor also mentioned that a bench will be placed at the Lacamas Lake Lodge and Conference Center in memory of past City Administrator Nina Regor.

**VIII. ADJOURNMENT**

The meeting adjourned at 11:42 a.m.

**Quick Preview of Agenda and Supporting Documents - Posted January 22, 2014**

Planning Conference Agenda - Day Two with Supporting Documents 

*NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that persons with special needs have opportunities to participate. For more information, please call 360.834.6864.*

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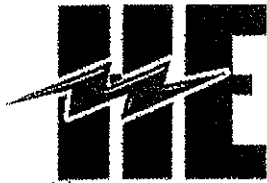
Mayor

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City Clerk







Acts 4112

*Haskin Electric, Inc.*

Haskin Electric, Inc.  
 5317 NE St. Johns Road  
 Suite C  
 Vancouver, WA 98661

# Invoice

Date	Invoice #
12/31/13	18634

*Retainage*

Bill To
City of Camas 616 NE 4th Avenue Camas, WA 98607

Job Location:
Camas Police Station 2100 NE 3rd Avenue Camas, WA 98607

P.O. No.	Terms	Due Date	Rep
P-883B	Net 15	1/15/14	

Qty	Description	U/M	Price Each	Amount
	Price as per bid.		7,850.00	7,850.00T
	Change Order		1,719.00	1,719.00T
<p><i>P883.B 001-08-594 210-02</i></p> <p><i>5% Retainage = \$518.64</i></p> <p><i>Derry 2/4/14</i></p>				

Haskin Electric celebrates more than 60 years of service! Thank you for your loyalty and support!	<b>Subtotal</b>	\$9,569.00
	<b>Sales Tax (8.4%)</b>	\$803.80
	<b>Total</b>	\$10,372.80

Phone #	Fax #	E-mail	Web Site
360-735-0898	360-735-1196	sarah@haskinelectric.com	www.haskinelectric.com

CITY OF CAMAS PROJECT NO. P-862B Project Name: Heritage Park Boat Launch & Parking Improvements	PAY ESTIMATE: PAY PERIOD:  Original Contract Amount:	FOUR - FINAL Jan 21, 2014 - Feb 10, 2014  \$391,432.40	Tapani Inc. PO Box 1900 Battle Ground, WA 98604 Phone: (360) 687-1148 FAX: (360) 687-6748
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ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
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<b>SCHEDULE "A" - Boat Launch</b>											
1	Boat Launch & Dock Installation	LS	1.00	\$52,600.00	\$52,600.00	1.00	\$52,600.00	0.00	\$0.00	1.00	\$52,600.00
Schedule "A" Subtotal:					\$52,600.00		\$52,600.00		\$0.00		\$52,600.00
Sales Tax:					Rate: 8.4%	\$4,418.40	\$4,418.40	\$0.00	\$4,418.40		\$4,418.40
Schedule "A" Total:					\$57,018.40		\$57,018.40		\$0.00		\$57,018.40

<b>SCHEDULE "B" - Parking Lot</b>											
2	Parking Lot, Sidewalk & Trail	LS	1.00	\$245,000.00	\$245,000.00	1.00	\$245,000.00	0.00	\$0.00	1.00	\$245,000.00
Schedule "B" Subtotal:					\$245,000.00		\$245,000.00		\$0.00		\$245,000.00
Sales Tax:					Rate: 8.4%	\$20,580.00	\$20,580.00	\$0.00	\$20,580.00		\$20,580.00
Schedule "B" Total:					\$265,580.00		\$265,580.00		\$0.00		\$265,580.00

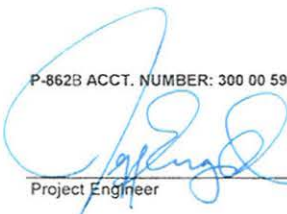
<b>SCHEDULE "C" - Storm Drainage System</b>											
3	Install pipe, manholes, filter vault & outfall	LS	1.00	\$63,500.00	\$63,500.00	1.00	\$63,500.00	0.00	\$0.00	1.00	\$63,500.00
Schedule "B" Subtotal:					\$63,500.00		\$63,500.00		\$0.00		\$63,500.00
Sales Tax:					Rate: 8.4%	\$5,334.00	\$5,334.00	\$0.00	\$5,334.00		\$5,334.00
Schedule "B" Total:					\$68,834.00		\$68,834.00		\$0.00		\$68,834.00

<b>SCHEDULE "D" - Change Orders</b>											
4	Change Order No. 1	LS	1.00	\$56,854.90	\$56,854.90	0.00	\$0.00	1.00	\$56,854.90	1.00	\$56,854.90
Schedule "B" Subtotal:					\$56,854.90		\$0.00		\$56,854.90		\$56,854.90
Sales Tax:					Rate: 8.4%	\$4,775.81	\$0.00	\$0.00	\$4,775.81		\$4,775.81
Schedule "B" Total:					\$61,630.71		\$0.00		\$61,630.71		\$61,630.71

	ORIGINAL CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
SUBTOTALS	\$361,100.00	\$361,100.00	\$56,854.90	\$417,954.90
CHANGE ORDERS TO DATE	\$56,854.90	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$417,954.90	\$361,100.00	\$56,854.90	\$417,954.90
SALES TAX (8.4%)	\$35,108.21	\$30,332.40	\$4,775.81	\$35,108.21
TOTAL CONTRACT	\$453,063.11	\$391,432.40	\$61,630.71	\$453,063.11
LESS 5% RETAINAGE	-----	(\$18,055.00)	(\$2,842.75)	(\$20,897.75)
TOTAL LESS RETAIN.	-----	\$373,377.40	\$58,787.97	\$432,165.37

P-862B ACCT. NUMBER: 300 00 594 760 63

THIS PAY EST. LESS RETAINAGE \$58,787.97

  
Project Engineer  
Date 2/11/14

  
Contractor  
Date 2/11-2014

  
Project Manager  
Date 2/11/2014



CITY OF CAMAS PROJECT NO. S-545 DESCRIPTION: NW 38th Ave/SE 20th St. Extension Roadway Improvements, Ph. 1 PAY ESTIMATE #11-Final Council Meeting Date: February 18, 2014 Work Period Date: December 11, 2013 to December 31, 2013		TAPANI, INC. P.O. BOX 1900 BATTLE GROUND, WA 98604 Phone: (360) 687-1148 Original Contract Total: \$3,651,231.33 (Includes Sales Tax Amount: \$9,093.08)			STP Funding Tracking (Expenditures not to Exceed \$1,140,599.00) Expenditures to Date Group 1		TIB Funding Tracking (Expenditures not to Exceed \$1.75 ML) Expenditures to Date Group 2		PWWF Funding Tracking (Expenditures after Groups 1 & 2) Expenditures to Date Group 3		WTR/SWR Funding Tracking (Schedule B Items Only) Expenditures to Date Group 4		Previous Estimate #		Current Estimate #		Totals to Date		
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
A 1	Intimization	LS	1.00	\$258,000.00	\$258,000.00	1.00	\$258,000.00							1.00	\$258,000.00			1.00	\$258,000.00
A 2	Structure Surveying	LS	1.00	\$12,000.00	\$12,000.00	0.25	\$3,000.00	0.58	\$6,960.00	0.17	\$2,040.00			1.00	\$12,000.00			1.00	\$12,000.00
A 3	Roadway Surveying	LS	1.00	\$15,000.00	\$15,000.00	0.40	\$6,000.00	0.43	\$6,450.00	0.17	\$2,550.00			1.00	\$15,000.00			1.00	\$15,000.00
A 4	SPCC Plan	LS	1.00	\$1,500.00	\$1,500.00	1.00	\$1,500.00							1.00	\$1,500.00			1.00	\$1,500.00
A 5	Traffic Control Supervisor	LS	1.00	\$9,500.00	\$9,500.00	0.25	\$2,375.00	0.58	\$5,510.00	0.17	\$1,615.00			1.00	\$9,500.00			1.00	\$9,500.00
A 6	Flaggers and Spotters	HR	660.00	\$55.00	\$36,300.00	987.50	\$54,361.50	1,308.60	\$71,973.00	707.55	\$39,915.25			3,003.45	\$165,189.75			3,003.45	\$165,189.75
A 7	Other Traffic Control Labor	HR	200.00	\$55.00	\$11,000.00	20.50	\$1,127.50	66.80	\$3,674.00	56.80	\$3,124.00			144.10	\$7,925.50			144.10	\$7,925.50
A 8	Other Temporary Traffic Control	LS	1.00	\$5,000.00	\$5,000.00			0.33	\$4,150.00	0.17	\$850.00			1.00	\$5,000.00			1.00	\$5,000.00
A 9	Cleaning and Grubbing	Acres	7.53	\$3,500.00	\$26,355.00	8.25	\$21,875.00	1.18	\$4,130.00	0.10	\$350.00			7.53	\$26,355.00			7.53	\$26,355.00
A 10	Removal of Structures and Obstructions	LS	1.00	\$5,000.00	\$5,000.00	0.39	\$1,950.00	0.44	\$2,200.00	0.17	\$850.00			1.00	\$5,000.00			1.00	\$5,000.00
A 11	Sawcutting, Planning, and Grubbing By-Products	LS	1.00	\$3,500.00	\$3,500.00			1.00	\$3,500.00					1.00	\$3,500.00			1.00	\$3,500.00
A 12	Roadway Excavation, incl. Haul	CY	3752.00	\$18.00	\$67,536.00	2,333.60	\$42,004.80	6,391.40	\$115,045.20					8,725.00	\$157,056.00			8,725.00	\$157,056.00
A 13	Unstable Foundation Excavation, incl. Haul	CY	235.00	\$35.00	\$8,225.00	92.80	\$3,248.00	164.10	\$5,743.00					256.90	\$8,991.50			256.90	\$8,991.50
A 14	Gravel Borrow, incl. Haul	CY	9600.00	\$20.00	\$192,000.00	12,000.00	\$240,000.00	7,128.00	\$142,560.00					19,128.00	\$382,560.00			19,128.00	\$382,560.00
A 15	Structure Excavation Class B, Incl. Haul	CY	2300.00	\$8.00	\$18,400.00	1,381.10	\$11,048.80	1,104.00	\$8,832.00					2,485.10	\$19,880.80			2,485.10	\$19,880.80
A 16	Construction Geotextile for Separation	SY	1875.00	\$1.50	\$2,812.50	3,164.00	\$4,746.00	148.00	\$222.00					3,312.00	\$4,968.00			3,312.00	\$4,968.00
A 17	In-Place Cement Treated Base (CTB)	SY	4879.00	\$3.50	\$17,076.50			4,080.00	\$14,210.00					4,080.00	\$14,210.00			4,080.00	\$14,210.00
A 18	Cement for CTB	TN	147.00	\$120.00	\$17,640.00			108.98	\$13,073.20					108.98	\$13,073.20			108.98	\$13,073.20
A 19	Crushed Surfacing Base Course	TN	10300.00	\$18.00	\$185,400.00			12,691.40	\$228,445.20					12,691.40	\$228,445.20			12,691.40	\$228,445.20
A 20	Planing Bituminous Pavement	SY	333.00	\$19.00	\$6,327.00			248.70	\$4,687.30					248.70	\$4,687.30			248.70	\$4,687.30
A 21	HMA CI 1/2" PG 64-22	TN	6268.00	\$75.00	\$470,100.00	422.44	\$31,683.00	2,970.28	\$222,769.50	2,193.08	\$164,481.00			5,572.44	\$417,253.50	13.32	\$999.00	5,585.78	\$418,252.50
A 22	HMA for Approach, CI 1/2" PG 64-22	TN	27.00	\$170.00	\$4,590.00					39.04	\$6,636.80			39.04	\$6,636.80			39.04	\$6,636.80
A 23	Preparation of Existing Surfaces, CSS-1 for Tack Coat	LF	4.00	\$3,000.00	\$12,000.00					6.50	\$22,750.00			5.70	\$19,950.00	0.80	\$2,800.00	6.50	\$22,750.00
A 24	Testing Storm Sewer Pipe	LF	4938.00	\$1.00	\$4,938.00			3,224.00	\$3,224.00					3,224.00	\$3,224.00			3,224.00	\$3,224.00
A 25	Shoring, Trench Safety System (\$1.00 min.)	LF	4938.00	\$1.00	\$4,938.00	918.00	\$918.00	1,148.00	\$1,148.00					2,064.00	\$2,064.00			2,064.00	\$2,064.00
A 26	Structure Excavation Class A, Incl. Haul	CY	1230.00	\$17.00	\$20,910.00	651.30	\$11,072.10							651.30	\$11,072.10			651.30	\$11,072.10
A 27	Gravel Backfill for Wall	CY	1288.00	\$40.00	\$51,520.00	1,069.77	\$42,790.80							1,069.77	\$42,790.80			1,069.77	\$42,790.80
A 28	Gravel Backfill for Foundation, Class A	CY	107.00	\$40.00	\$4,280.00	7.60	\$304.00							7.60	\$304.00			7.60	\$304.00
A 29	St. Reinforced Bar for Concrete Traffic Barrier	LB	129218	\$0.25	\$32,304.50	48,825.00	\$12,206.25							48,825.00	\$12,206.25			48,825.00	\$12,206.25
A 30	St. Reinforced Bar for Retaining Wall	LB	85120.00	\$0.25	\$21,280.00	35,884.00	\$8,971.00							35,884.00	\$8,971.00			35,884.00	\$8,971.00
A 31	St. Reinforced Bar for Pedestrian Barrier	LB	1325.00	\$0.25	\$331.25			731.00	\$182.75					731.00	\$182.75			731.00	\$182.75
A 32	Concrete CI 4000 - Traffic Barrier	CY	688.00	\$450.00	\$309,600.00			627.80	\$283,510.00	182.31	\$82,039.50			710.11	\$319,549.50			710.11	\$319,549.50
A 33	Concrete CI 4000 - Retaining Wall	CY	407.00	\$300.00	\$122,100.00	331.94	\$99,582.00	23.27	\$6,981.00	4.26	\$1,278.00			359.47	\$107,841.00			359.47	\$107,841.00
A 34	Concrete CI 4000 - Pedestrian Guardrail	CY	9.00	\$850.00	\$7,650.00			16.05	\$10,432.50	-1.02	(\$683.00)			15.03	\$9,769.50			15.03	\$9,769.50
A 35	Bridge Railing, Type Metal	LF	822.00	\$60.00	\$49,320.00					810.00	\$48,600.00			810.00	\$48,600.00			810.00	\$48,600.00
A 36	high	LF	61.00	\$55.00	\$3,355.00					223.00	\$12,265.00			284.00	\$15,620.00			284.00	\$15,620.00
A 37	Aluminum Arch Culvert	LF	76.00	\$3,000.00	\$228,000.00	75.00	\$37,500.00			35.00	\$2,100.00			75.00	\$225,000.00			75.00	\$225,000.00
A 38	Ductile Iron Pipe for Storm Sewer Culvert, 12" Dia.	LF	46.00	\$60.00	\$2,760.00					35.00	\$2,100.00			35.00	\$2,100.00			35.00	\$2,100.00
A 39	Corrugated Polyethylene Storm Sewer Pipe, 6" Dia.	LF	155.00	\$19.00	\$2,945.00					165.00	\$3,135.00			165.00	\$3,135.00			165.00	\$3,135.00
A 40	Corrugated Polyethylene Storm Sewer Pipe, 8" Dia.	LF	114.00	\$28.00	\$3,192.00					6.00	\$168.00			6.00	\$168.00			6.00	\$168.00
A 41	Corrugated Polyethylene Storm Sewer Pipe, 10" Dia.	LF	527.00	\$18.00	\$9,486.00					416.90	\$7,504.20			416.90	\$7,504.20			416.90	\$7,504.20
A 42	Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF	863.00	\$26.00	\$22,438.00	469.00	\$12,194.00	484.30	\$12,591.80					953.30	\$24,785.80			953.30	\$24,785.80
A 43	Manhole 48" Dia., Type 1	EA	9.00	\$2,500.00	\$22,500.00	2.40	\$6,000.00	5.30	\$13,250.00	1.30	\$3,250.00			9.00	\$22,500.00			9.00	\$22,500.00
A 44	Manhole 60" Dia., Type 1	EA	1.00	\$3,800.00	\$3,800.00			1.00	\$3,800.00					1.00	\$3,800.00			1.00	\$3,800.00
A 45	Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF	129.00	\$32.00	\$4,128.00	91.50	\$2,928.00							91.50	\$2,928.00			91.50	\$2,928.00
A 46	Corrugated Polyethylene Storm Sewer Pipe, 24" Dia.	LF	315.00	\$55.00	\$17,325.00			288.00	\$15,840.00					288.00	\$15,840.00			288.00	\$15,840.00
A 47	Manhole 48" Dia., Type 3	EA	1.00	\$2,800.00	\$2,800.00	0.80	\$2,240.00			1.00	\$2,800.00			1.00	\$2,800.00			1.00	\$2,800.00
A 48	Manhole 60" Dia., Type 3 with Flow Splitter	EA	1.00	\$6,100.00	\$6,100.00	0.80	\$4,880.00			1.00	\$6,100.00			1.00	\$6,100.00			1.00	\$6,100.00
A 49	Manhole 72" Dia., Type 3	EA	1.00	\$6,500.00	\$6,500.00	0.80	\$5,200.00			1.00	\$6,500.00			1.00	\$6,500.00			1.00	\$6,500.00
A 50	Manhole 96" Dia., Stormwater Filtration	EA	1.00	\$44,000.00	\$44,000.00	0.90	\$39,600.00			1.00	\$44,000.00			1.00	\$44,000.00			1.00	\$44,000.00
A 51	Adjust Manhole	EA	1.00	\$500.00	\$500.00					2.00	\$1,000.00			2.00	\$1,000.00			2.00	\$1,000.00
A 52	Adjust Catch Basin	EA	2.00	\$500.00	\$1,000.00			2.00	\$1,000.00					2.00	\$1,000.00			2.00	\$1,000.00
A 53	Catch Basin, Type 1	EA	2.00	\$1,800.00	\$3,600.00			2.00	\$3,600.00					2.00	\$3,600.00			2.00	\$3,600.00
A 54	Concrete Inlet	EA	25.00	\$1,800.00	\$45,000.00	10.90	\$19,620.00	14.10	\$25,380.00					25.00	\$45,000.00			25.00	\$45,000.00
A 55	Ductile Iron Sewer Pipe (Storm), 10" Dia.	LF	273.00	\$37.00	\$10,131.00			316.50	\$11,710.50					316.50	\$11,710.50			316.50	\$11,710.50
A 56	Ductile Iron Sewer Pipe (Storm), 12" Dia.	LF	1420.00	\$38.00	\$53,960.00	672.00	\$25,344.00	233.50	\$8,873.00					855.50	\$32,509.00			855.50	\$32,509.00
A 57	Ductile Iron Sewer Pipe (Storm), 24" Dia.	LF	391.00	\$96.00	\$37,536.00			391.00	\$37,536.00					391.00	\$37,536.00			391.00	\$37,536.00
A 58	ESC Lead	DAY	60.00	\$30.00	\$1,800.00														



CITY OF CAMAS			TAPANI, INC.			STP Funding Tracking		TIB Funding Tracking		PWTF Funding Tracking		WTR/SWR Funding Tracking		Previous Estimate #		Current Estimate #		Totals to Date							
PROJECT NO. S-545 DESCRIPTION: NW 38th Ave/SE 20th St. Extension Roadway Improvements, Ph. 1			P.O. BOX 1900 BATTLE GROUND, WA 98604 Phone: (360) 687-1148			Expenditures not to Exceed \$1,140,599.00		Expenditures not to Exceed \$1.75 MIL.		Expenditures after Group 1 & 2		Expenditures not to Exceed (Schedule B Items Only)													
PAY ESTIMATE #11-Final Council Meeting Date: February 18, 2014 Work Period Date: December 11, 2013 to December 31, 2013			Original Contract Total: \$3,651,231.33 (Includes Sales Tax Amount: \$9,093.08)			Expenditures to Date Group 1		Expenditures to Date Group 2		Expenditures to Date Group 3		Expenditures to Date Group 4		Quantity Previous		Total Previous		Quantity This Est.		Total This Est.		Quantity to Date		Total to Date	
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE						
A 76	Raised Pavement Marker, Type 2	Hurd	1.00	\$545.00	\$545.00					1.00	\$545.00			1.00	\$545.00			1.00	\$545.00						
A 77	Cement Concrete Driveway Entrance	SY	205.00	\$45.00	\$9,225.00			209.30	\$9,418.50	179.10	\$8,059.50			368.40	\$17,478.00			368.40	\$17,478.00						
A 78	Single 6-ft. Coated Chain Link Gate, Black Vinyl	EA	1.00	\$1,200.00	\$1,200.00					1.00	\$1,200.00			1.00	\$1,200.00			1.00	\$1,200.00						
A 79	Cement Concrete Sidewalk	SY	4367.00	\$31.00	\$135,377.00			2,473.60	\$76,881.60	1,516.27	\$47,004.37			3,989.87	\$123,685.97			3,989.87	\$123,685.97						
A 80	Cement Concrete Curb Ramp, Type 1	EA	17.00	\$850.00	\$14,450.00					9.00	\$7,650.00			17.00	\$14,450.00			17.00	\$14,450.00						
A 81	Delectable Warning Surface	SF	180.00	\$24.00	\$4,320.00			90.00	\$2,160.00	40.00	\$960.00			130.00	\$3,120.00			130.00	\$3,120.00						
A 82	Quarry Spalls	TN	154.00	\$55.00	\$8,470.00			4.66	\$253.00					4.66	\$253.00			4.66	\$253.00						
A 83	NailBox Support, Type 1, with Steel Post	EA	8.00	\$200.00	\$1,600.00					9.00	\$1,800.00			9.00	\$1,800.00			9.00	\$1,800.00						
A 84	Joint Utility Trench for Dry Utilities, Incl. Backfill Material	LF	2946.00	\$5.00	\$14,730.00	1,529.50	\$7,647.50			770.50	\$3,852.50			2,300.00	\$11,500.00			2,300.00	\$11,500.00						
A 84	Joint Utility Trench for Dry Utilities, Incl. Backfill Material	LF	954.00	\$5.00	\$4,770.00					950.00	\$4,750.00			950.00	\$4,750.00			950.00	\$4,750.00						
A 85	Illumination System	LS	1.00	\$195,000.00	\$195,000.00	0.21	\$40,723.80	0.79	\$154,276.20					1.00	\$195,000.00			1.00	\$195,000.00						
A 86	Traffic Signal Systems	LS	1.00	\$190,000.00	\$190,000.00	0.11	\$20,330.00	0.270	\$51,300.00	0.62	\$118,370.00			1.000	\$190,000.00			1.00	\$190,000.00						
A 87	Conduit Pipe, 1-1/4" Dia., Lighting Conduit	LF	622.00	\$1.00	\$622.00																				
A 88	Conduit Pipe, 2" Dia., Lighting Conduit	LF	48.00	\$6.66	\$319.68																				
A 89	Permanent Signage	LS	1.00	\$7,000.00	\$7,000.00					1.00	\$7,000.00			1.00	\$7,000.00			1.00	\$7,000.00						
A 90	Paint Line, 4" Yellow	LF	6100.00	\$0.35	\$2,135.00					7,919.00	\$2,771.65			7,919.00	\$2,771.65			7,919.00	\$2,771.65						
A 91	Painted Wide Line, 8" White	LF	6400.00	\$0.45	\$2,880.00					6,488.00	\$2,919.60			6,488.00	\$2,919.60			6,488.00	\$2,919.60						
A 92	Plastic Bicycle Lane Symbol	EA	10.00	\$320.00	\$3,200.00					9.00	\$2,880.00			9.00	\$2,880.00			9.00	\$2,880.00						
A 93	Plastic Traffic Arrow	EA	23.00	\$135.00	\$3,105.00					24.00	\$3,240.00			24.00	\$3,240.00			24.00	\$3,240.00						
A 94	Plastic Crosswalk Line	SF	3000.00	\$4.50	\$13,500.00					812.90	\$3,658.05			812.90	\$3,658.05			812.90	\$3,658.05						
A 95	Plastic Stop Line	LF	102.00	\$7.00	\$714.00					54.00	\$378.00			54.00	\$378.00			54.00	\$378.00						
A 96	Pond Excavation, Incl. Haul	CY	2350.00	\$10.00	\$23,500.00			2,957.00	\$29,570.00					2,957.00	\$29,570.00			2,957.00	\$29,570.00						
A 97	Pond Excavation for Embankment	CY	2200.00	\$8.00	\$17,600.00			1,408.00	\$11,264.00					1,408.00	\$11,264.00			1,408.00	\$11,264.00						
A 98	Construction Geotextile for Separation	SY	1825.00	\$1.50	\$2,737.50			1,892.00	\$2,838.00					1,892.00	\$2,838.00			1,892.00	\$2,838.00						
A 99	Recycled Asphalt Concrete Aggregate 1 1/2"	LS	1.00	\$6,030.00	\$6,030.00			1.00	\$6,030.00					1.00	\$6,030.00			1.00	\$6,030.00						
A 100	Ductile Iron Pipe for Storm Sewer Culvert, 12" Dia.	LF	36.00	\$35.00	\$1,260.00			36.00	\$1,260.00					36.00	\$1,260.00			36.00	\$1,260.00						
A 101	Corrugated Polyethylene Storm Sewer Pipe, 8" Dia.	LF	321.00	\$20.00	\$6,420.00			136.00	\$2,720.00					136.00	\$2,720.00			136.00	\$2,720.00						
A 102	Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF	101.00	\$24.00	\$2,424.00			86.00	\$2,064.00					86.00	\$2,064.00			86.00	\$2,064.00						
A 103	Corrugated Polyethylene Storm Sewer Pipe, 24" Dia.	LF	329.00	\$60.00	\$19,740.00			397.00	\$23,820.00					397.00	\$23,820.00			397.00	\$23,820.00						
A 104	Catch Basin, Type 1	EA	2.00	\$1,700.00	\$3,400.00			1.00	\$1,700.00					1.00	\$1,700.00			1.00	\$1,700.00						
A 105	Manhole 60" Dia., Type 3	EA	1.00	\$3,500.00	\$3,500.00	0.60	\$2,100.00			0.40	\$1,400.00			1.00	\$3,500.00			1.00	\$3,500.00						
A 106	MH 60", Type 3 Pond Outlet Str. & Sediment Trap	EA	1.00	\$4,300.00	\$4,300.00			1.00	\$4,300.00					1.00	\$4,300.00			1.00	\$4,300.00						
A 107	Emergency Overflow Weir	LS	1.00	\$2,800.00	\$2,800.00			1.00	\$2,800.00					1.00	\$2,800.00			1.00	\$2,800.00						
A 108	Outlet Dispersion Trench, 8" Dia.	LF	20.00	\$50.00	\$1,000.00			20.00	\$1,000.00					20.00	\$1,000.00			20.00	\$1,000.00						
A 109	Outlet Dispersion Trench, 12" Dia.	LF	10.00	\$72.00	\$720.00			10.00	\$720.00					10.00	\$720.00			10.00	\$720.00						
A 110	Coated Chain Link Fence, Black Vinyl, Type 3	LF	915.00	\$18.00	\$16,470.00					877.00	\$15,786.00			877.00	\$15,786.00			877.00	\$15,786.00						
A 111	Double 20-ft. Coated Chain Link Gate, Black Vinyl	EA	2.00	\$2,000.00	\$4,000.00					2.00	\$4,000.00			2.00	\$4,000.00			2.00	\$4,000.00						
A 112	Single 6-ft. Coated Chain Link Gate, Black Vinyl	EA	2.00	\$1,200.00	\$2,400.00																				
A 113	Tapered End Section w/Type 4 Safety Bars, 24" Dia.	EA	1.00	\$850.00	\$850.00					1.00	\$850.00			1.00	\$850.00			1.00	\$850.00						
A 114	Quarry Spalls	TN	180.00	\$22.00	\$3,960.00	87.60	\$1,927.20			87.60	\$1,927.20			87.60	\$1,927.20			87.60	\$1,927.20						
A 115	Modular Block Wall - Retaining Wall C	SF	1450.00	\$10.00	\$14,500.00			782.60	\$7,826.00	86.90	\$869.00			869.50	\$8,695.00			869.50	\$8,695.00						
A 116	Field Office Building	LS	1.00	\$4,500.00	\$4,500.00	0.80	\$3,600.00			0.20	\$900.00			1.00	\$4,500.00			1.00	\$4,500.00						
A 117	Wetland Mitigation Planting	LS	1.00	\$43,000.00	\$43,000.00					1.00	\$43,000.00			1.00	\$43,000.00			1.00	\$43,000.00						
A 118	Project Documentation (\$25,000 Min. Bid)	LS	1.00	\$25,000.00	\$25,000.00					1.00	\$25,000.00			0.86	\$21,500.00			0.14	\$3,500.00						
Subtotal					\$3,533,887.29	\$1,129,568.75	\$1,744,924.15	\$949,772.72							\$3,816,906.62				\$3,824,295.62						
<b>Schedule A Change Orders</b>																									
A 1	Item A-CCO #1 Portable Message Signs		1.00	\$1,200.00	---		\$1,200.00							1.00	\$1,200.00			1.00	\$1,200.00						
	Item B-CCO #2 Removal of Storage Shed		1.00	\$800.00	---		\$800.00							1.00	\$800.00			1.00	\$800.00						
	Item C-CCO #3 Change Unit Measure from CY to LS		1.00	No Cost	---		No Cost							1.00	No Cost			1.00	No Cost						
	Item D-CCO #4 Change Unit Measure from CY to Ton		1.00	No Cost	---		No Cost							1.00	No Cost			1.00	No Cost						
A 2	Item A-CCO #6 Pipe Conflict @ West-Stm-Facility		1.00	(1,230.00)	---		---							1.00	---			1.00	---						
	Item B-CCO #7 GRI Memo Waiving WSDOT Compaction Stds		1.00	No Cost	---		---	1.00	No Cost					1.00	No Cost			1.00	No Cost						
A 3	Item K-CCO#6 Revised Storm Facility Pipe Conflict		1.00	\$3,590.00	---	1.00	\$3,590.00							1.00	\$3,590.00			1.00	\$3,590.00						
	Item L-Add #2 Quantity Increase of Topsoil Type A		1.00	\$5,500.00	---	1.00	\$5,500.00							1.00	\$5,500.00			1.00	\$5,500.00						
A 4	Compost		1.00	No Cost	---		---							1.00	No Cost			1.00	No Cost						
A 5	Item A-CCO #12 Credit for Change to Select Borrow		1.00	(\$2,025.00)	---		---			1.00	(\$2,025.00)			1.00	(\$2,025.00)			1.00	(\$2,025.00)						
Subtotal					---	\$11,090.00	---	(\$2,025.00)							\$9,065.00				\$9,065.00						
<b>Schedule B</b>																									
B 1	Shoring, Trench Safety System (\$1.00 min.)	LF	1447.00	\$1.00	\$1,447.00					329.00	\$329.00			329.00	\$329.00			329.00	\$329.00						
<b>Water</b>																									
B 2	Ductile Iron Pipe for Water Main, 6" Dia.	LF	8.00	\$60.00	\$480.00					10.00	\$600.00			10.00	\$600.00			10.00	\$600.00						
B 3	Ductile Iron Pipe for Water Main, 8" Dia.	LF	64.00	\$52.00	\$3,328.00					40.00	\$3,120.00			40.00	\$3,120.00			40.00	\$3,120.00						
B 4	Ductile Iron Pipe for Water Main, 12" Dia.	LF	1090.00	\$55.00	\$59,950.00					1,054.00	\$57,970.00			1,054.00	\$57,970.00			1,054.00	\$57,970.00						
B 5	Blowoff Assembly	EA	1.00	\$1,300.00	\$1,300.00					1.00	\$1,300.00			1.00	\$1,300.00			1.00	\$1,300.00						
B 6	Gate Valve, 8-inch	EA	1.00	\$1,000.00	\$1,000.00					1.00	\$1,000.00			1.00	\$1,00										



CITY OF CAMAS		TAPANI, INC.			STP Funding Tracking (Expenditures not to Exceed \$1,140,599.00) Expenditures to Date Group 1		TIB Funding Tracking (Expenditures not to Exceed \$1.75 MIL.) Expenditures to Date Group 2		PWTF Funding Tracking (Expenditures after Groups 1 & 2) Expenditures to Date Group 3		WTR/SWR Funding Tracking (Schedule B Items Only) Expenditures to Date Group 4		Previous Estimate #		Current Estimate #		Totals to Date																																																		
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE																																																
B 15	Manhole 48" Dia. Type 3	EA	1.00	\$3,200.00	\$3,200.00							1.00	\$3,200.00	1.00	\$3,200.00			1.00	\$3,200.00																																																
Sanitary Sewer																																																																			
B 16	PVC Sanitary Sewer Pipe, 10" Dia. (ASTM D3034)	LF	41.00	\$46.00	\$1,886.00							39.00	\$1,794.00	39.00	\$1,794.00			39.00	\$1,794.00																																																
B 17	PVC Sanitary Sewer Pipe, 10" Dia. (ASTM D2241)	LF	284.00	\$60.00	\$17,040.00							290.00	\$17,400.00	290.00	\$17,400.00			290.00	\$17,400.00																																																
B 18	Plug Valve, 10-inch	EA	1.00	\$3,700.00	\$3,700.00							1.00	\$3,700.00	1.00	\$3,700.00			1.00	\$3,700.00																																																
B 19	Step AARV (Non-Traffic Rated)	EA	1.00	\$1,200.00	\$1,200.00							1.00	\$1,200.00	1.00	\$1,200.00			1.00	\$1,200.00																																																
B 20	Testing Sewer Pipe	LF	325.00	\$1.00	\$325.00							329.00	\$329.00	329.00	\$329.00			329.00	\$329.00																																																
B 21	Sewer Cleanout	EA	2.00	\$400.00	\$800.00							2.00	\$800.00	2.00	\$800.00			2.00	\$800.00																																																
Subtotal					\$108,251.00							\$105,567.00	\$105,567.00						\$105,567.00																																																
Schedule B Change Orders																																																																			
B 1	Item E-COO #5 Installation of Soil Filter		1.00	\$1,250.00	---							-1.00	(\$1,250.00)	-1.00	(\$1,250.00)			-1.00	(\$1,250.00)																																																
B 2	Item C-COO #8 Additional 4-inch Gravity Line to Pmp. Station		1.00	\$12,105.00	---							1.00	\$12,105.00	1.00	\$12,105.00			1.00	\$12,105.00																																																
	Item D-COO #9 Additional 4-1/2" W/ Taps 2-2" Ser. Taps		1.00	\$10,813.61	---							1.00	\$10,813.61	1.00	\$10,813.61			1.00	\$10,813.61																																																
Subtotal					---							\$21,668.61	\$21,668.61						\$21,668.61																																																
ORIGINAL CONTRACT TOTAL					\$3,642,138.25	STP TOTAL	\$1,129,508.75	TIB Total	\$1,744,924.15	PWTF Total	\$949,772.72	WTR/SWR Total	\$105,567.00	Previous Estimate	\$3,922,473.62	Current Estimate	\$7,299.00	Totals to Date	\$3,929,772.62																																																
CHANGE ORDERS TO DATE					---	CO'S To Date	\$11,090.00	CO'S To Date	\$1,744,924.15	CO'S To Date	(\$2,025.00)	CO'S To Date	\$21,666.61	CO'S To Date	\$30,733.61	CO'S To Date	\$7,299.00	CO'S To Date	\$30,733.61																																																
SUBTOTAL					\$3,642,138.25	Subtotal	\$1,140,598.75	Subtotal	\$1,744,924.15	Subtotal	\$947,747.72	Subtotal	\$127,235.61	Subtotal	\$3,953,207.23	Subtotal	\$7,299.00	Subtotal	\$3,960,506.23																																																
SALES TAX (8.4%) - SCHEDULE B ONLY					\$9,093.08	Total	\$1,140,598.75	Total	\$1,744,924.15	Total	\$947,747.72	Sales Tax (8.4%)	\$10,687.79	Sales Tax (8.4%)	\$10,687.79	Sales Tax (8.4%)	\$7,299.00	Sales Tax (8.4%)	\$10,687.79																																																
TOTAL CONTRACT					\$3,651,231.33	Total	\$1,140,598.75	Total	\$1,744,924.15	Total	\$947,747.72	Total	\$137,923.40	Total	\$3,963,895.02	Total	\$7,299.00	Total	\$3,971,194.02																																																
<table border="0"> <tr> <td colspan="2"></td> <td>This Estimate</td> <td>Previous Totals</td> <td>Totals to Date</td> <td></td> </tr> <tr> <td colspan="2">Sch. A STP - Account Number: 313-00-595-300-65</td> <td></td> <td>\$1,140,598.75</td> <td>\$1,140,598.75</td> <td>(Not to Exceed \$1,140 mil.)</td> </tr> <tr> <td colspan="2">Sch. A TIB - Account Number: 313-00-595-300-65</td> <td></td> <td>\$1,744,924.15</td> <td>\$1,744,924.15</td> <td>(Not to Exceed \$1.75 mil.)</td> </tr> <tr> <td colspan="2">Sch. A PWTF - Account Number: 313-00-595-300-65</td> <td>\$7,299.00</td> <td>\$940,448.72</td> <td>\$947,747.72</td> <td>(Remaining Amount after STP/TIB)</td> </tr> <tr> <td colspan="2">Sch. B - Water Account Number: 424-00-594-340-65</td> <td></td> <td>\$95,562.85</td> <td>\$95,562.85</td> <td>(Amounts Incl. Tax)</td> </tr> <tr> <td colspan="2">Sch. B - Sewer Account Number: 424-00-594-330-65</td> <td></td> <td>\$39,108.55</td> <td>\$39,108.55</td> <td>(Amounts Incl. Tax)</td> </tr> <tr> <td colspan="2">Sch. B - Fire Suppression Account No. 981-00-592-340-65</td> <td></td> <td>\$5,299.98</td> <td>\$5,299.98</td> <td>(Amounts Incl. Tax)</td> </tr> <tr> <td colspan="2">Total This Estimate =</td> <td>\$7,299.00</td> <td>\$3,963,895.02</td> <td>\$3,971,194.02</td> <td>Water / Sewer Not TIB Eligible (Totals to Date) = \$137,923.40</td> </tr> </table>																						This Estimate	Previous Totals	Totals to Date		Sch. A STP - Account Number: 313-00-595-300-65			\$1,140,598.75	\$1,140,598.75	(Not to Exceed \$1,140 mil.)	Sch. A TIB - Account Number: 313-00-595-300-65			\$1,744,924.15	\$1,744,924.15	(Not to Exceed \$1.75 mil.)	Sch. A PWTF - Account Number: 313-00-595-300-65		\$7,299.00	\$940,448.72	\$947,747.72	(Remaining Amount after STP/TIB)	Sch. B - Water Account Number: 424-00-594-340-65			\$95,562.85	\$95,562.85	(Amounts Incl. Tax)	Sch. B - Sewer Account Number: 424-00-594-330-65			\$39,108.55	\$39,108.55	(Amounts Incl. Tax)	Sch. B - Fire Suppression Account No. 981-00-592-340-65			\$5,299.98	\$5,299.98	(Amounts Incl. Tax)	Total This Estimate =		\$7,299.00	\$3,963,895.02	\$3,971,194.02	Water / Sewer Not TIB Eligible (Totals to Date) = \$137,923.40
		This Estimate	Previous Totals	Totals to Date																																																															
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Project Engineer		Date	Contract #	Date	Engineering Manager	Date																																																													
Amita Ashtor		2/10/14	109	2-11-2014	Jim P. Weather	2-10-14																																																													

<b>CITY OF CAMAS</b> <b>PROJECT NO. WS-709D</b> <b>Water Transmission Main Project</b>	<b>PAY ESTIMATE: ONE</b> <b>PAY PERIOD: 1/6/14 Through 2/4/14</b>  <b>ORIGINAL CONTRACT AMOUNT: \$2,311,765.37</b>	Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665 (360) 334-3101
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ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
1	Contractor Construction Survey/Staking	LS	1.00	\$8,000.00	\$8,000.00	0.00	\$0.00	0.30	\$2,400.00	0.30	\$2,400.00
2	Mobilization	LS	1.00	\$141,490.68	\$141,490.68	0.00	\$0.00	1.00	\$141,490.68	1.00	\$141,490.68
3	Project Temporary Traffic Control (STA 5+97 to STA 50+00)	LS	1.00	\$15,000.00	\$15,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
4	Project Temporary Traffic Control (STA 50+00 to STA 166+18 and STA 500+00 to STA 516+10)	LS	1.00	\$40,000.00	\$40,000.00	0.00	\$0.00	0.50	\$20,000.00	0.50	\$20,000.00
5	HMA CL. 1/2" PG 64-22	TN	2,178.00	\$77.00	\$167,706.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
6	Planing Bituminous Pavement	SY	15,208.00	\$1.50	\$22,812.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
7	Plugging Existing Pipe	EA	1.00	\$200.00	\$200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
8	Connection to Existing 10 in. Dia. Pipe at STA 5+97	EA	1.00	\$1,425.00	\$1,425.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
9	Connection to Existing 6 in. Dia. Pipe at STA 35+45	EA	1.00	\$2,250.00	\$2,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10	Connection to Existing 8 in. Dia. Pipe at STA 50+00	EA	1.00	\$2,100.00	\$2,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11	Connection to Existing 10 in. Dia. Pipe at STA 166+18	EA	1.00	\$21,400.00	\$21,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12	Connection to Existing 8 in. Dia. Pipe at STA 516+10	EA	1.00	\$1,750.00	\$1,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
13	Restrained Ductile Iron Pipe for Water Main 12 in. Dia. (CL 52)	LF	14,892.00	\$75.00	\$1,116,900.00	0.00	\$0.00	6,850.00	\$513,750.00	6,850.00	\$513,750.00
14	Restrained Ductile Iron Pipe for Water Main 18 in. Dia. (CL 52)	LF	2,877.00	\$110.00	\$318,470.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
15	PVC Pipe Casing for Water Main, 20 in. Dia. STA 138+25 to STA 139+01	EA	1.00	\$9,500.00	\$9,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
16	Control Density Fill and Trench Plating	LF	185.00	\$50.00	\$9,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
17	Removal and Replacement of Unsuitable Material	CY	150.00	\$20.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
18	Extra Trench Excavation	CY	150.00	\$10.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
19	Trench Safety System (Std/LF Minimum Bid)	LF	18,233.00	\$1.00	\$18,233.00	0.00	\$0.00	6,850.00	\$6,850.00	6,850.00	\$6,850.00
20	Gate Valve, 6 in.	EA	1.00	\$600.00	\$600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
21	Gate Valve, 8 in.	EA	2.00	\$850.00	\$1,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
22	Butterfly Valve, 12 in.	EA	30.00	\$1,520.00	\$45,600.00	0.00	\$0.00	13.00	\$19,760.00	13.00	\$19,760.00
23	Butterfly Valve, 18 in.	EA	6.00	\$3,185.00	\$19,110.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
24	Comb. Air Release/Air Vacuum Valve Assembly, 2 in.	EA	6.00	\$3,695.00	\$22,170.00	0.00	\$0.00	2.00	\$7,390.00	2.00	\$7,390.00
25	PRV Station	EA	1.00	\$47,200.00	\$47,200.00	0.00	\$0.00	0.90	\$42,480.00	0.90	\$42,480.00
26	Hydrant Assembly	EA	8.00	\$4,150.00	\$33,200.00	0.00	\$0.00	2.00	\$8,300.00	2.00	\$8,300.00
27	Service Connection 1 in. Dia.	EA	7.00	\$1,150.00	\$8,050.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
28	Replacement Service Connection 1 in. Dia.	EA	5.00	\$635.00	\$3,175.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
29	Replacement Service Connection 2 in. Dia.	EA	1.00	\$1,585.00	\$1,585.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
30	Replacement Service Connection 8 in. Dia.	EA	1.00	\$1,875.00	\$1,875.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
31	Erosion Control and Water Pollution Control	LS	1.00	\$24,500.00	\$24,500.00	0.00	\$0.00	0.30	\$7,350.00	0.30	\$7,350.00
32	Paint Line, 4 in.	LF	17,410.00	\$0.17	\$2,959.70	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
33	Plastic Stop Line	LF	15.00	\$11.50	\$172.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
34	Temporary Pavement Marking	LF	17,410.00	\$0.05	\$870.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
35	Removing Temporary Pavement Marking	LF	17,410.00	\$0.05	\$870.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
36	Project Documentation (\$20,000 Minimum Bid)	LS	1.00	\$20,000.00	\$20,000.00	0.00	\$0.00	0.30	\$6,000.00	0.30	\$6,000.00
<b>SUBTOTAL:</b>					<b>\$2,132,624.88</b>	<b>\$0.00</b>	<b>\$775,770.68</b>	<b>\$775,770.68</b>			
Sales Tax (7.7%):					\$164,212.12	\$0.00	\$59,734.34	\$59,734.34			
<b>Total:</b>					<b>\$2,296,837.00</b>	<b>\$0.00</b>	<b>\$835,505.02</b>	<b>\$835,505.02</b>			

Materials On Hand (MOH)											
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	MOH PRICE	MOH TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
		LS			\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
<b>SUBTOTAL:</b>					<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			
Sales Tax (7.7%):					\$0.00	\$0.00	\$0.00	\$0.00			
<b>Total:</b>					<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			

CITY OF CAMAS PROJECT NO. WS-709D Water Transmission Main Project	PAY ESTIMATE: ONE PAY PERIOD: 1/8/14 Through 2/4/14  ORIGINAL CONTRACT AMOUNT: \$2,311,765.37	Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665 (360) 334-3101
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Change Order #1											
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
1	Upgrade PRV Station from 6'x2' to 8'x8' (Items 1A & 1B)	LS	1.00	\$10,241.10	\$10,241.10	0.00	\$0.00	1.00	\$10,241.10	1.00	\$10,241.10
					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

SUBTOTAL:		\$10,241.10	\$0.00	\$10,241.10	\$10,241.10
Sales Tax (7.7%):		\$788.56	\$0.00	\$788.56	\$788.56
Total:		\$11,029.66	\$0.00	\$11,029.66	\$11,029.66

	CONTRACT TOTAL	\$2,132,624.88	TOTAL PREVIOUS	\$0.00		TOTAL THIS EST.	\$775,770.68	TOTAL TO DATE	\$775,770.68
ORIGINAL CONTRACT TOTAL	ADDITIONS / DELETIONS	\$10,241.10	SUBTOTAL	\$2,142,865.98	SALES TAX (7.7%)	\$165,000.68	TOTAL CONTRACT	LESS 5% RETAINAGE	TOTAL LESS RETAIN.
		\$2,307,866.66	\$0.00	\$0.00	\$0.00	\$846,534.69	(\$39,300.59)	\$807,234.10	\$807,234.10

Note: Tax rate of 8.4% for work inside City limits will be shown on later pay estimates

SAN. ACT. NUMBER: 424.00.535.811.48	SAN. THIS PAY EST: 5807,234.10	
P.I. <u>Steve Dwyer</u> <u>2/11/14</u> Project Engineer Date	<u>[Signature]</u> <u>2/11/14</u> Contractor Date	<u>[Signature]</u> <u>4/11/14</u> Project Manager Date



**WHEN RECORDED RETURN TO:**

LeAnne M. Bremer  
Miller Nash LLP  
500 Broadway, Suite 400  
Vancouver, Washington 98660

**Grantor** : City of Camas, Washington  
**Grantee** : Summit at Columbia Vista Phase 4 Homeowners  
Association  
**Abbreviated Legal** : SW ¼ Section 4, T1N, R3E W.M.  
**Assessor's Tax Parcel** : 125078-000; 125412-000  
**Nos.** :  
**Prior Excise Tax No.** : NA  
**Other Reference No(s):** NA

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**STREET AND UTILITY MAINTENANCE EASEMENT**

THE GRANTOR, City of Camas, Washington, for valuable consideration in hand paid, bargains, sells and conveys to the Summit at Columbia Vista Phase 4 Homeowners Association, a Washington nonprofit corporation, an easement over, under and across the following described real estate in Clark County, Washington:

See Exhibits A and B attached to this Easement and incorporated by reference (Easement).

This Easement is granted to Grantee for the purpose of using, maintaining and repairing that portion of Maryland Street and the storm water utilities within the Easement that serve the property legally described in Exhibit C. Grantee and its agents and contractors have the right to enter upon the Easement for these purposes. Grantee shall have the obligation to maintain the street improvements and storm water utilities within the Easement according to City of Camas standards. Grantor reserves the right to and has the obligation to maintain the water and sanitary sewer utilities within the Easement according to City of Camas standards.

This Easement will run with the land and will be binding upon and inure to the benefit of the parties, their successors, assigns, and heirs and all other persons claiming under them, and will be a part of all transfers and conveyances of the property described in

Exhibit A and Exhibit C or portion of the properties, as if set forth in full in such transfers and conveyances.

Summit at Columbia Vista Phase 4  
Homeowners Association

City of Camas, Washington

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of Washington            )  
  ) ss.  
County of Clark                )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the President of Summit at Columbia Vista Phase 4 Homeowners Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public for Washington

\_\_\_\_\_  
(Printed or Stamped Name of Notary)

Residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

State of Washington            )  
  ) ss.  
County of Clark                )

I certify that I know or have satisfactory evidence that Pete Capell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Administrator of the City of Camas, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public for Washington

\_\_\_\_\_  
(Printed or Stamped Name of Notary)

Residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_



EXHIBIT A  
LEGAL DESCRIPTION OF EASEMENT

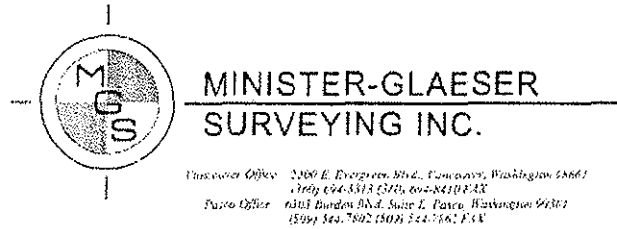


EXHIBIT "A"

JANUARY 29, 2014

LEGAL DESCRIPTION OF MAINTENANCE EASEMENT

A strip of land located in a portion of the Northeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 4, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, described as follows;

**COMMENCING** at the Northwest corner of Lot 37 of "Summit at Columbia Vista Phase 1" according to the plat thereof recorded in Book "311" of plats at Page 510, records of Clark County, Washington, said point being on the East line of "Thomas Estates 2" according to the plat thereof recorded in Book "311" of plats at Page 221, records of Clark County, Washington

Thence North 01°00'29" East, along said East line, for a distance of 147.56 feet to the Northeast corner of said "Thomas Estates 2", said point also being the Southeast corner of the "City of Camas Parcel" as described in Auditors File Number 4397080 D, records of said county, to the **TRUE POINT OF BEGINNING**;

Thence North 01°00'29" East, along the East line of said "City of Camas Parcel" for a distance of 363.44 feet to the Northeast corner of said "City of Camas Parcel";

Thence leaving said East line, North 88°40'25" West, along the North line of said "City of Camas parcel, for a distance of 30.00 feet;

Thence leaving said North line, South 01°00'29" West, parallel with said East line, for a distance of 363.43 feet to the South line of said "City of Camas Parcel", said line also being the North line of said "Thomas Estates 2";

Thence South 88°39'21" East, along the North line of said "Thomas Estates 2", for a distance of 30.00 feet, to the **TRUE POINT OF BEGINNING**.

**BASIS OF BEARING:** "SUMMIT AT COLUMBIA VISTA PHASE 1" according to the plat thereof recorded in Book "311" of plats at Page 510, records of Clark County, Washington

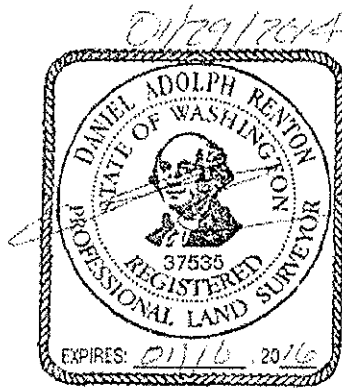


EXHIBIT B

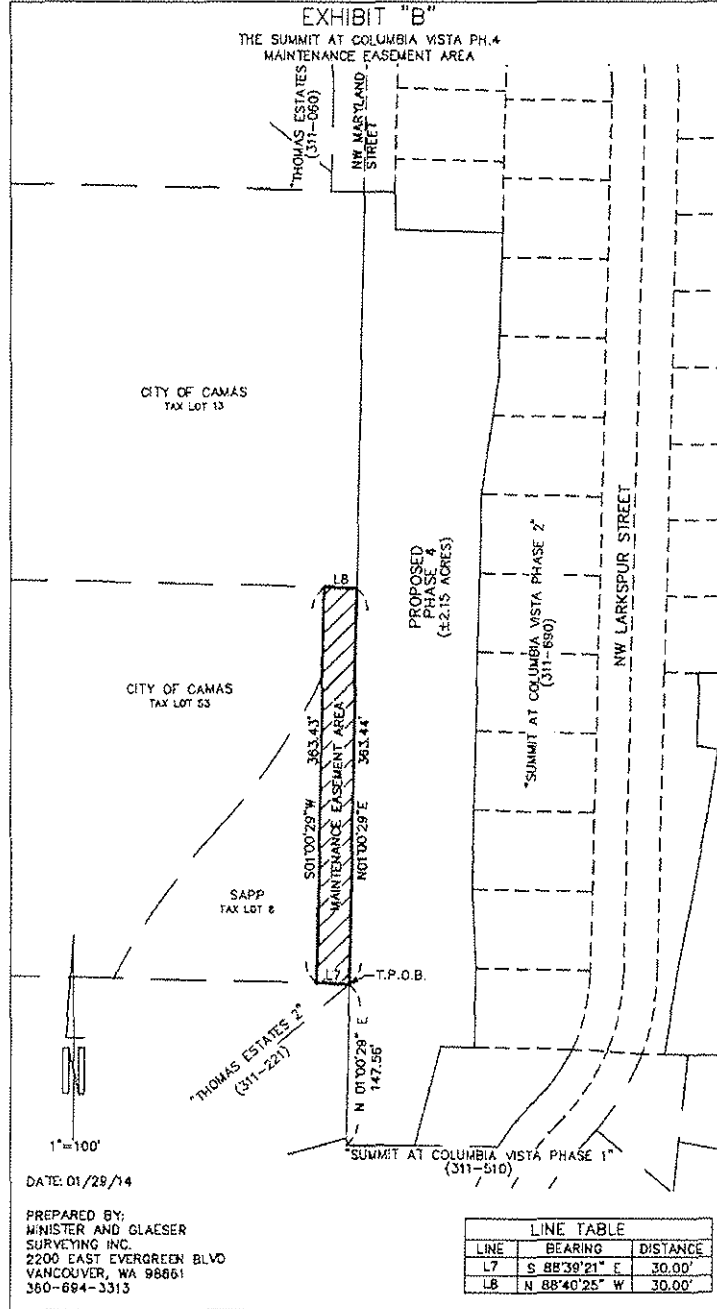




EXHIBIT C  
LEGAL DESCRIPTION OF BENEFITTED PROPERTY  
PHASE 4 OF SUMMIT AT COLUMBIA VISTA

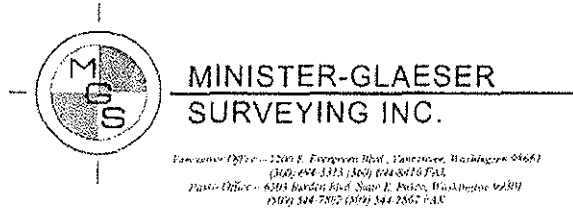


EXHIBIT "C"  
JANUARY 29, 2014  
LEGAL DESCRIPTION  
FOR  
"SUMMIT AT COLUMBIA VISTA PHASE 4"

A parcel of land located in a portion of the Northeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 4, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, described as follows;

**BEGINNING** at the Northwest corner of Lot 37 of "SUMMIT AT COLUMBIA VISTA PHASE 1" according to the plat thereof recorded in Book "311" of plats at Page 510, records of Clark County, Washington, said point being on the East line of "THOMAS ESTATES 2" according to the plat thereof recorded in Book "311" of plats at Page 221, records of Clark County, Washington

Thence North 01°00'29" East, along said East line, for a distance of 147.56 feet to the Northeast corner of said "THOMAS ESTATES 2", said point also being the Southeast corner of the "City of Camas Parcel" as described in Auditors File Number 4397080 D, records of said county;

Thence North 01°00'29" East, along the East line of said "City of Camas Parcel" for a distance of 726.61 feet to the Southeast corner of "THOMAS ESTATES" according to the plat thereof recorded in Book "311" of plats at Page 60, records of Clark County, Washington;

Thence leaving said East line, South 88°40'24" East, for a distance of 28.02 feet;

Thence South 00°28'42" East, for a distance of 34.40 feet;

Thence South 88°39'15" East, for a distance of 97.48 feet;

Thence South 01°20'45" West, for a distance of 130.00 feet;

Thence South 08°03'17" West, for a distance of 110.76 feet;

Thence South 01°20'45" West, for a distance of 362.50 feet;

Thence South 02°56'41" East, for a distance of 72.70 feet;

Thence South 01°20'45" West, for a distance of 72.84 feet to the North line of said "SUMMIT AT COLUMBIA VISTA PHASE 1";

Thence North 88°58'28" West, along said North line, for a distance of 30.78 feet to the Northwest corner of Lot 36 of said "SUMMIT AT COLUMBIA VISTA PHASE 1";

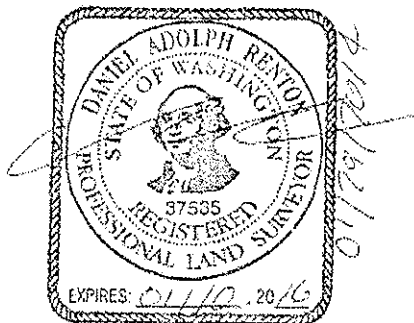
Thence leaving said North line, South 14°16'45" West, along the West line of said Lot 36, for a distance of 93.23 feet to the North line of said Lot 37;

Thence leaving said West line, North 89°29'05" West, along said North line, for a distance of 62.30 feet to the **POINT OF BEGINNING**;

**CONTAINING:** 93,839 square feet or 2.15 acres of land, more or less.

**TOGETHER WITH AND SUBJECT TO:** easements, reservations, covenants and restrictions apparent or of record.

**BASIS OF BEARING:** "SUMMIT AT COLUMBIA VISTA PHASE 1" according to the plat thereof recorded in Book "311" of plats at Page 510, records of Clark County, Washington



WS-713

**PROGRESS ESTIMATE NO. 9**  
**JANUARY 24, 2014**

425-00-594-350-65

CITY OF CAMAS  
 CLARK COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 DECEMBER 7, 2013 TO JANUARY 24, 2014

PROJECT:  
 CITY OF CAMAS  
 WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B  
 G&O JOB NUMBER #11505.02  
 CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:  
 CONTRACTORS NORTHWEST, INC.  
 P.O. BOX 6300  
 COEUR D'ALENE, ID 83816

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Bond and Insurance	1 LS	\$51,114.00	0.00%	100.00%	\$0.00	\$51,114.00	100.00%
2	Mobilization and Demobilization	1 LS	\$95,000.00	3.89%	100.00%	\$3,700.00	\$95,000.00	100.00%
3	General Requirements	1 LS	\$188,970.00	2.34%	99.12%	\$4,415.02	\$187,309.57	99.12%
4	Site Work	1 LS	\$676,981.00	0.13%	99.98%	\$875.00	\$676,856.00	99.98%
5	UV Disinfection/Effluent Pump Station	1 LS	\$500,101.00	3.71%	99.15%	\$18,545.50	\$495,851.00	99.15%
6	Clarifier No. 3	1 LS	\$695,938.00	0.38%	99.74%	\$2,668.05	\$694,159.30	99.74%
7	Hydrogen Sulfide Scrubber System	1 LS	\$277,769.00	4.30%	99.20%	\$11,942.00	\$275,533.50	99.20%
8	Electrical	1 LS	\$273,127.00	5.98%	100.00%	\$16,333.30	\$273,127.00	100.00%
9	Trench Excavation Safety System	1 LS	\$5,703.00	0.00%	100.00%	\$0.00	\$5,703.00	100.00%
10	Dewatering	1 LS	\$6,064.00	0.00%	100.00%	\$0.00	\$6,064.00	100.00%
11	Unsuitable Excavation	100 CY	\$37.00	0	100	\$0.00	\$3,700.00	100.00%
12	Rock Excavation	220 CY	\$68.50	0	0	\$0.00	\$0.00	0.00%
13	Additive Item No. 1 - Dryer Building	1 LS	\$23,600.00	35.23%	100.00%	\$8,313.90	\$23,600.00	100.00%
14	Additive Item No. 5 - Launder Covers	1 LS	\$45,700.00	0.00%	100.00%	\$0.00	\$45,700.00	100.00%
<b>CHANGE ORDERS:</b>								
CO1		1 LS	\$53,405.00	0.00%	100.00%	\$0.00	\$53,405.00	100%
CO2						\$0.00	\$0.00	
CO3						\$0.00	\$0.00	
CO4						\$0.00	\$0.00	

At 2/11/14

**PROGRESS ESTIMATE NO. 9**  
**JANUARY 24, 2014**

CITY OF CAMAS  
 CLARK COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 DECEMBER 7, 2013 TO JANUARY 24, 2014

PROJECT:  
 CITY OF CAMAS  
 WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B  
 G&O JOB NUMBER #11505.02  
 CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:  
 CONTRACTORS NORTHWEST, INC.  
 P.O. BOX 6300  
 COEUR D'ALENE, ID 83816

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE	\$66,792.77	\$2,887,122.37
SALES TAX	8.40% \$5,610.59	\$242,518.26
MATERIALS ON HAND	\$0.00	\$0.00
TOTAL	\$72,403.36	\$3,129,640.63
LESS 5% RETAINED (BEFORE TAX)	\$3,339.64	\$144,356.12
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>		<b>\$2,985,284.51</b>
<b>LESS AMOUNTS PREVIOUSLY PAID</b>		
PROGRESS ESTIMATE NO. 1		\$337,296.34
PROGRESS ESTIMATE NO. 2		\$360,739.36
PROGRESS ESTIMATE NO. 3		\$149,382.05
PROGRESS ESTIMATE NO. 4		\$56,125.20
PROGRESS ESTIMATE NO. 5		\$76,191.20
PROGRESS ESTIMATE NO. 6		\$522,090.60
PROGRESS ESTIMATE NO. 7		\$1,082,488.35
PROGRESS ESTIMATE NO. 7		\$331,907.69
<b>TOTAL PAYMENT NOW DUE:</b>	<b>\$69,063.72</b>	<b>\$69,063.72</b>

ORIGINAL CONTRACT AMOUNT \$2,858,837.00  
 CONTRACT AMOUNT WITH CHANGE ORDER 1 \$2,912,242.00  
 CONTRACT PERCENTAGE TO DATE 99%

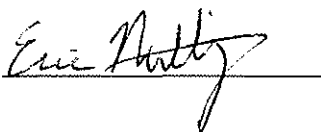
I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

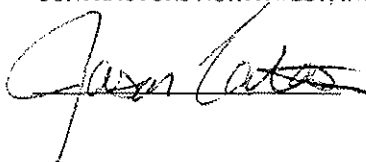
I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

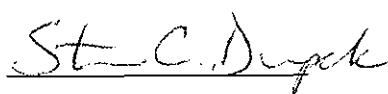
GRAY & OSBORNE, INC.

CONTRACTORS NORTHWEST, INC.

CITY OF CAMAS









**PROGRESS ESTIMATE NO. 9**  
**JANUARY 24, 2014**

CITY OF CAMAS  
 CLARK COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 DECEMBER 7, 2013 TO JANUARY 24, 2014

PROJECT:  
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**SUMMARY AND DISTRIBUTION OF PAYMENTS**

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1.	JANUARY 15, 2013 TO FEBRUARY 18, 2013	\$205,141.01	8.40%	\$17,231.84	\$125,180.54	\$10,257.05	\$337,296.34
2.	FEBRUARY 19, 2013 TO MARCH 21, 2013	\$417,917.42	8.40%	\$35,105.06	-\$71,387.25	\$20,895.87	\$360,739.36
3.	MARCH 21, 2013 TO APRIL 15, 2013	\$146,916.94	8.40%	\$12,341.02	-\$2,530.06	\$7,345.85	\$149,382.05
4.	APRIL 16, 2013 TO MAY 15, 2013	\$54,279.69	8.40%	\$4,559.49	\$0.00	\$2,713.98	\$56,125.20
5.	MAY 16, 2013 TO JUNE 19, 2013	\$65,716.90	8.40%	\$5,520.22	\$8,239.93	\$3,285.85	\$76,191.20
6.	JUNE 20, 2013 TO JULY 15, 2013	\$495,675.45	8.40%	\$41,636.74	\$9,562.18	\$24,783.77	\$522,090.60
7.	JULY 16, 2013 TO SEPTEMBER 15, 2013	\$1,101,464.65	8.40%	\$92,523.03	-\$56,426.10	\$55,073.23	\$1,082,488.35
8.	SEPTEMBER 16, 2013 TO DECEMBER 6, 2013	\$333,217.54	8.40%	\$27,990.27	-\$12,639.24	\$16,660.88	\$331,907.69
9.	DECEMBER 7, 2013 TO JANUARY 24, 2014	\$66,792.77	8.40%	\$5,610.59	\$0.00	\$3,339.64	\$69,063.72
<b>TOTAL:</b>		\$2,887,122.37		\$242,518.26	\$0.00	\$144,356.12	\$2,985,284.51

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the "Agreement"), made and entered into on February \_\_\_\_\_, 2014 (the "Effective Date"), is by and between Stoneleaf JV, LLC, a Washington State corporation, hereinafter referred to as "Stoneleaf", and the City of Camas, Washington, hereinafter referred to as the "City".

### RECITALS:

- A. Stoneleaf will file a separate land use application with the City for approval of a subdivision (the "Application");
- B. This application concerns property currently known as Stoneleaf Condominium (the "Property") but that has been withdrawn in accordance with the Declarant's rights under the Declaration, as amended, and RCW 64.34.268(8).
- C. Stoneleaf acquired the property following the foreclosure filed by Elizabeth Agosti, Successor Trustee, and attached as Exhibit A, which conveyed title to the lender Columbia River Bank. Stoneleaf then purchased the property from Columbia River Bank, as shown by the deed and the simultaneous Assignment and Assumption of Declarant Rights, which are attached as Exhibit B.
- D. Stoneleaf continues to own the property, as shown in the current title information attached as Exhibit C.
- E. The recorded Condominium Declaration and its five recorded amendments are attached as Exhibits D through I, except that the Second Amendment, dated August 18, 2008, is only effective to the extent that it affects the condominium association standards and is not effective as to the developer or any holder of Declarant rights because the original Condominium Declaration rules to amend developer or Declarant rights were not followed to bind developers or those holding Declarant rights;
- F. A map of the withdrawn property is attached as Exhibit J.
- G. Individual owners on title of a unit or units within the Property not withdrawn indicate they may challenge Stoneleaf's authority to proceed under any land use application; and
- H. The parties do not believe a legal basis exists for the owners to challenge any subdivision application, but Stoneleaf is willing to indemnify and hold the City harmless in the event a challenge to the application is made by the owners, as further described below.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, it is mutually understood and agreed as follows:

1. Indemnification by Stoneleaf

Stoneleaf hereby agrees to indemnify the City and hold it harmless against and in all respects of any and all claims, losses, expenses, obligations, and liabilities, including attorneys' fees, which arise or result to the City from a claim made by individual owners based on a land use application related to the Property and filed by Stoneleaf. The City shall promptly notify Stoneleaf of the existence of any claim, demand or other matter involving the Stoneleaf's obligations described herein and shall give Stoneleaf reasonable opportunity to defend the same at its own expense and with counsel of its own selection who shall be approved by the City, which approval shall not be unreasonably withheld; provided that the City shall at all times also have the right to fully participate in the defense at its own expense.

#### 1.1 Release by Stoneleaf

Stoneleaf hereby releases the City for any and all claims, losses or expenses arising from any claim by Stoneleaf against the City relating to the failure of the City to process the Applications due to a claim by the owners related to their Consent.

### 2. Miscellaneous Provisions

#### 2.1 Binding Effect

The provisions of this Agreement shall be binding and inure to the benefit of the heirs, personal representatives, successors and, to the extent permitted by this Agreement, assigns of the parties.

#### 2.2 Entire Agreement

This Agreement (including the documents and instruments referred to in this Agreement) attached hereto and by this reference made a part hereof, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

#### 2.3 Amendments

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties, which writing must refer to this Agreement.

#### 2.4 Counterparts and Facsimile Signature

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile transmitted signatures by signing an original document.

#### 2.5 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict-of-law principles. In any action and proceeding seeking to enforce this Agreement, the parties consent to the exclusive jurisdiction of the courts of Clark County, Washington.

2.6 Remedies

Should a disagreement arise between the City and Stoneleaf regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in Clark County Superior Court.

2.7 No Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year first hereinabove written.

STONELEAF JV, LLC

CITY OF CAMAS, WASHINGTON

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

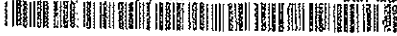
\_\_\_\_\_

City Attorney



4428454 D

RecFee - \$49.00 Pages: 8 - BONNIE FLETCHER VP  
Clark County, WA 02/29/2008 03:23



Return Address:

Bonnie J. Fletcher, VP  
Columbia River Bank  
5665 Meadows Road, Suite 300  
Lake Oswego, OR 97035

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

Affd. # 602300 EXEMPT Date 2-29-08  
For Details of tax paid see

Affd. # \_\_\_\_\_  
Doug Lasher  
Clark County Treasurer

By \_\_\_\_\_  
[Signature]

TRUSTEE'S DEED

Reference number(s) of related document: 4399145 (Notice of Trustee's Sale) 4178211 (Deed of Trust)	
Grantor:	Elizabeth Agosti, Successor Trustee
Grantee:	Columbia River Bank, a corporation
Abbreviated Legal Description	Stoneleaf Condo Phase II, Not Yet Recorded
Legal Description:	Complete legal description is on pages 4-8 of document
Assessor's Tax Parcel ID No.:	126048-000 <i>FEBRUARY 29, 2008</i>

The grantor, Elizabeth Agosti, as successor trustee under the Deed of Trust hereinafter described, in consideration of the premises and the payment to trustee of \$4,299,117.81, as received below, hereby grants and conveys, without warranty, to Columbia River Bank, a corporation, grantee, that real property, situated in the county of Clark, state of Washington, described as follows: See Exhibit A attached hereto.

RECITALS:

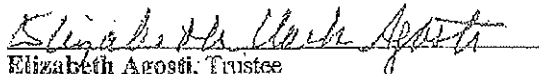
1. THIS CONVEYANCE is made pursuant to the powers, including the power of sale, conferred upon said trustee by that certain Deed of Trust between Zephyr Communities, LLC, as grantor, to First American Title Insurance Company, as trustee, and Columbia River Bank, as beneficiary, dated June 1, 2006, and recorded June 7, 2006, as Auditor's File No. 4178211, official records of Clark County, Washington, and after fulfillment of the conditions specified in said Deed of Trust by the trustee and in compliance with the laws of the state of Washington authorizing the above conveyance; and
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note in the principal sum of \$3,796,000.00 with interest thereon, according to

the terms thereof, in favor of Columbia River Bank, and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust; and

3. Default was made on the obligation for which said transfer in trust was given as security, the nature of such default being the failure to make payments on the obligation when due and owing according to the terms of the Promissory Note secured by said Deed of Trust, which default, by the terms of said Deed of Trust, made operative the power of sale granted therein to the trustee; such default still existed at the time of sale; and
4. Columbia River Bank, being the holder of the indebtedness secured by said Deed of Trust, did deliver to said trustee a written request wherein said trustee was directed to sell the property therein and herein described, under the terms thereof, in the manner therein specified and according to the laws of the state of Washington; and
5. The trustee through its agents did on June 29, 2007, direct to the grantor or any successor in interest a thirty-day Notice of Default by first class and certified mail and a copy thereof was personally served on said grantor or successor in interest or posted in a conspicuous place on the premises on July 3, 2007; and
6. The default specified in said Notice of Default not having been cured, the trustee, in compliance with the terms of said Deed of Trust, did execute and on November 28, 2007, did record in the office of the Auditor of Clark County, Washington, a "Notice of Trustee's Sale" of said property to satisfy the obligation secured by said Deed of Trust, which Notice was recorded as Auditor's File No. 4399145, records of Clark County, Washington; and
7. The trustee in the above-mentioned "Notice of Trustee's Sale", did state that the property described therein would be sold at public auction to the highest bidder, said property being situated in the county of Clark, state of Washington, and did fix the place of sale as the front steps (south entrance) of the Clark County Courthouse at Vancouver, Washington, and the time of sale as the 29th day of February, 2008 at 11:00 a.m. of said day, and, in accordance with the law, directed copies of the statutory "Notice of Trustee's Sale," by first class mail and certified mail to all persons entitled thereto on November 29, 2007, and either personally served on said grantor or any successor in interest or posted in a conspicuous place on the above-described premises a copy of said "Notice of Trustee's Sale" on November 29, 2007, said acts having been accomplished not less than ninety (90) days before the date of the trustee's sale; further, the trustee caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property, or any part thereof, is situated, once between the thirty-second (35th) and twenty-eighth (28th) day before the date of sale and once between the fourteenth (14th) and seventh (7th) day before the date of sale; and further, included with the Notice of Trustee's Sale which was transmitted to or served upon the grantor or any successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the grantor's Deed of Trust and Promissory Note were attached; and

8. The Deed of Trust, under which this trustee's sale was made, provides that the real property conveyed therein is not used principally for agricultural or farming purposes; and
9. Prior to said trustee's sale, no action on an obligation secured by said Deed of Trust was pending; and
10. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in RCW Chapter 61.24; and
11. The defaults specified in the "Notice of Trustee's Sale" not having been cured eleven (11) days prior to the date of trustee's sale and said obligation secured by said Deed of Trustee remaining unpaid on February 29, 2008, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the trustee then and there sold at public auction to said grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$4,299,117.81 by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expense as provided by statute.

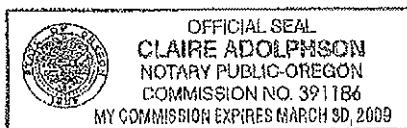
IN WITNESS WHEREOF, Elizabeth Agosti, as trustee, has this day caused her name to be hereunder affixed.

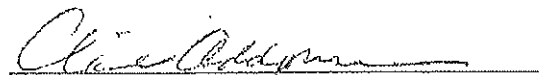
  
 Elizabeth Agosti, Trustee

STATE OF OREGON )  
 ) ss:  
 County of CLATSOP )

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

GIVEN under my hand and official seal this 29 day of February, 2008.



  
 NOTARY PUBLIC in and for the State of  
 Oregon, residing at 5895 SW DELKER RD TUALATIN OR 97062  
 My commission expires 3/30/2009

**EXHIBIT A  
LEGAL DESCRIPTION**

A PORTION OF THAT TRACT OF LAND CONVEYED TO STONELEAF LLC BY STATUTORY WARRANTY DEED, RECORDED UNDER AUDITOR'S FILE NO. 3812731, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF "THE TERRACE AT FISHER'S LANDING PLANNING UNIT 1, PHASE 3", ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 310 OF PLATS AT PAGE 740, RECORDS OF SAID COUNTY; THENCE NORTH 01°41'02" EAST, ALONG THE EAST LINE OF SAID PLAT AND ALONG THE EAST LINE OF "THE TERRACE AT FISHER'S LANDING PLANNING UNIT 1, PHASE 4", ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 311 OF PLATS AT PAGE 26, RECORDS OF SAID COUNTY, FOR A DISTANCE OF 503.62 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE JOEL KNIGHT DONATION LAND CLAIM; THENCE SOUTH 89°25'30" EAST, ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE, FOR A DISTANCE OF 966.25 FEET TO THE NORTHEAST CORNER OF SAID STONELEAF LLC TRACT; THENCE SOUTH 01°11'21" WEST, ALONG THE EAST LINE OF SAID STONELEAF LLC TRACT, FOR A DISTANCE OF 245.96 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO FAMTRUST II, LLC BY STATUTORY WARRANTY DEED, RECORDED UNDER AUDITOR'S FILE NO. 3812252, RECORDS OF CLARK COUNTY, WASHINGTON; THENCE NORTH 88°48'39" WEST, ALONG THE NORTH LINE OF SAID FAMTRUST II, LLC TRACT, FOR A DISTANCE OF 498.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01°11'21" WEST, ALONG THE WEST LINE OF SAID FAMTRUST II, LLC TRACT, FOR A DISTANCE OF 268.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SOUTHEAST PACIFIC RIM BOULEVARD (40.00 FEET FROM CENTERLINE, MEASURED AT RIGHT ANGLES); THENCE NORTH 88°48'45" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 472.54 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO STONELEAF, LLC BY STATUTORY WARRANTY DEED, RECORDED UNDER AUDITOR'S FILE NO. 3812731, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF "THE TERRACE AT FISHER'S LANDING PLANNING UNIT 1, PHASE 3", ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 310 OF PLATS AT PAGE 740, RECORDS OF SAID COUNTY;

THENCE NORTH 01°41'02" EAST, ALONG THE EAST LINE OF SAID PLAT AND ALONG THE EAST LINE OF "THE TERRACE AT FISHER'S LANDING PLANNING UNIT 1, PHASE 4", ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 311 OF PLATS AT PAGE 26, RECORDS OF SAID COUNTY, FOR A DISTANCE OF 472.61 FEET;

THENCE SOUTH 89°25'18" EAST, FOR A DISTANCE OF 71.16 FEET;

THENCE SOUTH 01°14'30" WEST, FOR A DISTANCE OF 2.83 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°46'03" EAST, FOR A DISTANCE OF 48.00 FEET;

THENCE SOUTH 01°14'28" WEST, FOR A DISTANCE OF 41.20 FEET;

THENCE ALONG THE ARC OF A 85.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE ALONG CHORD OF WHICH BEARS SOUTH 04°32'00" EAST, FOR A CHORD DISTANCE OF 17.12 FEET THROUGH A CENTRAL ANGLE OF 11°33'36", FOR AN ARC DISTANCE OF 17.15 FEET;

THENCE SOUTH 88°48'39" EAST, FOR A DISTANCE OF 151.24 FEET;

THENCE NORTH 01°11'21" EAST, FOR A DISTANCE OF 93.26 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE JOEL KNIGHT DONATION LAND CLAIM;



THENCE SOUTH 89°25'30" EAST, ALONG THE WESTERLY EXTENSION, FOR A DISTANCE OF 70.00 FEET;  
 THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 94.01 FEET;  
 THENCE SOUTH 88°48'39" EAST, FOR A DISTANCE OF 280.00 FEET TO THE WEST LINE OF THAT  
 CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF CAMAS BY DEED OF DEDICATION, RECORDED  
 UNDER AUDITOR'S FILE NO. 4158219D, RECORDS OF CLARK COUNTY, WASHINGTON;  
 THENCE SOUTH 01°11'20" WEST, ALONG SAID WEST LINE, FOR A DISTANCE OF 8.00 FEET TO THE  
 SOUTHWEST CORNER THEREOF;  
 THENCE SOUTH 88°48'39" EAST, ALONG THE SOUTH LINE OF SAID CITY OF CAMAS TRACT, FOR A  
 DISTANCE OF 44.98 FEET TO THE SOUTHEAST CORNER THEREOF;  
 THENCE NORTH 01°11'23" EAST, ALONG THE EAST LINE OF SAID TRACT FOR A DISTANCE OF 8.00  
 FEET;  
 THENCE SOUTH 88°48'39" EAST, FOR A DISTANCE OF 24.41 FEET;  
 THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 44.00 FEET;  
 THENCE NORTH 88°48'39" WEST, FOR A DISTANCE OF 10.00 FEET;  
 THENCE ALONG THE ARC OF A 30.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD  
 OF WHICH BEARS SOUTH 46°11'21" WEST, FOR A CHORD DISTANCE OF 42.23 FEET THROUGH A  
 CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 47.12 FEET;  
 THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 11.00 FEET;  
 THENCE NORTH 88°48'39" WEST, FOR A DISTANCE OF 22.00 FEET;  
 THENCE NORTH 01°11'21" EAST, FOR A DISTANCE OF 13.00 FEET;  
 THENCE ALONG THE ARC OF A 24.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD  
 OF WHICH BEARS NORTH 19°42'57" WEST, FOR A CHORD DISTANCE OF 17.13 FEET THROUGH A  
 CENTRAL ANGLE OF 41°48'37", FOR AN ARC DISTANCE OF 17.51 FEET;  
 THENCE NORTH 88°48'39" WEST, FOR A DISTANCE OF 133.89 FEET;  
 THENCE ALONG THE ARC OF A 16.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD  
 OF WHICH BEARS SOUTH 46°11'21" WEST, FOR A CHORD DISTANCE 22.63 FEET THROUGH A CENTRAL  
 ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 25.13 FEET;  
 THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 73.25 FEET;  
 THENCE NORTH 88°48'30" WEST, FOR A DISTANCE OF 5.00 FEET;  
 THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 109.57 FEET;  
 THENCE ALONG THE ARC OF A 103.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE LONG  
 CHORD OF WHICH BEARS SOUTH 55°09'07" WEST, FOR A CHORD DISTANCE OF 121.19 FEET  
 THROUGH A CENTRAL ANGLE OF 72°04'27", FOR AN ARC DISTANCE OF 129.57 FEET TO A POINT  
 HEREINAFTER REFERRED TO AS POINT "A";  
 THENCE NORTH 88°48'39" WEST FOR A DISTANCE OF 114.50 FEET;  
 THENCE ALONG THE ARC OF A 17.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD  
 OF WHICH BEARS SOUTH 46°11'21" WEST, FOR A CHORD DISTANCE OF 24.04 FEET THROUGH A  
 CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 26.60 FEET;  
 THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 40.14 FEET;  
 THENCE ALONG THE ARC OF A 22.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD  
 OF WHICH BEARS SOUTH 27°00'24" EAST, FOR A CHORD DISTANCE OF 20.79 FEET THROUGH A  
 CENTRAL ANGLE OF 56°23'30", FOR AN ARC DISTANCE OF 21.65 FEET;  
 THENCE SOUTH 55°12'09" EAST, FOR A DISTANCE OF 12.04 FEET;  
 THENCE NORTH 88°48'45" WEST, FOR A DISTANCE OF 115.72 FEET;  
 THENCE NORTH 57°37'55" EAST, FOR A DISTANCE OF 12.04 FEET;  
 THENCE ALONG THE ARC OF A 22.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD  
 OF WHICH BEARS NORTH 29°24'38" EAST, FOR A CHORD DISTANCE OF 20.81 FEET THROUGH A  
 CENTRAL ANGLE OF 46°26'34", FOR AN ARC DISTANCE OF 21.67 FEET;  
 THENCE NORTH 01°11'21" EAST, FOR A DISTANCE OF 45.20 FEET;  
 THENCE ALONG THE ARC OF A 17.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD  
 OF WHICH BEARS NORTH 35°27'25" WEST, FOR A CHORD DISTANCE OF 20.29 FEET THROUGH A

CENTRAL ANGLE OF 73°17'33", FOR AN ARC DISTANCE OF 21.75 FEET;  
THENCE ALONG THE ARC OF 103.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 35°37'25" WEST, FOR A CHORD DISTANCE OF 122.96 FEET THROUGH A CENTRAL ANGLE OF 73°17'33", FOR A DISTANCE OF 131.76 FEET;  
THENCE NORTH 01°11'21" EAST, FOR A DISTANCE OF 190.12 FEET;  
THENCE ALONG THE ARC OF A 67.00 FEET RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS NORTH 06°02'33" WEST, FOR A CHORD DISTANCE OF 16.87 FEET THROUGH A CENTRAL ANGLE OF 14°27'49", FOR AN ARC DISTANCE OF 16.91 FEET;  
THENCE ALONG THE ARC OF A 133.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 06°01'00" WEST, FOR A CHORD DISTANCE OF 33.60 FEET THROUGH A CENTRAL ANGLE OF 14°30'56", FOR AN ARC DISTANCE OF 33.69 FEET;  
THENCE NORTH 01°14'28" EAST, FOR A DISTANCE OF 41.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT "A";  
THENCE NORTH 01°11'21" EAST, FOR A DISTANCE OF 56.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 88°48'39" WEST, FOR A DISTANCE OF 94.91 FEET;  
THENCE NORTH 01°11'21" EAST, FOR A DISTANCE OF 87.00 FEET;  
THENCE NORTH 88°48'39" WEST, FOR A DISTANCE OF 70.00 FEET;  
THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 87.00 FEET;  
THENCE NORTH 88°48'39" WEST, FOR A DISTANCE OF 25.09 FEET;  
THENCE ALONG THE ARC OF A 47.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 43°48'39" WEST, FOR A CHORD DISTANCE OF 66.47 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 73.83 FEET;  
THENCE NORTH 01°11'21" EAST, FOR A DISTANCE OF 151.12 FEET;  
THENCE ALONG THE ARC OF A 16.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 46°11'21" EAST, FOR A CHORD DISTANCE OF 22.63 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 25.13 FEET;  
THENCE SOUTH 88°48'39" EAST, FOR A DISTANCE OF 64.00 FEET;  
THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 84.50 FEET;  
THENCE SOUTH 88°48'39" EAST, FOR A DISTANCE OF 31.72 FEET;  
THENCE NORTH 66°12'02" EAST, FOR A DISTANCE OF 42.23 FEET;  
THENCE NORTH 01°11'30" WEST, FOR A DISTANCE OF 66.66 FEET;  
THENCE NORTH 88°48'39" WEST, FOR A DISTANCE OF 25.09 FEET;  
THENCE ALONG THE ARC OF A 47.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 46°11'21" EAST, FOR A CHORD DISTANCE OF 22.63 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 25.13 FEET;  
THENCE SOUTH 88°48'39" EAST, FOR A DISTANCE OF 64.00 FEET;  
THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 84.50 FEET;  
THENCE SOUTH 88°48'39" EAST, FOR A DISTANCE OF 31.72 FEET;  
THENCE NORTH 66°12'02" EAST, FOR A DISTANCE OF 42.23 FEET;  
THENCE NORTH 01°11'30" EAST, FOR A DISTANCE OF 66.66 FEET;  
THENCE SOUTH 88°48'39" EAST, FOR A DISTANCE OF 118.01 FEET;  
THENCE ALONG THE ARC OF A 16.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 43°48'39" EAST, FOR A CHORD DISTANCE OF 22.63 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 25.13 FEET;  
THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 151.12 FEET;  
THENCE ALONG THE ARC OF A 47.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 46°11'21" WEST, FOR A CHORD DISTANCE OF 66.47 FEET THROUGH

A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 73.83 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS STONELEAF CONDOS, PHASE I, RECORDED IN VOLUME 700 OF PLATS, PAGE 55.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

A PORTION OF THAT TRACT OF LAND CONVEYED TO STONELEAF, LLC, BY STATUTORY WARRANTY DEED, RECORDED UNDER AUDITOR'S FILE NO. 3812731, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF "THE TERRACE AT FISHER'S LANDING PLANNING UNIT 1, PHASE 3", ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 310 OF PLATS AT PAGE 740, RECORDS OF SAID COUNTY;

THENCE NORTH 01°41'02" EAST, ALONG THE EAST LINE OF SAID PLAT FOR A DISTANCE OF 5.01 FEET TO A POINT THAT MEASURES 45.00 FEET NORTH OF THE CENTERLINE OF N.W. PACIFIC RIM BLVD., WHEN MEASURED AT RIGHT ANGLE, SAID POINT HEREINAFTER REFERRED TO A POINT "A";

THENCE CONTINUING NORTH 01°41'02" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 186.52 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE CONTINUING NORTH 01°41'02" EAST, ALONG SAID EAST LINE AND THE EAST LINE OF "THE TERRACE AT FISHER'S LANDING PLANNING UNIT 1, PHASE 4," ACCORDING TO THE PLAT THEREOF; RECORDED IN BOOK 311 OF PLATS AT PAGE 26, RECORDS OF CLARK COUNTY, WASHINGTON, FOR A DISTANCE OF 282.08 FEET;

THENCE SOUTH 89°25'30" EAST, FOR A DISTANCE OF 119.58 FEET;

THENCE NORTH 00°34'30" EAST, FOR A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE JOEL KNIGHT DONATION LAND CLAIM;

THENCE SOUTH 89°25'30" EAST ALONG SAID WESTERLY EXTENSION, FOR A DISTANCE OF 397.83 FEET;

THENCE SOUTH 01°11'22" WEST FOR A DISTANCE OF 10.89 FEET;

THENCE SOUTH 88°48'39" EAST, FOR A DISTANCE OF 35.00 FEET;

THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01°11'21" WEST FOR A DISTANCE OF 67.00 FEET;

THENCE SOUTH 88°48'39" EAST FOR A DISTANCE OF 70.00 FEET TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF CAMAS BY DEED OF DEDICATION, RECORDED UNDER AUDITOR'S FILE NO. 4158219D, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE NORTH 01°11'21" EAST ALONG SAID WEST LINE AND THE NORTHERLY EXTENSION THEREOF, FOR A DISTANCE OF 57.00 FEET;

THENCE NORTH 88°48'39" WEST, FOR A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,690.00 SQUARE FEET.

ALSO TOGETHER WITH A TRACT OF LAND IN SAID PORTION OF SECTION 5, DESCRIBED AS FOLLOWS:

BEGINNING AT A FORESAID POINT "A";

THENCE SOUTH 88°48'45" EAST, PARALLEL WITH THE CENTERLINE OF N.W. PACIFIC RIM BOULEVARD, FOR A DISTANCE OF 385.00 FEET TO THE TRUE POINT OF BEGINNING

THENCE NORTH 01°11'21" EAST, FOR A DISTANCE OF 82.65 FEET;

THENCE ALONG THE ARC OF A 103.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS NORTH 71°35'34" EAST, FOR A CHORD DISTANCE OF 48.93 FEET, THROUGH A CENTRAL ANGLE OF 27°28'56", FOR AN ARC DISTANCE OF 49.40 FEET WITH RADIAL BEARING OF NORTH 04°39'58" WEST;

THENCE ALONG THE ARC OF 6.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 88°48'33" EAST, FOR A CHORD DISTANCE OF 6.60 FEET, THROUGH A CENTRAL ANGLE OF 66°40'44", FOR AN ARC DISTANCE OF 6.98 FEET;

THENCE ALONG THE ARC OF A 103.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS SOUTH 60°55'24" EAST, FOR A CHORD DISTANCE OF 19.58 FEET, THROUGH A CENTRAL ANGLE OF 10°54'27", FOR AN ARC DISTANCE OF 19.61 FEET;

THENCE SOUTH 01°11'17" WEST, FOR A DISTANCE OF 89.91 FEET TO A POINT THAT MEASURES 45.00 FEET NORTH OF THE CENTERLINE OF N.W. PACIFIC RIM BOULEVARD, WHEN MEASURED AT RIGHT ANGLES;

THENCE NORTH 88°48'45" WEST, FOR A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6,378.77 SQUARE FEET.

ALSO TOGETHER WITH A TRACT OF LAND IN SAID PORTION OF SECTION 5, DESCRIBED AS FOLLOW;

BEGINNING AT A FORESAID POINT "B";

THENCE NORTH 01°41'02" EAST, ALONG THE EAST LINE OF SAID PLATS, FOR A DISTANCE OF 140.01 FEET;

THENCE SOUTH 88°48'39" EAST, FOR A DISTANCE OF 78.68 FEET;

THENCE SOUTH 01°11'21" WEST, FOR A DISTANCE OF 140.00 FEET

THENCE NORTH 88°48'39" WEST, FOR A DISTANCE OF 79.89 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS STONELEAF CONDO PHASE II, NOT YET RECORDED.

Page 8 of 8  
Stoneleaf Trustee's Deed



4951034 D

Rec Fee - \$75.00 Pages: 5 -- FIDELITY NATIONAL TITLE  
Clark County, WA 03/15/2013 11:49



When recorded return to:  
Patrick Cinn  
Stoneleaf JV LLC  
800 NE Tenney Road #110-348  
Vancouver, WA 98685

(610307)

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
\$25097.00 has been paid  
Map # \_\_\_\_\_ Date 3/15/13  
Sec. 01, see Affd. No. \_\_\_\_\_  
Doug Lasher  
Clark County Treasurer  
By \_\_\_\_\_ Deputy

Filed for record at the request of:  
Fidelity National Title  
500 E. Broadway, #426  
Vancouver, WA 98650

Escrow No.: 612041612

**BARGAIN AND SALE DEED**

**THE GRANTOR(S)**

Columbia River Bank, a corporation  
for and in consideration of One Million Four Hundred Ten Thousand And No/100 Dollars  
(\$1,410,000.00) in hand paid, bargains, sells, and conveys to  
Stoneleaf JV LLC, a Washington limited liability company

The following described estate, situated in the County of Clark, State of Washington:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
Abbreviated Legal: Tax Lot 11 Sec 5 T1N R3E  
Stoneleaf Subdivision  
Tax Parcel Number(s): 126046-000

Dated: March 11, 2013

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR COLUMBIA  
RIVER BANK, BY COLUMBIA STATE BANK  
ATTORNEY-IN-FACT

By: Robert Nelson  
Its: Senior Vice President/Team Leader - Special Credits

BARGAIN AND SALE DEED  
(continued)

State of WA

County of CLARK

I certify that I know or have satisfactory evidence that Robert Nelson, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Senior Vice President/Team Leader - Special Credits signing as Power of Attorney for Columbia State Bank, Attorney In Fact for FDIC, as Receiver for Columbia River Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-14-13

*Laura E. Marshall*  
Name: Laura E. Marshall  
Notary Public in and for the State of Washington  
Residing at: Vancouver  
My appointment expires: 7-1-16

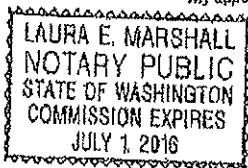


EXHIBIT "A"  
Legal Description

For APN/Parcel ID(s): 126046-000

A portion of that tract of land conveyed to Stoneleaf LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812791, records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of Plats at Page 740, records of said County; thence North 01°41'02" East, along the East line of said plat and along the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof recorded in Book 311 of Plats at Page 28, records of said County, for a distance of 608.62 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim; thence South 88°25'30" East, along said Westerly extension and said North line, for a distance of 868.25 feet to the Northeast corner of said Stoneleaf LLC tract; thence South 0°41'21" West, along the East line of said Stoneleaf LLC tract, for a distance of 245.98 feet to the Northeast corner of that tract of land conveyed to Farnhurst II, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 2812252, records of Clark County, Washington; thence North 88°48'38" West, along the North line of said Farnhurst II, LLC tract, for a distance of 488.00 feet to the Northwest corner thereof; thence South 01°11'21" West, along the West line of said Farnhurst II, LLC tract, for a distance of 288.00 feet to the North right-of-way line of Southeast Pacific Rim Boulevard (40.00 feet from centerline, measured at right angles); thence North 88°48'45" West, along said North right-of-way line, for a distance of 472.64 feet to the True Point of Beginning.

EXCEPT that portion of a tract of land being a portion of that tract of land conveyed to Stoneleaf, LLC by Statutory Warranty Deed recorded under Auditor's File No. 3812791, records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of Plats at Page 740, records of said County; thence North 01°41'02" East, along the East line of said plat and along the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 28, records of said County, for a distance of 472.04 feet; thence South 89°25'10" East, for a distance of 71.16 feet; thence South 0°14'30" West, for a distance of 2.83 feet to the TRUE POINT OF BEGINNING; thence South 88°48'03" East, for a distance of 48.00 feet; thence South 01°14'28" West, for a distance of 41.20 feet; thence along the arc of a 88.00 foot radius tangent curve to the left, the long chord of which bears South 04°32'00" East, for a chord distance of 47.12 feet through a central angle of 11°33'36", for an arc distance of 17.15 feet; thence South 88°48'38" East, for a distance of 151.24 feet; thence North 01°11'21" East, for a distance of 93.26 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim; thence South 88°26'30" East, along the Westerly extension, for a distance of 70.00 feet; thence South 01°11'21" West, for a distance of 94.01 feet; thence South 88°48'38" East, for a distance of 288.00 feet to the West line of that certain tract of land conveyed to the City of Camas by Deed of Dedication, recorded under Auditor's File No. 418219D, records of Clark County, Washington; thence South 01°11'20" West, along said West line, for a distance of 8.00 feet to the Southwest corner thereof; thence South 88°48'38" East, along the South line of said City of Camas tract, for a distance of 44.88 feet to the Southeast corner thereof; thence North 01°11'23" East, along the East line of said tract for a distance of 8.00 feet; thence South 88°48'38" East, for a distance of 24.41 feet; thence South 01°11'21" West, for a distance of 44.00 feet; thence North 88°48'38" West, for a distance of 10.00 feet; thence along the arc of a 30.00 foot radius tangent curve to the left, the long chord of which bears South 45°11'21" West, for a chord distance of 42.25 feet through a central angle of 80°00'00", for an arc distance of 47.12 feet; thence South 01°11'21" West, for a distance of 11.00 feet; thence North 88°48'38" West, for a distance of 22.00 feet; thence North 01°11'21" East, for a distance of 13.00 feet; thence along the arc of a 24.00 foot radius tangent curve to the left, the long chord of which bears North 18°42'57" West, for a chord distance of 17.13 feet through a central angle of 41°48'37", for an arc distance of 17.51 feet; thence North 88°48'38" West, for a distance of 133.00 feet; thence along the arc of a 16.00 foot radius tangent curve to the left, the long chord of which bears South 45°11'21" West, for a chord distance of 22.83 feet through a central angle of 90°00'00", for an arc distance of 26.13 feet; thence South 01°11'21" West, for a distance of 73.26 feet; thence North 88°48'38" West, for a distance of 5.00 feet; thence South 01°11'21" West, for a distance of 100.57 feet; thence along the arc of a 103.00 foot radius non-tangent curve to the left, the long chord of which bears South 55°09'07" West, for a chord distance of 121.18 feet through a central angle of 72°04'27", for an arc distance of 129.57 feet to a point hereinafter referred to as Point "A"; thence North 88°48'38" West for a distance of 114.00 feet; thence along the arc of a 17.00 foot radius tangent curve to the left, the long chord of which bears South 46°11'21" West, for a chord distance of 24.64 feet through a central angle of 80°00'00", for an arc distance of

**EXHIBIT "A"**  
**Legal Description**

26.60 feet; thence South 01°11'21" West, for a distance of 40.14 feet; thence along the arc of a 22.00 foot radius tangent curve to the left, the long chord of which bears South 27°00'24" East, for a chord distance of 20.78 feet through a central angle of 59°23'30", for an arc distance of 21.85 feet; thence South 55°12'09" East, for a distance of 12.04 feet; thence North 88°48'45" West, for a distance of 115.72 feet; thence North 57°37'55" East, for a distance of 12.04 feet; thence along the arc of 22.00 foot radius tangent curve to the left, the long chord of which bears North 29°24'38" East, for a chord distance of 20.81 feet through a central angle of 46°28'34", for an arc distance of 21.67 feet; thence North 01°11'21" East, for a distance of 45.20 feet; thence along the arc of a 17.00 foot radius tangent curve to the left, the long chord of which bears North 35°27'25" West, for a chord distance of 26.29 feet through a central angle of 73°17'33", for an arc distance of 21.75 feet; thence along the arc of a 103.00 foot radius reverse curve to the right, the long chord of which bears North 35°37'26" West, for a chord distance of 122.96 feet through a central angle of 73°17'33", for a distance of 131.76 feet; thence North 01°11'21" East, for a distance of 100.12 feet; thence along the arc of a 67.00 foot radius tangent curve to the left, the long chord of which bears North 80°02'33" West, for a chord distance of 16.87 feet through a central angle of 14°27'49", for an arc distance of 16.91 feet; thence along the arc of a 133.00 foot radius reverse curve to the right, the long chord of which bears North 06°01'00" West, for a chord distance of 33.60 feet through a central angle of 14°30'56", for an arc distance of 33.89 feet; thence North 01°14'26" East, for a distance of 41.19 feet to the True Point of Beginning.

EXCEPTING THEREFROM, the tract of land described as follows:

Thence North 01°11'21" East, for a distance of 56.00 feet to the TRUE POINT OF BEGINNING; thence North 68°48'39" West, for a distance of 84.91 feet; thence North 01°11'21" East, for a distance of 87.00 feet; thence North 88°48'39" West, for a distance of 70.00 feet; thence South 01°11'21" West, for a distance of 87.00 feet; thence North 88°48'39" West, for a distance of 26.09 feet; thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears North 43°48'39" West, for a chord distance of 86.47 feet through a central angle of 80°00'00", for an arc distance of 73.83 feet; thence North 01°11'21" East, for a distance of 151.12 feet; thence along the arc of a 16.00 foot radius tangent curve to the right, the long chord of which bears North 46°11'21" East, for a chord distance of 22.63 feet through a central angle of 80°00'00", for an arc distance of 25.13 feet; thence South 88°48'39" East, for a distance of 64.00 feet; thence South 01°11'21" West, for a distance of 84.60 feet; thence South 88°48'39" East, for a distance of 31.72 feet; thence North 66°12'02" East, for a distance of 42.23 feet; thence North 01°11'30" West, for a distance of 66.60 feet; thence North 88°48'39" West, for a distance of 25.09 feet; thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears North 46°11'21" East, for a chord distance of 22.63 feet through a central angle of 80°00'00", for an arc distance of 25.13 feet; thence South 88°48'39" East, for a distance of 64.00 feet; thence South 01°11'21" West, for a distance of 84.60 feet; thence South 88°48'39" East, for a distance of 31.72 feet; thence North 66°12'02" East, for a distance of 42.23 feet; thence North 01°11'30" East, for a distance of 66.60 feet; thence South 88°48'39" East, 118.01 feet; thence along the arc of a 16.00 foot radius tangent curve to the right, the long chord of which bears South 43°48'39" East, for a chord distance of 22.63 feet through a central angle of 80°00'00", an arc distance of 25.13 feet; thence South 01°11'21" West, for a distance of 151.12 feet; thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears South 46°11'21" West, for a chord distance of 86.47 feet through a central angle of 80°00'00", for an arc distance of 73.83 feet to the True Point of Beginning.

Also known as Stoneleaf Condos, Phase I, recorded in Volume 700 of Plats, Page 55, records of Clark County, Washington.

ALSO EXCEPT that portion described as follows:

A portion of that tract of land conveyed to Stoneleaf, LLC, by Statutory Warranty Deed, recorded under Auditor's File No. 8812731, records of Clark County, Washington, located in a portion of the Southwest quarter of Section 6, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of Plats at Page 740, records of said County; thence North 01°41'02" East, along the East line of said plat for a distance of 5.01 feet to a point that measures 45.00 feet North of the centerline of NW, Pacific Rim Blvd., when measured at right angle, said point hereinafter referred to Point "A"; thence continuing North 01°41'02" East, along said East line, for a distance of 186.52 feet to a point hereinafter referred to a Point "B"; thence continuing North 01°41'02" East, along said East line and the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 26 feet, records of Clark County, Washington, for a distance of 282.08 feet; thence South 89°23'30" East, for a distance of 178.65 feet; thence North 00°34'30" East, for a distance of 30.00 feet to the Westerly extension of the



**EXHIBIT "A"**  
**Legal Description**

North line of the Joel Knight Donation Land Claim; thence South 89°25'30" East along said Westlary extension, for a distance of 387.83 feet; thence South 01°11'22" West for a distance of 10.00 feet; thence South 88°48'38" East, for a distance of 35.00 feet; thence South 01°11'21" West, for a distance of 18.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 01°11'21" West for a distance of 67.00 feet; thence South 88°48'39" East for a distance of 70.00 feet to the South line of that certain tract of land conveyed to the City of Camas by Deed of Dedication, recorded under Auditor's File No. 418821D, records of Clark County, Washington; thence North 01°11'21" East along said West line and the Northern extension thereof, for a distance of 87.00 feet; thence North 88°48'39" West, for a distance of 70.00 feet to the True Point of Beginning.

ALSO TOGETHER WITH a tract of land in said portion of Section 6, described as follows:

BEGINNING at aforesaid Point "A"; thence South 88°48'45" East, parallel with the centerline of N.W. Pacific Rim Boulevard, for a distance of 386.00 feet to the TRUE POINT OF BEGINNING; thence North 01°11'21" East, for a distance of 82.65 feet; thence along the arc of a 103.00 foot radius non-tangent curve to the left, the long chord of which bears North 71°35'34" East, for a chord distance of 48.93 feet, through a central angle of 27°28'58", for an arc distance of 49.40 feet with radial bearing of North 04°39'58" West; thence along the arc of a 0.00 foot radius reverse curve to the right, the long chord of which bears South 88°48'33" East, for a chord distance of 6.80 feet, through a central angle of 66°40'44", for an arc distance of 6.80 feet; thence along the arc of a 103.00 foot radius reverse curve to the left, the long chord of which bears South 60°56'24", for a chord distance of 19.58 feet, through a central angle of 10°54'27", for an arc distance of 19.81 feet; thence South 01°11'17" West, for a distance of 89.01 feet to a point that measures 45.00 feet North of the centerline of N.W. Pacific Rim Boulevard, when measured at right angles; thence North 88°48'45" West, for a distance of 70.00 feet to the True Point of Beginning.

ALSO TOGETHER WITH a tract of land in said portion of Section 6, described as follows:

BEGINNING at aforesaid Point "B"; thence North 01°41'02" East, along the East line of said plat, for a distance of 140.01 feet; thence South 88°48'39" East, for a distance of 78.68 feet; thence South 01°11'21" West, for a distance of 140.00 feet; thence North 88°48'39", for a distance of 78.68 feet to the point of beginning.

Also known as Stonelief Condo Phase II, recorded in Volume 700 of Plats, Page 69, records of Clark County, Washington.

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Total Pages: 12 Rec Fee: \$155.00  
FIDELITY TITLE DT VANCOUVER  
SIMPLIFILE LO E-RECORDING  
eRecorded in Clark County, WA

MAIL TAX STATEMENTS TO:  
Unchanged

AFTER RECORDING RETURN TO:  
ERICH FRETSCHE  
C/O SARNFELD GRIGGS PC  
P.O. BOX 470  
SALEM, OR 97308

INSTRUMENT TITLE: ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS  
GRANTOR(S): Columbia Bank, a Washington state chartered  
bank and successor-in-interest to FDIC as  
Receiver for Columbia River Bank, formerly an  
Oregon state chartered bank  
GRANTEE: STONELEAF JV LLC, a Washington limited  
liability company  
ABBREVIATED LEGAL  
DESCRIPTION: Tax Lot 11 Sec 5 T1N R3E  
Stoneleaf Subdivision  
FULL LEGAL: See Schedule "A" To This Document  
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): 126048-000  
REFERENCE NUMBER OF RELATED DOCUMENTS: 4242839

ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS  
(STONELEAF CONDOSUBDIVISION)

This Assignment and Assumption of Declarant Rights (the  
"Assignment of Declarant Rights") is entered into as of the 14 day  
of March, 2013, by and between Columbia State Bank, a Washington  
state chartered bank and successor-in-interest to the FDIC as  
Receiver for Columbia River Bank, formerly an Oregon state chartered  
bank (the "Assignor") and Stoneleaf JV LLC, a Washington limited  
liability company (the "Assignee").

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ASSIGNMENT OF DECLARANT RIGHTS (CSB/STONELEAF JV, LLC) 1  
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- A. On or about January 22, 2010, the FDIC placed Columbia River Bank in receivership. The FDIC subsequently transferred most of the assets of Columbia River Bank to Bank by way of that Purchase and Assumption Agreement dated January 22, 2010 (hereinafter the "Purchase Agreement") by and between the FDIC, as receiver, and Bank, whereby Bank purchased certain assets and assumed certain deposits and other liabilities of Columbia River Bank, including the Loan, Notes, Guarantees, Trust Deed, and Related Documents, and subject to all rights under the Purchase Agreement and federal law, together with any defenses or super powers to which it is accorded as the assuming bank under the conditions thereof. By way of this transfer, Bank assumed all of the rights and remedies of Columbia River Bank, though subject to the terms and conditions of the Purchase Agreement and 12 U.S.C. § 1823, et. seq.
- B. Execution of this Assignment of Declarant Rights is a condition to closing of that certain Purchase and Sale Agreement entered into by and between Assignor as Seller and Assignee as Purchaser dated July 10, 2013 (the "Agreement") for the sale of that certain real property legally described on Exhibit A, a copy of which is attached hereto and incorporated herein by this reference (herein the "Property").
- C. The Property is currently encumbered by a Declaration for Stoneleaf Condominium recorded on November 1, 2006, recorded as Document No. 4242839 in the Real Property Records of Clark County, as amended by that First Amendment to Declaration Submitting Phase 2 of Stoneleaf Condominium to Condominium Ownership recorded on August 6, 2000, at Book 700, Page 84 of the Real Property Records of Clark County (collectively, the "Declaration").
- D. Contemporaneously herewith, Assignor has executed a Bargain and Sale Deed (the "Deed"), whereby Assignor transfers and conveys to Assignee all of its title, rights and interests in the Property.
- E. As part of consideration for Assignor's agreement to convey the Property for the Purchase Price, as that term is defined in the Agreement, Assignee has agreed to assume all of the rights held by Assignor, if any, as the Declarant under the Declaration (herein the "Special Declarant's Rights") pursuant to RCW 64.34.316 and under the terms and conditions of this Assignment, and Assignee has agreed to accept such Special Declarant's Rights and to assume all obligations appertaining thereto.

ASSIGNMENT OF DECLARANT RIGHTS (CSB/STONELEAF JV, LLC)

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ASSIGNMENT AND ASSUMPTION OF RIGHTS

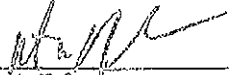
1. Assignment and Assumption of Declarant Rights. Assignor hereby conveys, assigns, and transfers to Assignee, all of the Special Declarant's Rights held by Assignor, if any, and Assignee hereby accepts such Special Declarant's Rights and assumes and agrees to perform all obligations of the Declarant under the Declaration.

2. Counterparts. This Assignment may be executed by the Assignor and Assignee in counterparts, each of which shall be deemed an original and all of which shall be considered one and the same interest.

3. Continuing Obligation of Assignor. On or after execution of this Assignment, Assignor shall do or undertake all reasonable requests or actions required by Assignee in good faith in furtherance of the terms and intent of this Assignment.

In Witness Whereof, Assignor and Assignee have caused this Assignment to be executed as of the date shown above.

ASSIGNOR:  
FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER FOR COLUMBIA RIVER BANK, BY  
COLUMBIA STATE BANK, ATTORNEY-IN-FACT

  
By: Robert Nelson  
Ets: Senior Vice President/Team Leader - Special Credits

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Clark )

I certify that I know or have satisfactory evidence that Robert Nelson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Senior Vice President/Team Leader - Special Credits signing as Power of Attorney for Columbia State Bank, Attorney in Fact for FDIC, as Receiver for Columbia River Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

ASSIGNMENT OF DECLARANT RIGHTS (CSD/BUCHHEIM JV, LLC) 3  
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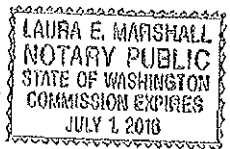


Dated this 14 day of March, 2013.

Laura E. Marshall  
(Signature of Notary)

Laura E. Marshall  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of  
Washington  
residing at Clark  
My appointment expires 7-1-16



ASSIGNEE:  
STONELEAF JV LLC, A WASHINGTON LIMITED LIABILITY COMPANY

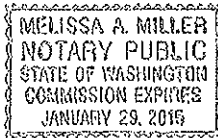
*Patrick Ginn*  
By: Patrick Ginn  
Ets: Member

STATE OF WASHINGTON )  
COUNTY OF Frank )

I certify that I know or have satisfactory evidence that Patrick Ginn is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as Member of Stoneleaf JV LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 15<sup>th</sup> day of March, 2013.

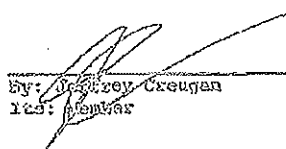
*Melissa A. Miller*  
Signature of Notary



Melissa A. Miller  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of WA  
residing at Barle Ground  
My appointment expires 1/29/2015

ASSIGNEE:  
STONELEAF JV LLC, A WASHINGTON LIMITED LIABILITY COMPANY

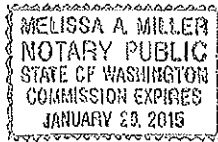
  
By: Jeffrey Creagan  
Its: Member

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF CLALLAM )

I certify that I know or have satisfactory evidence that Jeffrey Creagan is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as Member of Stoneleaf JV LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 15 day of March, 2013.

  
\_\_\_\_\_  
(Signature of Notary)



Melissa A. Miller  
\_\_\_\_\_  
(Legally True or True Name of Notary)

Notary public in and for the state of  
WA  
residing at 2416 96th  
My appointment expires 1/23/2015

ASSIGNMENT OF DEEDBACK RIGHTS 1018  
6  
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EXCERPT A  
LEGAL DESCRIPTION OF THE PROPERTY

For APN/Parcel ID(s): 126048-000

A portion of that tract of land conveyed to Stoneleaf LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812731, records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of Plats at Page 740, records of said County; thence North 01°41'02" East, along the East line of said plat and along the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof recorded in Book 311 of Plats at Page 26, records of said County, for a distance of 503.62 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim; thence South 89°25'30" East, along said Westerly extension and said North line, for a distance of 966.25 feet to the Northeast corner of said Stoneleaf LLC tract; thence South 0°11'21" West, along the East line of said Stoneleaf LLC tract, for a distance of 245.96 feet to the Northeast corner of that tract of land conveyed to Famtrust II, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812252, records of Clark County, Washington; thence North 88°48'39" West, along the North line of said Famtrust II, LLC tract, for a distance of 498.00 feet to the Northwest corner thereof; thence South 01°11'21" West, along the West line of said Famtrust II, LLC tract, for a distance of 268.00 feet to the North right-of-way line of Southeast Pacific Rim Boulevard (40.00 feet from centerline, measured at right angles); thence North 88°48'45" West, along said North right-of-way line, for a distance of 472.54 feet to the True Point of Beginning.

EXCERPT that portion a tract of land being a portion of that tract of land conveyed to Stoneleaf, LLC by Statutory Warranty Deed recorded under Auditor's File No. 3812731, records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of Plats at Page 740, records of said County; thence North 01°41'02" East, along the East line of said plat and along the East

ASSIGNMENT OF DECLARANT RIGHTS (CSU/STONELEAF IV, LLC) 7

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line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 26, records of said County, for a distance of 472.61 feet; thence South 09°25'18" East, for a distance of 71.16 feet; thence South 0°14'30" West, for a distance of 2.03 feet to the TRUE POINT OF BEGINNING; thence South 88°46'03" East, for a distance of 48.00 feet; thence South 01°14'28" West, for a distance of 41.20 feet; thence along the arc of a 85.00 foot radius tangent curve to the left, the long chord of which bears South 04°32'00" East, for a chord distance of 17.12 feet through a central angle of 11°33'36", for an arc distance of 17.15 feet; thence South 88°46'39" East, for a distance of 151.24 feet; thence North 01°11'21" East, for a distance of 93.26 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim; thence South 89°25'30" East, along the Westerly extension, for a distance of 70.00 feet; thence South 01°11'21" West, for a distance of 94.01 feet; thence South 88°48'39" East, for a distance of 280.00 feet to the West line of that certain tract of land conveyed to the City of Camas by Deed of Dedication, recorded under Auditor's File No. 415219D, records of Clark County, Washington; thence South 01°11'20" West, along said West line, for a distance of 9.00 feet to the Southwest corner thereof; thence South 88°48'39" East, along the South line of said City of Camas tract, for a distance of 44.98 feet to the Southeast corner thereof; thence North 01°11'23" East, along the East line of said tract for a distance of 9.00 feet; thence South 88°48'39" East, for a distance of 24.41 feet; thence South 01°11'21" West, for a distance of 44.00 feet; thence North 88°48'39" West, for a distance of 10.00 feet; thence along the arc of a 30.00 foot radius tangent curve to the left, the long chord of which bears South 46°11'21" West, for a chord distance of 42.23 feet through a central angle of 90°00'00", for an arc distance of 47.12 feet; thence South 01°11'21" West, for a distance of 11.00 feet; thence North 88°48'39" West, for a distance of 22.00 feet; thence North 01°11'21" East, for a distance of 13.00 feet; thence along the arc of a 24.00 foot radius tangent curve to the left, the long chord of which bears North 19°42'57" West, for a chord distance of 17.13 feet through a central angle of 41°48'37", for an arc distance of 17.51 feet; thence North 88°48'39" West, for a distance of 133.89 feet; thence along the arc of 16.00 foot radius tangent curve to the left, the long chord of which bears South 46°11'21" West, for a chord distance of 22.63 feet through a central angle of 90°00'00", for an arc distance of 25.13 feet; thence South 01°11'21" West, for a distance of 73.25 feet; thence North 88°48'30" West, for a distance of 5.00 feet; thence South 01°11'21" West, for a distance of 109.57 feet; thence along the arc of a 103.00 foot radius non-tangent curve to the left, the long chord of which bears South 55°09'07" West, for a chord distance of 121.19 feet through a central angle of 72°04'27", for an arc distance of 129.57 feet to a point hereinafter referred to

ASSIGNMENT OF DECLARATORY RIGHTS (CSB/STANLEY JV, LLC)

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as Point "A"; thence North 88°48'39" West for a distance of 114.50 feet; thence along the arc of a 17.00 foot radius tangent curve to the left, the long chord of which bears South 46°11'21" West, for a chord distance of 24.04 feet through a central angle of 90°00'00", for an arc distance of 26.60 feet; thence South 01°11'21" West, for a distance of 40.14 feet; thence along the arc of a 22.00 foot radius tangent curve to the left, the long chord of which bears South 27°00'24" East, for a chord distance of 20.79 feet through a central angle of 56°23'30", for an arc distance of 21.65 feet; thence South 55°12'09" East, for a distance of 12.00 feet; thence North 88°48'45" West, for a distance of 115.72 feet; thence North 57°37'55" East, for a distance of 12.00 feet; thence along the arc of 22.00 foot radius tangent curve to the left, the long chord of which bears North 29°24'38" East, for a chord distance of 20.01 feet through a central angle of 46°26'34", for an arc distance of 21.67 feet; thence North 01°11'21" East, for a distance of 43.20 feet; thence along the arc of a 17.00 foot radius tangent curve to the left, the long chord of which bears North 35°27'25" West, for a chord distance of 20.29 feet through a central angle of 73°17'33", for an arc distance of 21.75 feet; thence along the arc of a 103.00 foot radius reverse curve to the right, the long chord of which bears North 35°37'25" West, for a chord distance of 122.96 feet through a central angle of 73°17'33", for a distance of 131.76 feet; thence North 01°11'21" East, for a distance of 190.12 feet; thence along the arc of a 67.00 foot radius tangent curve to the left, the long chord of which bears North 06°02'33" West, for a chord distance of 16.87 feet through a central angle of 14°27'49", for an arc distance of 16.91 feet; thence along the arc of a 133.00 foot radius reverse curve to the right, the long chord of which bears North 06°01'00" West, for a chord distance of 33.60 feet through a central angle of 14°30'56", for an arc distance of 33.69 feet; thence North 01°14'28" East, for a distance of 41.19 feet to the True Point of Beginning.

EXCEPTING THEREFROM, the tract of land described as follows:

Thence North 01°11'21" East, for a distance of 56.00 feet to the TRUE POINT OF BEGINNING; thence North 88°48'39" West, for a distance of 94.91 feet; thence North 01°11'21" East, for a distance of 87.00 feet; thence North 88°48'39" West, for a distance of 70.00 feet; thence South 01°11'21" West, for a distance of 87.00 feet; thence North 88°48'39" West, for a distance of 25.09 feet; thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears North 43°48'39" West, for a chord distance of 66.47 feet through a central angle of 90°00'00", for an arc distance of 73.83 feet; thence North 01°11'21" East, for a distance of 151.12 feet; thence along the arc of a 16.00 foot radius tangent curve to the right, the long chord of which bears North 46°11'21" East, for a chord distance of 22.63 feet through a central angle of 90°00'00", for an

arc distance of 25.13 feet; thence South 88°48'39" East, for a distance of 64.00 feet; thence South 01°11'21" West, for a distance of 04.50 feet; thence South 88°48'39" East, for a distance of 31.72 feet; thence North 66°12'02" East, for a distance of 42.23 feet; thence North 01°11'30" West, for a distance of 66.66 feet; thence North 88°48'39" West, for a distance of 25.09 feet; thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears North 46°11'21" East, for a chord distance of 22.63 feet through a central angle of 90°00'00", for an arc distance of 25.13 feet; thence South 88°48'39" East, for a distance of 64.00 feet; thence South 01°11'21" West, for a distance of 04.50 feet; thence South 88°48'39" East, for a distance of 31.72 feet; thence North 66°12'02" East, for a distance of 42.23 feet; thence North 01°11'30" East, for a distance of 66.66 feet; thence South 88°48'39" East, 118.01 feet; thence along the arc a 16.00 foot radius tangent curve to the right, the long chord of which bears South 48°48'39" East, for a chord distance of 22.63 feet through a central angle of 90°00'00", an arc distance of 25.13 feet; thence South 01°11'21" West, for a distance of 151.12 feet; thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears South 46°11'21" West, for a chord distance of 66.47 feet through a central angle of 90°00'00", for an arc distance of 73.83 feet to the True Point of Beginning.

Also known as Stoneleaf Condos, Phase 1, recorded in Volume 700 of Plats, Page 55, records of Clark County, Washington.

ALSO EXCEPT that portion described as follows:

A portion of that tract of land conveyed to Stoneleaf, LLC, by Statutory Warranty Deed, recorded under Auditor's File No. 3812731, records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of Plats at Page 740, records of said County; thence North 01°41'02" East, along the East line of said plat for a distance of 5.01 feet to a point that measures 45.00 feet North of the centerline of N.W. Pacific Rim Blvd., when measured at right angle, said point hereinafter referred to Point "A"; thence continuing North 01°41'02" East, along said East line, for a distance of 186.52 feet to a point hereinafter referred to a Point "B"; thence continuing North 01°41'02" East, along said East line and the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof; recorded in Book 311 of Plats at Page 26 feet, records of Clark County, Washington, for a distance of 282.00 feet; thence South

ASSIGNMENT OF DECLARANT RIGHTS (CSD/STONELEAF JV, LLC)

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89°25'30" East, for a distance of 119.58 feet; thence North 00°34'30" East, for a distance of 30.00 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim; thence South 89°25'30" East along said Westerly extension, for a distance of 397.83 feet; thence South 01°11'22" West for a distance of 10.89 feet; thence South 88°48'39" East, for a distance of 35.00 feet; thence South 01°11'21" West, for a distance of 18.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 01°11'21" West for a distance of 67.00 feet; thence South 88°48'39" East for a distance of 70.00 feet to the South line of that certain tract of land conveyed to the City of Camas by Deed of Dedication, recorded under Auditor's File No. 415821D, records of Clark County, Washington; thence North 01°11'21" East along said West line and the Northerly extension thereof, for a distance of 67.00 feet; thence North 88°48'39" West, for a distance of 70.00 feet to the True Point of Beginning.

ALSO TOGETHER WITH a tract of land in said portion of Section 5, described as follows:

BEGINNING at aforesaid Point "A"; thence South 88°48'45" East, parallel with the centerline of N.W. Pacific Rim Boulevard, for a distance of 385.00 feet to the TRUE POINT OF BEGINNING; thence North 01°11'21" East, for a distance of 82.65 feet; thence along the arc of a 103.00 foot radius non-tangent curve to the left, the long chord of which bears North 71°35'34" East, for a chord distance of 48.93 feet, through a central angle of 27°28'56", for an arc distance of 49.40 feet with radial bearing of North 04°39'58" West; thence along the arc of a 6.00 foot radius reverse curve to the right, the long chord of which bears South 88°48'33" East, for a chord distance of 6.60 feet, through a central angle of 66°40'44", for an arc distance of 6.98 feet; thence along the arc of a 103.00 foot radius reverse curve to the left, the long chord of which bears South 60°55'24", for a chord distance of 19.58 feet, through a central angle of 10°54'27", for an arc distance of 19.61 feet; thence South 01°11'17" West, for a distance of 89.91 feet to a point that measures 45.00 feet North of the centerline of N.W. Pacific Rim Boulevard, when measured at right angles; thence North 88°48'45" West, for a distance of 70.00 feet to the True Point of Beginning.

ALSO TOGETHER WITH a tract of land in said portion of Section 5, described as follows:

BEGINNING at aforesaid Point "B"; thence North 01°41'02" East, along the East line of said plat, for a distance of 140.01 feet; thence South 88°48'39" East, for a distance of 79.68 feet; thence South 01°11'21" West, for a distance of 140.00 feet; thence North 88°48'39", for a distance of 79.09 feet to the point of beginning.

ASSIGNMENT OF DECLARANT RIGHTS (CSB/STOWELL JV, LLC)

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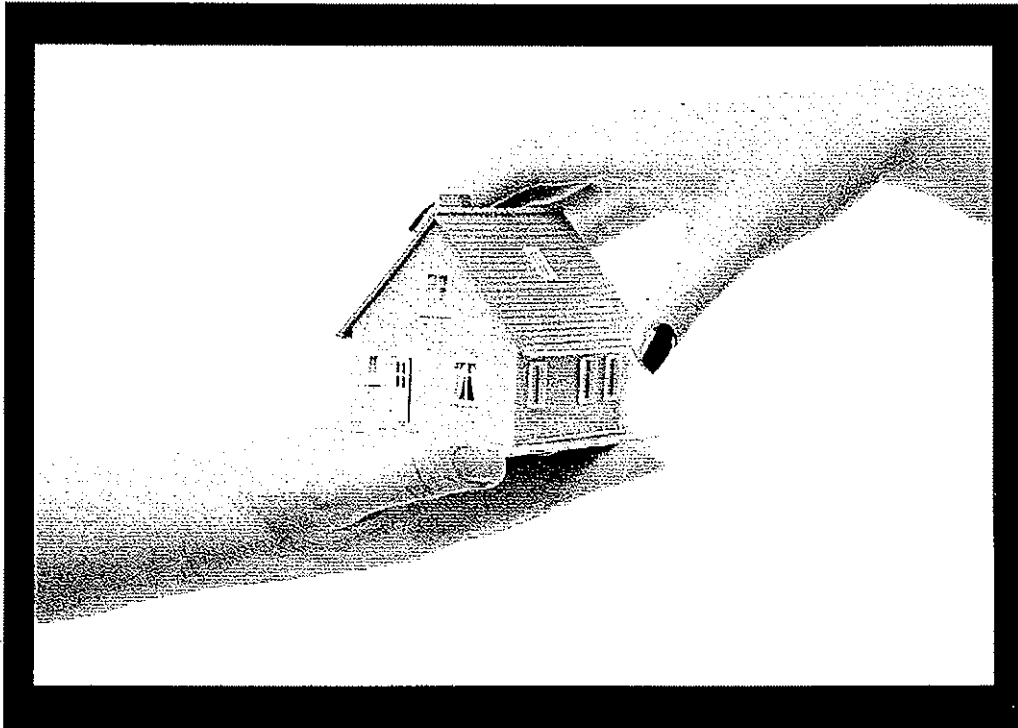
Also known as Stoneleaf Condo Phase II, recorded in Volume 700 of  
Plats, Page 89, records of Clark County, Washington.

ASSIGNMENT OF DECEDENT RIGHTS (CSA/STONELEAF JV, LLC)

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# Trio

126048-000

Feb. 7, 2014





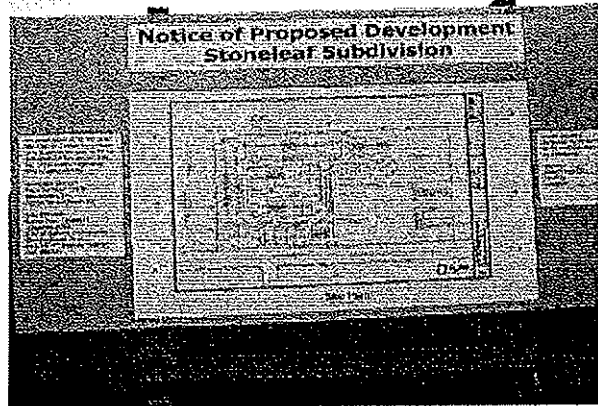
Clark County Parcel Profile

# Clark County Title

1400 Washington St. Suite 100 Vancouver, WA 98660  
 Phone: 360-694-4722 Fax: 360-694-4734

**Parcel Information**

Parcel #: 126048000  
 Related Parcel:  
 Site Address: WA 98607  
 Owner: Stoneleaf Jv LLC  
 Owner Address: 800 NE Tenney Rd #110-348  
 Vancouver WA 98685  
 Phone:  
 Twn/Range/Section: T: 01N R: 03E S: 05 Q: SW  
 Parcel Size: 5.58 Acres (243,065 SqFt)  
 Plat/Subdivision:  
 Plat Volume/Page: /  
 Lot:  
 Block:  
 Census Tract/Block: 041328/3000  
 Map: 568-H3  
 Waterfront:  
 Levy Code: 117023  
 Levy Rate: 16.8984580118  
 Assessment Year: 2013  
 Total Land Value: \$972,300  
 Total Impr. Value: \$0  
 Total Value: \$972,300



**Tax Information**

Tax Year	Annual Tax
2013	\$17,460
2012	\$16,764
2011	\$16,567

**Legal**

#11 SEC 5 T1N R3EWM 5.58A TO BE STONELEAF TOWNHOMES

**Land**

Land Use: 991 - UNUSED OR VACANT LAND - NO IMPROVEMENTS  
 Neighborhood: 8060  
 Watershed: SALMON CREEK  
 Zoning: MF-24 - High Density Residential  
 School District: 117 Camas  
 View:

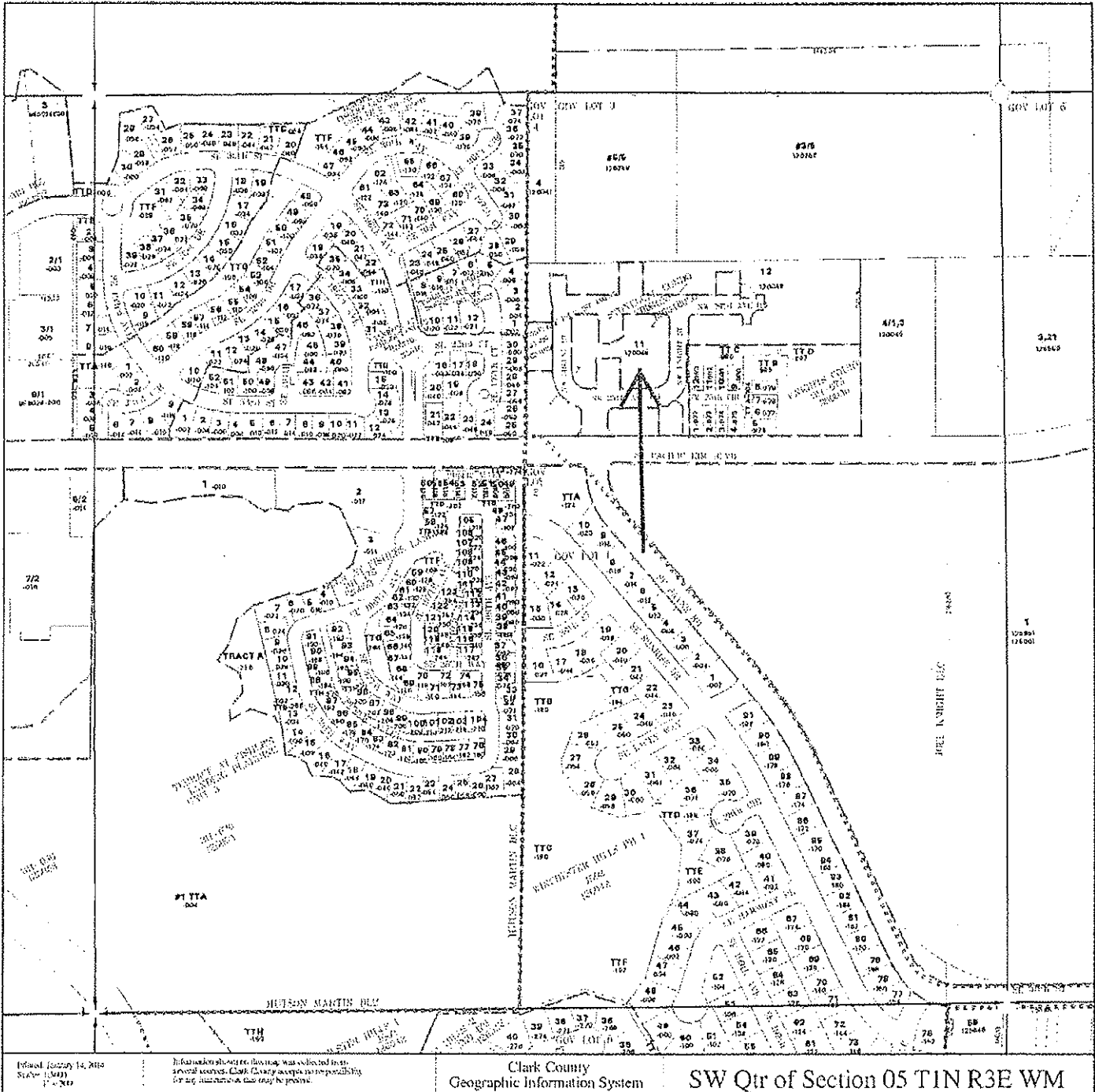
**Improvement**

Year Built: 0	Stories: 0.00	Building Type: -
Total Baths: 0.00	Bedrooms: 0	A/C: No
Full Baths: 0	3Qtr Baths: 0	Half Baths: 0
Fin SqFt: 0	Roof Covering:	Bsmt Fin/UnFin: 0/0
Garage SqFt: 0	Carport SqFt: 0	Deck SqFt: 0
Fireplace: 0	Heat:	Buildings Count: 0

**Transfer Information**

Rec. Date: 03/15/13 Sale Price: \$1,410,000 Doc Num: 0004951034 Doc Type: Grant Deed  
 Owner: STONELEAF LLC Grantor: COLUMBIA RIVER BK  
 Orig. Loan Amt: \$1,000,000 Title Co: FIDELITY NATIONAL TITLE  
 Finance Type: Loan Type: Lender: RG ARRELL

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



Printed: January 14, 2014  
 Scale: 1:5000  
 1" = 200'

Information on this map was collected from  
 several sources. Clark County accepts no responsibility  
 for any inaccuracies that may be present.

Clark County  
 Geographic Information System

SW Qtr of Section 05 T1N R3E WM

4951034 D

RecFee - \$78.00 Pages: 5 - FIDELITY NATIONAL TITLE  
Clark County, WA 03/15/2013 11:49

When recorded return to:  
Patrick Ginn  
Stoneleaf JV LLC  
800 NE Tenney Road #110-348  
Vancouver, WA 98665

610307

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
\$250,000.00 has been paid  
Recp.# \_\_\_\_\_ Date 3/15/13  
Sec. 61, see Affd. No. \_\_\_\_\_  
Doug Lasher  
Clark County Treasurer  
By \_\_\_\_\_ KH  
Deputy

Filed for record at the request of:  
Fidelity National Title  
Insurance Company

500 E. Broadway, #425  
Vancouver, WA 98660

Escrow No.: 612811512

**BARGAIN AND SALE DEED**

THE GRANTOR(S)

Columbia River Bank, a corporation  
for and in consideration of One Million Four Hundred Ten Thousand And No/100 Dollars  
(\$1,410,000.00) in hand paid, bargains, sells, and conveys to  
Stoneleaf JV LLC, a Washington limited liability company

the following described estate, situated in the County of Clark, State of Washington:


SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: Tax Lot 11 Sac 5 T1N R3E  
Stoneleaf Subdivision

Tax Parcel Number(s): 126048-000

Dated: March 11, 2013

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR COLUMBIA  
RIVER BANK, BY COLUMBIA STATE BANK  
ATTORNEY-IN-FACT



By: Robert Nelson  
Its: Senior Vice President/Team Leader - Special Credits

**BARGAIN AND SALE DEED**  
(continued)

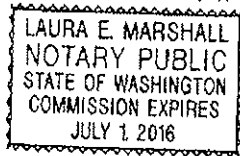
State of WA

County of CLARK

I certify that I know or have satisfactory evidence that Robert Nelson, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Senior Vice President/Team Leader - Special Credits signing as Power of Attorney for Columbia State Bank, Attorney in Fact for FDIC, as Receiver for Columbia River Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-14-13

*Laura E. Marshall*  
Name: Laura E. Marshall  
Notary Public in and for the State of Washington  
Residing at: Vancouver  
My appointment expires: 7-1-16



**EXHIBIT "A"**  
Legal Description

For APN/Parcel ID(s): 126046-000

A portion of that tract of land conveyed to Stoneleaf LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812731, records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of Plats at Page 740, records of said County; thence North 01°41'02" East, along the East line of said plat and along the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 28, records of said County, for a distance of 503.62 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim; thence South 88°25'30" East, along said Westerly extension and said North line, for a distance of 968.25 feet to the Northeast corner of said Stoneleaf LLC tract; thence South 0°11'21" West, along the East line of said Stoneleaf LLC tract, for a distance of 245.96 feet to the Northeast corner of that tract of land conveyed to Famtrust II, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812252, records of Clark County, Washington; thence North 88°48'39" West, along the North line of said Famtrust II, LLC tract, for a distance of 498.00 feet to the Northwest corner thereof; thence South 01°11'21" West, along the West line of said Famtrust II, LLC tract, for a distance of 268.00 feet to the North right-of-way line of Southeast Pacific Rim Boulevard (40.00 feet from centerline, measured at right angles); thence North 88°48'45" West, along said North right-of-way line, for a distance of 472.64 feet to the True Point of Beginning.

EXCEPT that portion a tract of land being a portion of that tract of land conveyed to Stoneleaf, LLC by Statutory Warranty Deed recorded under Auditor's File No. 3812731, records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of Plats at Page 740, records of said County; thence North 01°41'02" East, along the East line of said plat and along the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 26, records of said County, for a distance of 472.61 feet; thence South 89°25'18" East, for a distance of 71.16 feet; thence South 0°14'30" West, for a distance of 2.83 feet to the TRUE POINT OF BEGINNING; thence South 88°46'03" East, for a distance of 48.00 feet; thence South 01°14'28" West, for a distance of 41.20 feet; thence along the arc of a 86.00 foot radius tangent curve to the left, the long chord of which bears South 04°32'00" East, for a chord distance of 17.12 feet through a central angle of 11°33'30", for an arc distance of 17.15 feet; thence South 88°48'39" East, for a distance of 151.24 feet; thence North 01°11'21" East, for a distance of 93.26 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim; thence South 88°25'30" East, along the Westerly extension, for a distance of 70.00 feet; thence South 01°11'21" West, for a distance of 04.01 feet; thence South 88°48'39" East, for a distance of 280.00 feet to the West line of that certain tract of land conveyed to the City of Camas by Deed of Dedication, recorded under Auditor's File No. 415219D, records of Clark County, Washington; thence South 01°11'20" West, along said West line, for a distance of 8.00 feet to the Southwest corner thereof; thence South 88°48'39" East, along the South line of said City of Camas tract, for a distance of 44.98 feet to the Southeast corner thereof; thence North 01°11'23" East, along the East line of said tract for a distance of 8.00 feet; thence South 88°48'39" East, for a distance of 24.41 feet; thence South 01°11'21" West, for a distance of 44.00 feet; thence North 88°48'39" West, for a distance of 10.00 feet; thence along the arc of a 30.00 foot radius tangent curve to the left, the long chord of which bears South 46°11'21" West, for a chord distance of 42.23 feet through a central angle of 90°00'00", for an arc distance of 47.12 feet; thence South 01°11'21" West, for a distance of 11.00 feet; thence North 88°48'39" West, for a distance of 22.00 feet; thence North 01°11'21" East, for a distance of 13.00 feet; thence along the arc of a 24.00 foot radius tangent curve to the left, the long chord of which bears North 18°42'57" West, for a chord distance of 17.13 feet through a central angle of 41°46'37", for an arc distance of 17.51 feet; thence North 88°48'39" West, for a distance of 133.89 feet; thence along the arc of 16.00 foot radius tangent curve to the left, the long chord of which bears South 46°11'21" West, for a chord distance of 22.63 feet through a central angle of 90°00'00", for an arc distance of 25.13 feet; thence South 01°11'21" West, for a distance of 73.25 feet; thence North 88°48'39" West, for a distance of 5.00 feet; thence South 01°11'21" West, for a distance of 109.57 feet; thence along the arc of a 103.00 foot radius non-tangent curve to the left, the long chord of which bears South 55°09'07" West, for a chord distance of 121.19 feet through a central angle of 72°04'27", for an arc distance of 128.57 feet to a point hereinafter referred to as Point "A"; thence North 88°48'39" West for a distance of 114.50 feet; thence along the arc of a 17.00 foot radius tangent curve to the left, the long chord of which bears South 46°11'21" West, for a chord distance of 24.04 feet through a central angle of 90°00'00", for an arc distance of

Bargain and Sale Deed (P.B. 13-03 rev. 4/2/09)  
WA0000000.doc Updated: 11.09.12

Page 3 of 4

WA-FT-PYCV-01530.012001-612811612

**EXHIBIT "A"**  
Legal Description

26.60 feet; thence South 01°11'21" West, for a distance of 40.14 feet; thence along the arc of a 22.00 foot radius tangent curve to the left, the long chord of which bears South 27°00'24" East, for a chord distance of 20.78 feet through a central angle of 56°23'30", for an arc distance of 21.63 feet; thence South 55°12'09" East, for a distance of 12.04 feet; thence North 88°48'45" West, for a distance of 115.72 feet; thence North 57°37'55" East, for a distance of 12.04 feet; thence along the arc of a 22.00 foot radius tangent curve to the left, the long chord of which bears North 29°24'38" East, for a chord distance of 20.81 feet through a central angle of 46°26'34", for an arc distance of 21.67 feet; thence North 01°11'21" East, for a distance of 45.20 feet; thence along the arc of a 17.00 foot radius tangent curve to the left, the long chord of which bears North 35°27'25" West, for a chord distance of 20.20 feet through a central angle of 73°17'33", for an arc distance of 21.76 feet; thence along the arc of a 103.00 foot radius reverse curve to the right, the long chord of which bears North 35°37'25" West, for a chord distance of 122.86 feet through a central angle of 73°17'33", for a distance of 131.76 feet; thence North 01°11'21" East, for a distance of 190.12 feet; thence along the arc of a 67.00 foot radius tangent curve to the left, the long chord of which bears North 06°02'33" West, for a chord distance of 16.87 feet through a central angle of 14°27'49", for an arc distance of 16.91 feet; thence along the arc of a 133.00 foot radius reverse curve to the right, the long chord of which bears North 06°01'00" West, for a chord distance of 33.60 feet through a central angle of 14°30'56", for an arc distance of 33.69 feet; thence North 01°14'28" East, for a distance of 41.19 feet to the True Point of Beginning.

EXCEPTING THEREFROM, the tract of land described as follows:

Thence North 01°11'21" East, for a distance of 56.00 feet to the TRUE POINT OF BEGINNING; thence North 88°48'39" West, for a distance of 94.91 feet; thence North 01°11'21" East, for a distance of 87.00 feet; thence North 88°48'39" West, for a distance of 70.00 feet; thence South 01°11'21" West, for a distance of 67.00 feet; thence North 88°48'39" West, for a distance of 25.09 feet; thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears North 43°48'39" West, for a chord distance of 66.47 feet through a central angle of 90°00'00", for an arc distance of 73.83 feet; thence North 01°11'21" East, for a distance of 151.12 feet; thence along the arc of a 16.00 foot radius tangent curve to the right, the long chord of which bears North 48°11'21" East, for a chord distance of 22.63 feet through a central angle of 90°00'00", for an arc distance of 25.13 feet; thence South 88°48'39" East, for a distance of 64.00 feet; thence South 01°11'21" West, for a distance of 84.50 feet; thence South 88°48'39" East, for a distance of 31.72 feet; thence North 66°12'02" East, for a distance of 42.23 feet; thence North 01°11'30" West, for a distance of 66.66 feet; thence North 88°48'39" West, for a distance of 25.09 feet; thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears North 46°11'21" East, for a chord distance of 22.63 feet through a central angle of 90°00'00", for an arc distance of 25.13 feet; thence South 88°48'39" East, for a distance of 64.00 feet; thence South 01°11'21" West, for a distance of 84.50 feet; thence South 88°48'39" East, for a distance of 31.72 feet; thence North 66°12'02" East, for a distance of 42.23 feet; thence North 01°11'30" East, for a distance of 66.66 feet; thence South 88°48'39" East, 116.01 feet; thence along the arc of a 16.00 foot radius tangent curve to the right, the long chord of which bears South 43°48'39" East, for a chord distance of 22.63 feet through a central angle of 90°00'00", an arc distance of 25.13 feet; thence South 01°11'21" West, for a distance of 151.12 feet; thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears South 46°11'21" West, for a chord distance of 66.47 feet through a central angle of 90°00'00", for an arc distance of 73.83 feet to the True Point of Beginning.

Also known as Stoneleaf Condos, Phase I, recorded in Volume 700 of Plats, Page 55, records of Clark County, Washington.

ALSO EXCEPT that portion described as follows:

A portion of that tract of land conveyed to Stoneleaf, LLC, by Statutory Warranty Deed, recorded under Auditor's File No. 3812731, records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of Plats at Page 740, records of said County, thence North 01°41'02" East, along the East line of said plat for a distance of 5.01 feet to a point that measures 45.00 feet North of the centerline of N.W. Pacific Rim Blvd., when measured at right angle, said point hereinafter referred to Point "A"; thence continuing North 01°41'02" East, along said East line, for a distance of 188.52 feet to a point hereinafter referred to a Point "B"; thence continuing North 01°41'02" East, along said East line and the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 26 feet, records of Clark County, Washington, for a distance of 232.08 feet, thence South 89°26'30" East, for a distance of 119.58 feet; thence North 00°34'38" East, for a distance of 30.00 feet to the Western extension of the



**EXHIBIT "A"**  
Legal Description

North line of the Joel Knight Donation Land Claim; thence South 89°25'30" East along said Westerly extension, for a distance of 397.83 feet; thence South 01°11'22" West for a distance of 10.88 feet; thence South 88°48'39" East, for a distance of 35.00 feet; thence South 01°11'21" West, for a distance of 18.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 01°11'21" West for a distance of 67.00 feet; thence South 88°48'39" East for a distance of 70.00 feet to the South line of that certain tract of land conveyed to the City of Camas by Deed of Dedication, recorded under Auditor's File No. 415821D, records of Clark County, Washington; thence North 01°11'21" East along said West line and the Northerly extension thereof, for a distance of 67.00 feet; thence North 88°48'39" West, for a distance of 70.00 feet to the True Point of Beginning.

ALSO TOGETHER WITH a tract of land in said portion of Section 5, described as follows:

BEGINNING at aforesaid Point "A"; thence South 88°48'45" East, parallel with the centerline of N.W. Pacific Rim Boulevard, for a distance of 385.00 feet to the TRUE POINT OF BEGINNING; thence North 01°11'21" East, for a distance of 82.65 feet; thence along the arc of a 103.00 foot radius non-tangent curve to the left, the long chord of which bears North 71°35'34" East, for a chord distance of 48.93 feet, through a central angle of 27°28'58", for an arc distance of 49.40 feet with radial bearing of North 04°39'58" West; thence along the arc of a 6.00 foot radius reverse curve to the right, the long chord of which bears South 88°48'33" East, for a chord distance of 6.60 feet, through a central angle of 60°40'44", for an arc distance of 6.98 feet; thence along the arc of a 103.00 foot radius reverse curve to the left, the long chord of which bears South 60°55'24", for a chord distance of 19.58 feet, through a central angle of 10°54'27", for an arc distance of 19.61 feet; thence South 01°11'17" West, for a distance of 89.91 feet to a point that measures 45.00 feet North of the centerline of N.W. Pacific Rim Boulevard, when measured at right angles; thence North 88°48'45" West, for a distance of 70.00 feet to the True Point of Beginning.

ALSO TOGETHER WITH a tract of land in said portion of Section 5, described as follows:

BEGINNING at aforesaid Point "B"; thence North 01°41'02" East, along the East line of said plat, for a distance of 140.01 feet; thence South 88°48'39" East, for a distance of 78.68 feet; thence South 01°11'21" West, for a distance of 140.00 feet; thence North 88°48'39", for a distance of 79.89 feet to the point of beginning.

Also known as Stoneleaf Condo Phase II, recorded in Volume 700 of Plats, Page 86, records of Clark County, Washington.

RETURN ADDRESS

Z Stonelof LLC  
PO Box 871328  
Vancouver WA 98687

BK 700 P55

Please print neatly or type information  
Document Title(s)

Condominium

Reference Numbers(s) of related documents:

Additional Reference #'s on page \_\_\_\_\_

Grantor(s) (Last, First and Middle Initial)

Z Stonelof LLC

Additional grantors on page \_\_\_\_\_

Grantee(s) (Last, First and Middle Initial)

Stonelof Condominium Phase 1

Additional grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

Portion of NE 1/4, SW 1/4, & NW 1/4, SW 1/4 of S 5 T1N, R3E

Additional legal is on page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

126048-000

Additional parcel #'s on page \_\_\_\_\_

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

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.018. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

J. Walker  
Signature of Requesting Party

**CONDOMINIUM CERTIFICATE**

Clark, Washington

File No.: 4283-882393

We, the undersigned, hereby certify that in connection with the recordation of the Plat and Dedication of

Stoneleaf Condominiums, Phase 1

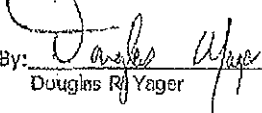
the following comprises all necessary parties signatory to the dedication:

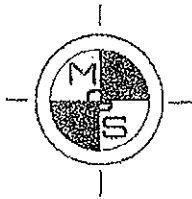
Z Stoneleaf, LLC, A Washington Limited Liability Company  
Umpqua Bank  
Stoneleaf LLC

This certificate does not purport to reflect a full report on the condition of title nor the nature and extent of the interest vested in each of the parties above, and shall have no force and effect except in fulfilling the purposes for which it was request.

Dated this October 26, 2006, at 8:00 a.m.

First American Title Insurance Company

By:   
Douglas R. Yager



**MINISTER-GLAESER**  
**SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98661

August 3, 2006

**PERIMETER DESCRIPTION OF "STONELEAF CONDOMINIUMS PHASE 1"  
WHICH HEREBY BECOMES PART OF STONELEAF CONDOMINIUM AND IS  
SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.**

A tract of land being a portion of that tract of land conveyed to Stoneleaf, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812731, Records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of plats at page 740, Records of said County;

Thence North  $01^{\circ}41'02''$  East, along the East line of said Plat and along the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 26, Records of said County, for a distance of 473.61 feet;

Thence South  $89^{\circ}25'18''$  East, for a distance of 71.16 feet;

Thence South  $01^{\circ}14'30''$  West, for a distance of 2.83 feet to the TRUE POINT OF BEGINNING;

Thence South  $88^{\circ}46'03''$  East, for a distance of 48.00 feet;

Thence South  $01^{\circ}14'28''$  West, for a distance of 41.20 feet;

Thence along the arc of a 85.00 foot radius tangent curve to the left, the long chord of which bears South  $04^{\circ}32'20''$  East, for a chord distance of 17.12 feet through a central angle of  $11^{\circ}33'36''$ , for an arc distance of 17.15 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 151.24 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 93.26 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim;

Thence South  $89^{\circ}25'30''$  East, along said Westerly extension, for a distance of 70.00 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 94.01 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 280.00 feet to the West line of that certain tract of land conveyed to the City of Camas by Deed of Dedication, recorded under Auditor's File No. 4158219D, records of Clark County, Washington;

Thence South  $01^{\circ}11'20''$  West, along said West line, for a distance of 8.00 feet to the Southwest corner thereof;

Thence South  $88^{\circ}48'39''$  East, along the South line of said City of Camas tract, for a distance of 44.98 feet to the Southeast corner thereof;

Thence North  $01^{\circ}11'23''$  East, along the East line of said tract for a distance of 8.00 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 24.41 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 44.00 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 10.00 feet;

Thence along the arc of a 30.00 foot radius tangent curve to the left, the long chord of which bears South  $46^{\circ}11'21''$  West, for a chord distance of 42.43 feet through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 47.12 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 11.00 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 22.00 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 13.00 feet;

Thence along the arc of a 24.00 foot radius tangent curve to the left, the long chord of which bears North  $19^{\circ}42'57''$  West, for a chord distance of 17.13 feet through a central angle of  $41^{\circ}48'37''$ , for an arc distance of 17.51 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 133.89 feet;

Thence along the arc of a 16.00 foot radius tangent curve to the left, the long chord of which bears South  $46^{\circ}11'21''$  West, for a chord distance of 22.63 feet through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 25.13 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 73.25 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 5.00 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 109.57 feet;

Thence along the arc of a 103.00 foot radius non-tangent curve to the right, the long chord of which bears South  $55^{\circ}09'07''$  West, for a chord distance of 121.19 feet through a central angle of  $72^{\circ}04'27''$ , for an arc distance of 129.57 feet to a point hereinafter referred to as Point "A";

Thence North  $88^{\circ}48'39''$  West, for a distance of 114.50 feet;

Thence along the arc of a 17.00 foot radius tangent curve to the left, the long chord of which bears South  $46^{\circ}11'21''$  West, for a chord distance of 24.04 feet through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 26.70 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 40.14 feet;

Thence along the arc of a 22.00 foot radius tangent curve to the left, the long chord of which bears South  $27^{\circ}00'24''$  East, for a chord distance of 20.79 feet through a central angle of  $56^{\circ}23'30''$ , for an arc distance of 21.65 feet;

Thence South  $55^{\circ}12'09''$  East, for a distance of 12.04 feet;

Thence North  $88^{\circ}48'45''$  West, for a distance of 115.72 feet;

Thence North  $57^{\circ}37'55''$  East, for a distance of 12.04 feet;

Thence along the arc of a 22.00 foot radius tangent curve to the left, the long chord of which bears North  $29^{\circ}24'38''$  East, for a chord distance of 20.81 feet through a central angle of  $56^{\circ}26'34''$ , for an arc distance of 21.67 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 45.20 feet;

Thence along the arc of a 17.00 foot radius tangent curve to the left, the long chord of which bears North  $35^{\circ}27'25''$  West, for a chord distance of 20.29 feet through a central angle of  $73^{\circ}17'33''$ , for an arc distance of 21.75 feet;

Thence along the arc of a 103.00 foot radius reverse curve to the right, the long chord of which bears North  $35^{\circ}27'25''$  West, for a chord distance of 122.96 feet through a central angle of  $73^{\circ}17'33''$ , for an arc distance of 131.76 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 190.12 feet;

Thence along the arc of a 67.00 foot radius tangent curve to the left, the long chord of which bears North  $06^{\circ}02'33''$  West, for a chord distance of 16.87 feet;



through a central angle of  $14^{\circ}27'49''$ , for an arc distance of 16.91 feet;

Thence along the arc of a 133.00 foot radius reverse curve to the right, the long chord of which bears North  $06^{\circ}01'00''$  West, for a chord distance of 33.60 feet through a central angle of  $14^{\circ}30'56''$ , for an arc distance of 33.69 feet;

Thence North  $01^{\circ}14'28''$  East, for a distance of 41.19 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, the tract of land described as follows;

Beginning at the aforesaid Point "A";

Thence North  $01^{\circ}11'21''$  East, for a distance of 56.00 feet to the TRUE POINT OF BEGINNING;

Thence North  $88^{\circ}48'39''$  West, for a distance of 94.91 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 87.00 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 70.00 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 87.00 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 25.09 feet;

Thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears North  $43^{\circ}48'39''$  West, for a chord distance of 66.47 feet through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 73.83 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 151.12 feet;

Thence along the arc of a 16.00 foot radius tangent curve to the right, the long chord of which bears North  $46^{\circ}11'21''$  East, for a chord distance of 22.63 feet through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 25.13 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 64.00 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 84.50 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 31.72 feet;

Thence North  $66^{\circ}12'02''$  East, for a distance of 42.23 feet;

Thence North  $01^{\circ}11'30''$  East, for a distance of 66.66 feet;

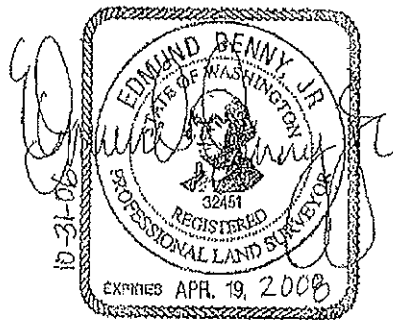
Thence South 88°48'39" East, for a distance of 118.01 feet;

Thence along the arc of a 16.00 foot radius tangent curve to the right, the long chord of which bears South 43°48'39" East, for a chord distance of 22.63 feet through a central angle of 90°00'00", for an arc distance of 25.13 feet;

Thence South 01°11'21" West, for a distance of 151.12 feet;

Thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears South 46°11'21" West, for a chord distance of 66.47 feet through a central angle of 90°00'00", for an arc distance of 73.83 feet to the TRUE POINT OF BEGINNING;

Containing 2.396 acres, more or less.



**RECORDING REQUESTED BY:**  
First American Title Company

**AFTER RECORDING RETURN TO:**  
John H. Heald  
John H. Heald, PC  
Attorney at Law  
805 SW Broadway, Suite 1560  
Portland, OR 97205

DECLARATION  
FOR  
STONELEAF CONDOMINIUM

**DECLARATION**  
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**DECLARATION  
FOR STONELEAF CONDOMINIUM**

THIS DECLARATION is made and executed this 25 day of Oct, 2006, by, Z Stoneleaf, LLC, a Washington limited liability company ("Declarant").

Declarant proposes to create a condominium to be known as Stoneleaf Condominium, which will be built in several phases and located in the City of Camas, Washington. The purpose of this Declaration is to submit Phase 1 of Stoneleaf Condominium to the condominium form of ownership and use, in the manner provided by the Washington Condominium Act.

**Article 1  
INTERPRETATION**

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium under the provisions of Washington law. It is intended and covenanted that, insofar as it effects this Declaration and Condominium, the provisions of the Act under which this Declaration is operative, shall be liberally construed to effectuate the intent of this Declaration insofar as reasonably possible.

1.2 Consistent with Act. The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

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

1.4 Percentage of Unit Owners or Mortgagees. For purposes of determining the percentage of Unit Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where a Unit Owner owns, or a Mortgagee holds mortgages on, more than one (1) Unit, such Unit Owner shall be deemed a separate Unit Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

1.5 Declarant is Original Owner. Declarant is the original owner of all Units and the Property and will continue to be deemed the owner thereof except upon recordation of Conveyances or documents changing such ownership regarding

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specifically described Units.

1.6 Captions and Exhibits. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various Exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth herein where such reference is made.

Article 2  
DEFINITIONS

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

2.1 "Act" means the Washington Condominium Act, RCW Chapter 64.34, as the same may be, from time to time amended.

2.2 "Allocated Interests" means the undivided interest in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit as provided for in Article 8 of this Declaration and shown in Exhibit B attached hereto.

2.3 "Assessment" means all sums chargeable by the Association against a Unit, including, without limitation:

2.3.1 regular and special Assessments for Common Expenses, charges, and fines imposed by the Association;

2.3.2 interest and late charges on any delinquent account; and

2.3.3 costs of collection, including reasonable attorney fees, incurred by the Association in connection with the collection of a delinquent Unit Owner's account.

2.4 "Association" means the association of Unit Owners established pursuant to Article 10 hereof.

2.5 "Board of Directors" or "Board" means the board of directors of the Association established pursuant to the Bylaws and Article 11 hereof.

2.6 "Building" means the building or buildings containing the Units and comprising a part of the Property.

2.7 "Bylaws" means the Bylaws of the Association as provided for in Article

10 hereof.

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

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

2.10 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit.

2.11 "Commonly Maintained Property" means:

2.11.1 Roofs, windows, exterior siding, foundations, walls (excluding non-bearing interior partition walls of Units), beams, columns, girders, joists, studding, supports, and all other structural parts of the Buildings; and

2.11.2 Installations of central services such as power, light, gas, hot and cold water, heating, air conditioning, waste disposal and incinerating; pipes, ducts, flues, chutes, conduits, wires and other utility and communications installations to their outlets, but excluding plumbing, electrical and similar fixtures which are within the boundaries of a Unit for the exclusive use of that Unit; and

2.11.3 The fireplace(s), if any, for each Unit if shown on the Survey Map and Plans as being outside the perimeter wall of the Unit; if a fireplace to be used by a particular Unit is shown on the Survey Map and Plans as being inside the perimeter wall of the Unit, then the fireplace shall not be Commonly Maintained Property. Flues, pipes, chimneys and other equipment and apparatus associated with the use of a fireplace are Commonly Maintained Property.

2.11.4 All fences constructed on the Real Property.

2.11.5 Entryway security gate.

2.11.6 The irrigation system that services the Common Elements and Limited Common Elements of the Condominium.

2.12 "Condominium" means all of that property submitted to the condominium form of ownership by this Declaration and related Survey Map and Plans, plus any additional property submitted to the condominium form of ownership pursuant to Section 19 of this Declaration by recordation of an amendment to this Declaration.

2.13 "Conveyance," "Convey," or "Conveyed" means any transfer of the

ownership of a Unit, including a transfer by deed, Foreclosure or by real estate contract but shall not include a transfer solely for security.

2.14 "Declarant" means Z Stoneleaf, LLC, a Washington limited liability company, its successors and assigns.

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

2.16 "Declaration" means this Declaration and any amendments thereto.

2.17 "Development Rights" means any right or combination of rights, if expressly reserved by Declarant in this Declaration, to:

2.17.1 annex real property or improvements to the Condominium;

2.17.2 develop the Condominium in phases;

2.17.3 create Units, Commonly Maintained Property, Common Elements, or Limited Common Elements within Real Property included or added to the Condominium;

2.17.4 subdivide Units or convert Units into Common Elements;

2.17.5 withdraw Real Property from the Condominium; or

2.17.6 reallocate Limited Common Elements with respect to Units that have not been Conveyed by Declarant.

2.18 "Dispose" or "Disposition" means a voluntary transfer or Conveyance to a purchaser or lessee of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

2.19 "Eligible Mortgagee" means the holder of a Mortgage on a Unit that has filed with the Secretary of the Association a written request that he/she/it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

2.20 "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage, or a deed given in lieu thereof.

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2.21 "Identifying Number" means the designation of each Unit in the Condominium as provided for in Section 5.2 hereof and shown in Exhibit B attached hereto.

2.22 "Limited Common Element" means a portion of the Common Elements allocated by this Declaration (or by subsequent amendments thereto), or by operation of law, for the exclusive use of one (1) or more but fewer than all of the Units, as provided in Article 7 of this Declaration.

2.23 "Manager" means the Person retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such Person and as are provided in a written agreement between such Person and the Association.

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

2.25 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by Mortgage, and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee.

2.26 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit, which Mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also be deemed to include the Mortgagee of the Condominium.

2.27 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Declaration affects, which Mortgage was either: recorded prior to the recordation of this Declaration; or was recorded against all Units after the recordation of this Declaration but prior to the recorded conveyance of any Unit. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units.

2.28 "Person" means a natural person, corporation, partnership, limited partnership, trust, limited liability company, governmental subdivision or agency, or other legally recognized entities.

2.29 "Phase 1" means that portion of the Real Property and improvements constructed thereon being submitted to the condominium form of ownership under the Act and being established as part of the Condominium by recordation of this



Declaration.

2.30 "Phase" or "Phases" means portions of the Real Property (including the Phase 1 portion) and the improvements constructed thereon which Declarant, by recordation of this Declaration and amendments to this Declaration, may submit to the condominium form of ownership under the Act.

2.31 "Property" or "Real Property" means any fee, leasehold or other estate or interest in, over, or under the land described in Exhibit A, and any land annexed to the Condominium pursuant to Section 19.1 below, including buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a Conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" or "Real Property" includes parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and all personally intended for use in connection therewith.

2.32 "Purchaser" means any person, other than Declarant, who by means of a Disposition acquires a legal or equitable interest in a Unit other than:

2.32.1 a leasehold interest, including renewal options, of less than twenty (20) years at the time of creation of the Unit, or

2.32.2 as security for an obligation.

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

2.33 "Special Declarant Rights" means rights of Declarant, if expressly reserved in this Declaration for the benefit of Declarant, to:

2.33.1 complete improvements indicated on the Survey Map and Plans recorded with the Declaration;

2.33.2 exercise any Development Right;

2.33.3 maintain sales offices, management offices, signs advertising the Condominium, and model units;

2.33.4 use easements through the Common Elements for the purpose of making improvements within the Condominium or within Real Property which may be added to the Condominium;

2.33.5 make the Condominium subject to a master association; or

2.33.6 appoint or remove any officer of the Association or any master association or any member of the Board, or to veto or approve a proposed action of the Board or Association, during any period of Declarant Control.

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

2.35 "Unit" means a physical portion of the Condominium designated for Separate Ownership, the boundaries of which are described pursuant to Article 5. "Separate Ownership" includes leasing a Unit in a leasehold condominium under a lease that expires contemporaneously with any lease, the expiration or termination of which will remove the Unit from the Condominium.

2.36 "Unit Owner" or "Owner" means Declarant or such other Person who owns a Unit or leases a Unit in a leasehold condominium under a lease that expires simultaneously with any lease, the expiration or termination of which will remove the Unit from the Condominium, but does not include a Person who has an interest in a Unit solely as security for an obligation. "Unit Owner" or "Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

Article 3  
NAME OF CONDOMINIUM

The name of this Condominium is Stoneleaf Condominium.

Article 4  
DESCRIPTION OF REAL PROPERTY

The Real Property to be initially included in all Phases of development of the Condominium is described in Exhibit A attached hereto, and the interest of Declarant in said Real Property is a fee simple interest. The Real Property shall also include any real property annexed to the Condominium pursuant to Section 19.1 below.

Article 5  
DESCRIPTION OF UNITS

5.1 Number of Units. The number of Units which Declarant has created in Phase 1 is six (6). Declarant reserves the right to create forty-eight (48) additional Units in additional Phases, as more particularly described in Section 19.2 of this Declaration. The total number of Units of the Condominium which Declarant reserves the right to

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create through annexation of additional property as more particularly described in Section 19.1 of this Declaration is ninety-six (96) Units.

5.2 Unit Identifying Number. The Identifying Number of each Unit in Phase 1 of the Condominium is set forth in Exhibit B attached hereto.

5.3 Unit Description. For each Unit in Phase 1 of the Condominium, the approximate square footage (including dwelling and garage), the number of bathrooms (whole or part), the number of rooms designated primarily as bedrooms, and the number of built-in fireplaces is set forth in Exhibit B attached hereto.

5.4 Garage. Each Unit shall have its own separate enclosed garage consisting of one (1) or two (2) parking spaces. Said garage shall be a part of the Unit and not a Limited Common Element.

5.5 Unit Boundaries.

5.5.1 Each Unit consists of cubic airspace, the boundaries of which are: (a) at exterior locations, a plane extended three (3) feet from the outside edge of the foundation of the building (including any attached garages or carports), and running downward to a plane that is five (5) feet below the top of the finished floor of the first story of the building and upward to a plane that is three (3) feet above the highest point on the roof of the building; and b) between Units, a plane equidistant from the interior surface of the sheetrock of adjacent Units extended to intersect a plane that is three (3) feet outside the perimeter foundation of the building; provided, however, that no part of the Unit shall include the land.

5.5.2 In interpreting deeds, mortgages, deeds of trust and other instruments, for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries as shown on the plat being recorded simultaneously with this Declaration ("Plat") and those of the actual building or buildings.

#### Article 6

#### DESCRIPTION OF COMMON ELEMENTS

The Common Elements consist of all portions of the Condominium other than the Units and include the following:

6.1 All Limited Common Elements as described in Article 7 of this Declaration.

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6.2 The Real Property described in Exhibit A attached hereto and any real property annexed to the property pursuant to Section 19.1 below.

6.3 Driveways, driving areas, pathways, walkways, yards, gardens, grounds, landscaped areas and fences, which are not assigned as Limited Common Elements and which surround and/or provide access to the Buildings and the Condominium or are used for recreational purposes.

6.4 All portions of the Real Property that are identified as Tracts B, C, D, E, F, and G on the Survey Map and Plan.

6.5 All other elements of the Buildings and the Condominium necessary or convenient to its existence, maintenance and safety, or normally in common use, except as may be expressly designated in this Declaration as part of a Unit.

#### Article 7

#### DESCRIPTION OF LIMITED COMMON ELEMENTS

7.1 Limited Common Elements. The Limited Common Elements are allocated for the exclusive use of the occupants of the Unit or Units to which they are allocated and, in addition to any Limited Common Elements provided for by law or other provisions of this Declaration or any amendments thereto, consist of:

7.1.1 Patio. The patio, if any, located at the rear of and adjoining each Unit.

7.1.2 Porch. The porch located at the front of and adjoining each Unit.

7.1.3 Walkways. The walkways adjoining each Unit.

7.1.4 Driveway. The driveway adjoining and providing access to the garage of each Unit.

7.1.5 Deck. The deck, if any, located at the rear of and adjoining each Unit.

7.1.6 Rear and Side Yards. The fenced portion of the rear and side yards appurtenant to each Unit.

7.1.7 Miscellaneous. Such other Limited Common Elements, if any, as are depicted and labeled on the Survey Map and Plans.

7.2 Transfer of Limited Common Elements.

7.2.1 Renting. After Declarant's initial allocation, a Unit Owner may rent or lease the parking space(s) allocated to that Unit to any other Unit Owner; provided, that the rental or lease term shall automatically expire on the date the Unit Owner/lessor Conveys his/her interest in the Unit; and provided further, that the Board shall be notified in writing of the existence of any such rental or lease arrangement.

7.2.2 Reallocation Between Units. Except in the case of a reallocation made by Declarant pursuant to a Development Right reserved in this Declaration, a Limited Common Element may only be reallocated between Units with the approval of the Board and by an amendment to the Declaration executed by the Unit Owners of, and approved in writing by the Mortgagees against, the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Unit Owner(s) made pursuant to this Section 7.2.2 within thirty (30) days after receipt of the request unless the proposed reallocation does not comply with the Act or this Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment to this Declaration as provided for hereinabove shall be recorded in the names of the Unit Owner(s) and the Condominium.

7.2.3 Common Element to Limited Common Element; Common Element or Limited Common Element to Unit. Unit Owners to which at least seventy-five percent (75%) of the votes are allocated, including the Unit Owner of the Unit to which the Common Element or Limited Common Element will be assigned or incorporated, must agree to reallocate a Common Element as a Limited Common Element or to incorporate a Common Element or Limited Common Element into an existing Unit. Such reallocation or incorporation shall be reflected in an amendment to this Declaration and the Survey Map and Plans. Notwithstanding the foregoing, this Section 7.2.3 shall not apply with respect to any such reallocation or incorporation made as a result of the exercise of any Development Rights reserved by Declarant in this Declaration or any amendments thereto.

7.3 Allocation of Real Property to Limited Common Elements. Declarant reserves the right to allocate as Limited Common Elements (other than as Limited Common Elements specified in Sections 5.5.1 and 5.5.2 of this Declaration) any and all portions of the Real Property (excluding Units not owned by Declarant), as described in Exhibit A attached hereto, and any real property annexed to the Condominium pursuant to Section 19.1 below not already allocated in this Article 7 as Limited Common Elements, as Declarant may determine in its sole discretion.

Article 8  
ALLOCATED INTERESTS

The Allocated Interests of each Unit within Phase 1 of the Condominium are set forth in Exhibit B attached hereto. The Allocated Interests are determined on a fractional basis with all Units being allocated equal fractional interests. The Allocated Interests will change if and when additional Phases are added to the Condominium, as is more particularly described in Section 19.2 of this Declaration.

Article 9  
PROPERTY RIGHTS

9.1 Owners Easement of Enjoyment. Each Unit owner shall have the right and non-exclusive easement of ingress and egress, use and enjoyment in and to the Common Element subject to:

9.1.1 This Declaration as it may be amended from time to time;

9.1.2 The right of the Association to suspend a Unit owner's voting rights and the right to use any of the recreational facilities within the Common Elements for any period during which any assessment of the Association against the owners' Unit remains unpaid;

9.1.3 The right of the Association to borrow money for the purpose of improving the Common Elements, or any portion thereof, or for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Elements, provided that two-thirds (2/3) of the membership present at a meeting called for such purpose shall approve; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of the Declarant or any Unit Owner, or the holder of any mortgage, irrespective of when executed, given by Declarant or any Unit Owner encumbering any Unit; and

9.1.4 The right of the Association to dedicate or transfer all or any portion of the Common Elements to any public agency, authority or utility for such purposes and subject to said conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds (2/3) of the votes which those members of the Association which are present or represented by proxy are entitled to cast at a meeting duly called for such purpose.

9.2 Delegation. Any Unit Owner may delegate his or her right of enjoyment to the members of his or her family, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

Article 10  
ASSOCIATION OF UNIT OWNERS

10.1 Organization. Upon the recording of this Declaration, an association of Unit Owners shall be organized and established to serve as a means through which the Unit Owners may take action with regard to the administration, management and operation of the Condominium. The name of this Association shall be "Stoneleaf Condominium Owners Association." The Association shall be organized as a nonprofit corporation under the laws of the state of Washington.

10.2 Membership:

10.2.1 Qualification. Each Unit Owner (including Declarant) shall be a member of the Association. No Unit Owner, whether one (1) or more persons, shall have more than one membership per Unit owned. If a Unit is sold on contract, the contract purchaser/vendee shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws of the Association, except as expressly limited herein, and shall be the voting representative unless otherwise specified. Membership in the Association shall at all times consist exclusively of Unit Owners (including Declarant and contract purchasers/vendees). Each membership shall be entitled to one vote on all matters submitted to a vote of the members of the Association.

10.2.2 Transfer of Membership. The Association membership of each Unit Owner (including Declarant) shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit, and then only to the transferee of title to such Unit. 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 appurtenant thereto to the new Unit Owner thereof.

10.3 Adoption of Bylaws. Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association. A copy of the proposed Bylaws of the Association is attached hereto as Exhibit C.

Article 11  
MANAGEMENT OF CONDOMINIUM

11.1 Administration. The administration of the Condominium shall be in accordance with the provisions of this Declaration, the Articles of Incorporation, and

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the Bylaws of the Association which are incorporated herein by this reference.

11.2 Board of Directors. Upon recording of this Declaration, Declarant will appoint an interim Board of Directors and officers of the Association, which Directors and officers shall serve until their successors have been elected as provided in the Bylaws.

11.3 Limitation on Authority of Board of Directors.

11.3.1 In General. The Association, acting by and through the Board of Directors, or a Manager appointed by the Board, shall have the powers and authority permitted to the Association through the Act and the Bylaws, except as limited by Sections 11.3.2, 11.3.3, and 11.3.4 of this Declaration.

11.3.2 Capital Improvements. The Board of Directors shall have no authority to make capital additions or improvements, or to pay for the same out of Association funds (except for purposes of restoring, repairing or replacing portions of the Common Elements or the Commonly Maintained Property) having a total cost in excess of Five Thousand Dollars (\$5,000), unless the Unit Owners have authorized the expenditures by a vote of sixty-seven percent (67%) of the majority of the voting rights present, in person or by proxy, at a meeting of the members of the Association called for such purpose.

11.3.3 Employment of Legal Counsel. The Board of Directors shall have no authority to employ legal counsel, institute, defend or intervene in litigation or administrative proceedings in its own name in behalf of itself or Unit Owners on matters affecting the Condominium except upon unanimous vote of the Board. The Board may not incur or commit the Association to incur legal fees in excess of One Thousand Dollars (\$1,000) for any specific matter unless the Unit Owners have authorized the expenditure by a vote of sixty-seven percent (67%) of the majority of the voting rights present, in person or by proxy, at a meeting of the members of the Association called for such purpose.

11.3.4 Borrowing. In the discharge of its duties, and subject to the limitations set forth in the Bylaws, the Board of Directors may borrow funds on behalf of the Association and to secure the payment of such funds, assess each Unit (and the Owner thereof) for said Unit's pro rata share of said borrowed funds, and the obligation to pay said pro rata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit; provided, that the Owner of a Unit may remove his/her Unit and the undivided interest from the Common Elements appurtenant to said Unit from the lien of such assessment by payment of the allocated interest in the Common Expense liability attributable to such borrowed funds. Subsequent to any such payment, discharge, or satisfaction, the Unit and the undivided interest in the Common

Elements appurtenant thereto shall thereafter be free and clear of the lien of such assessment so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the party holding the lien from proceeding to enforce his/her rights against any other Unit and the undivided interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.

Article 12  
RESTRICTIONS ON USE, OCCUPANCY, AND ALIENATION

12.1 Residential Purposes. Each Unit is to be used only in the following manner:

12.1.1 for Residential Purposes, including sleeping, eating, food preparation for on-site consumption by occupants and guests of occupants, entertaining by occupants of personal guests, and similar activities commonly conducted within a residential dwelling.

12.1.2 for such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with this Declaration (as amended), the Bylaws, and applicable law; and

12.1.3 for purposes of operating the Association and managing the Condominium. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside of the Unit; (b) the business activity conforms to all zoning requirements of the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

12.2 Maximum Occupants. There shall be no more than five (5) occupants residing in any Unit in the Condominium at any one time.

12.3 Leasing of Units. Except in the case of undue hardship, as defined below, the maximum number of Units that may be non-owner occupied shall be twenty percent (20%) of the Units. As used in this section, an "owner-occupied" Unit is a Unit that is occupied by an Owner or an Owner's spouse, children, or parents as a primary or secondary residence and no rent is charged such occupants. If the twenty percent (20%) threshold has already been reached, a Unit Owner may apply to the Board of Directors for an undue hardship-based exception to the twenty percent (20%) threshold;

provided, however, that no undue hardship-based exception shall be granted if doing so causes the total number of non-owner occupied Units to exceed thirty percent (30%) of the Units.

12.3.1 Determination. Prior to entering into any lease agreement, an Owner of a Unit shall notify the Board of Directors in writing of his or her intent to lease or rent such Owner's Unit, and the circumstances of the proposed arrangement. Within fifteen (15) days of such notification, the Board shall advise the Owner whether such proposed tenancy would or would not exceed the restriction on the number of rented Units, and if it would exceed such restriction, the Board shall place the Owner on a waiting list and shall notify such Owner when such Owner's Unit may be rented. Once an Owner is notified that his or her Unit may be rented, such Owner, within six (6) months from the date of such notice, may enter into a lease with a tenant. If a notified Owner has not entered into such a lease within such period, the Board shall place such Owner at the end of the waiting list and shall notify the next Owner on such list that such Owner may rent his or her Unit. Upon termination of a permitted lease, the Owner no longer may continue to rent such Unit without again complying with the provisions of this section.

12.3.2 Undue Hardship. The Board of Directors shall be empowered to allow reasonable leasing of Units upon written application to avoid undue hardship on a Unit Owner only if so doing will not cause the total number of non-owner occupied Units to exceed thirty percent (30%) of the Units. By way of illustration and not of limitation, examples of circumstances which would constitute "undue hardship" are those in which (i) a Unit Owner must relocate his or her residence outside the Portland/Vancouver metropolitan area, cannot sell his or her Unit within ninety (90) days from the date the Unit was placed on the market, and the Owner continues to offer and advertise the Unit for sale at a reasonable price no greater than its current appraised market value; (ii) the Owner dies and the Unit is being administered by his or her estate; or (iii) the Owner takes a leave of absence or temporarily relocates outside the Portland/Vancouver metropolitan area and intends to return to reside in the Unit. Those Owners who have demonstrated that their inability to lease their Unit would result in undue hardship and have obtained the requisite approval of the Board may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship.

12.3.3 Leasing Provisions. Such leasing as is permitted by Section 12.3.1 or 12.3.2 shall be governed by the provisions set forth below. Any written lease used in connection with the rental of a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Unit. Any tenant, by occupancy in a Unit, agrees to the applicability of this covenant and incorporation of the

following language into the lease:

12.3.3.1 Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless approved in writing by the Board. No transient tenants may be accommodated in a Unit. All leases shall be in writing and in a form approved by the Association. All rentals must be for a term of no less than one (1) year. The Unit Owner must make available to the tenant copies of the Declaration, Bylaws, and the rules and regulations.

12.3.3.2 Each tenant agrees to be personally obligated for the payment of all assessments against the Owner which become due during the term of the lease and any other period of occupancy by the tenant or which become due as a consequence of the tenant's activities which violate provisions of the Act, the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Unit Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

12.3.3.3 When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment for a period of more than thirty (30) days after it is due and payable, then, upon request by the Board, the tenant shall pay to the Association all unpaid annual and special assessments, as lawfully determined and made payable during the term of the lease and any other period of occupancy by the tenant; provided, however, the tenant need not make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Association's request. All such payments made by the tenant shall reduce, by the same amount, the tenant's obligation to make monthly rental payments to the lessor. If the tenant fails to comply with the Board's request to pay assessments, the tenant shall pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney fees actually incurred, to the same extent the tenant would be required to make such payment to the Association if the tenant were the Owner of the premises during the term of the lease and any other period of occupancy by the tenant.

12.4 Driveway Parking Restrictions. Limited Common Element driveways may be used for parking of automobiles (including light trucks) by the occupants of the Unit or Units to which the driveways are allocated, provided that such parking shall not block all or any part of any sidewalk which adjoins such driveway. The Board may require removal of any vehicle (and any other item or equipment) improperly parked or stored in driveways; if same is not promptly removed upon request, the Board shall cause removal at the risk and expense of the owner thereof. Use of all Limited Common Element driveways may be regulated by rules and regulations promulgated by the Board from time to time.

12.5 Use of Common Elements. The Common Elements (other than the Limited Common Elements) shall be used for normal transit and/or the furnishing of services and facilities for which the same are reasonably intended, for the benefit and enjoyment of all Units. The use, operation and maintenance of the Common Elements shall not be obstructed, damaged or unreasonably interfered with, except by express written consent of the Board.

12.6 Animals. No animals of any sort shall be raised, kept or permitted within the Property or any part thereof, except dogs, cats, or other domestic household pets weighing less than seventy-five (75) pounds not to exceed a total of two (2). No such dogs, cats or other domestic household pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof, and owners shall be responsible for removal of all pet debris of their animals, including food and feces matter. All dogs shall be carried or kept on a leash while outside a Unit. No pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.

12.7 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on in any Unit or Common Elements, nor shall anything be done or placed therein or thereupon which may be or become an interference with, or jeopardize the enjoyment of, other Units or the Common Elements, or which is a source of annoyance or nuisance to residents.

12.8 Antennas and Satellite Dishes. Antennas and satellite dishes shall be prohibited within the Property, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (c) antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is mounted below a five foot fence, screened by fencing or tasteful landscaping so as to be concealed from the view of neighboring units, streets, and property located adjacent to the Unit. Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may install the device in the least conspicuous alternative location within the Unit where an acceptable quality signal can be obtained. The Board may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or

use of the Permitted Device.

12.9 Sound Systems. The use of any radio, home theater system, audio system, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units is prohibited, except that alarm devices used exclusively for security purposes are permitted.

12.10 Exterior Appearance. In order to preserve a uniform and attractive appearance of the Buildings, the Common and Limited Common Elements, and the Commonly Maintained Property visible to the public, the Board shall require and provide for the painting and other decorative finish of the Buildings, Common and Limited Common Elements, and the Commonly Maintained Property, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the Buildings, Common and Limited Common Elements, and the Commonly Maintained Property undertaken or proposed by any Unit Owner. This authority of the Board extends to screens, doors, awnings, rails, windows, decks, patios, and any other portions of the Units, Common and Limited Common Elements, and Commonly Maintained Property visible to the public.

12.11 Signs. Unless written approval is first obtained from the Board, no sign of any kind shall be displayed or otherwise be made visible to the public on or from any Unit or the Common or Limited Common Elements; provided, that the Board shall, by and subject to appropriate rules and regulations, permit a Unit Owner to temporarily place a sign on or about the Condominium, at a space designated by the Board, indicating that a Unit is for sale; and provided, that this Section 12.11 shall not apply to Declarant in exercising any Special Declarant Right reserved by Declarant under this Declaration or in placing signs on or about the Condominium to advertise Units for sale or lease.

12.12 Insurance. Nothing shall be done or kept in any Unit or in the Common or Limited Common Elements which will increase the cost of insurance on the Common or Limited Common Elements. No Unit Owner shall permit anything to be done or kept in his/her Unit or in the Common or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Elements.

12.13 Timesharing. Timesharing, as defined in the Washington Timeshare Act, is prohibited.

12.14 Common Element Alterations. Except upon written consent of the Board and compliance with all applicable provisions set forth herein, in the Bylaws and applicable law, nothing shall be altered or constructed in or on, change the appearance of, or (except for a Unit Owner's personal property) removed from, the Common or

Limited Common Elements or the Commonly Maintained Property or any exterior portion of any Unit or Building.

12.15 Limited Common Elements. The use, condition and appearance of Limited Common Elements and the Commonly Maintained Property may be regulated under provisions of this Declaration (as amended), the Bylaws, and rules and regulations promulgated from time to time by the Board. Unit Owners may not modify, paint, or otherwise decorate, or in any way alter their respective Limited Common Elements or the Commonly Maintained Property without the prior written approval of the Board, provided that a Unit Owner may, at Unit Owner's sole expense, landscape, irrigate, and light the Limited Common Elements consisting of the fenced portion of the rear and side yards appurtenant such owner's Unit, without prior approval of the Board.

12.16 Association Rules and Regulations. The Board may, from time to time, adopt, amend, or revoke rules and regulations governing the conduct of Persons and the operation and use of the Units and Common and Limited Common Elements, as it may deem necessary or appropriate in order to insure compliance with the general guidelines of this Article 12 and to assure the peaceful and orderly use and enjoyment of the Condominium. Such action may be modified or revoked by vote of not less than seventy-five percent (75%) of the voting rights present, in person or by proxy, at any meeting of Association members, the notice for which shall have stated that such modification or revocation of rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be promptly delivered by the Secretary of the Association to each Unit Owner and shall be binding upon all Unit Owners and occupants of all Units from the date of delivery.

Article 13  
COMMON EXPENSES AND ASSESSMENTS

13.1 Assessments. The Board of Directors shall create annual Assessments to fund Common Expenses for the benefit of all members of the Association. Each Owner, by acceptance of a deed or recorded contract of sale, shall be obligated to pay these Assessments. Assessments shall be levied equally on all Units, provided, until the first day of the first month following the month in which a Unit is either issued a Certificate of Occupancy by the City of Camas, or is actually occupied, whichever is earlier, the Assessments levied on such Unit shall be fifty percent (50%) of the Assessments levied on all Units subject to full Assessments. No Unit Owner may exempt himself/herself for liability for payment of Assessments for any reason, including waiver of use or enjoyment of any of the Common Elements, or abandonment of the owner's Unit. Assessments shall be payable in equal monthly installments on or before the first day of each month during the Association's fiscal year, or in such other reasonable manner as the Board shall

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designate.

13.2 Budget. Within sixty (60) days prior to the beginning of each fiscal year of the Association, the Board shall prepare a budget covering the estimated Common Expenses of the Association for such year. The budget shall also contain a capital contribution for creating, funding, and maintaining reasonable reserves for contingencies and operations, as well as the maintenance, repair and replacement of replaceable assets. The Board shall take into account any expected income and any surplus available from the prior year's operating funds. The Board shall calculate the contributions to the reserve funds so that there are sufficient funds there in to replace, or perform major repairs to each asset covered by the fund at the end of the estimated useful life of each such asset. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed equally to all Unit Owners. Within thirty (30) days after the adoption of any proposed budget for the condominium, the Board of Directors shall provide a summary of the budget to all of the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

13.3 Commencement of Assessments. The obligation to pay the Assessments provided for herein shall commence as to each Unit on the first day of the month following the conveyance of the Unit to a person other than Declarant. Any person who purchases a Unit shall only be obligated to pay one-half of the regular Assessment levied on such Unit until the first day of the month following the issuance of a Certificate of Occupancy on such Unit by the City of Camas. The first annual Assessment levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Unit. Until the Association makes an Assessment, Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Units, based on a budget adopted by the Association; provided, for a period not to exceed twelve (12) months following the date of first Conveyance of a Unit to an Owner other than Declarant or an affiliate of Declarant, the Board (whether appointed by Declarant or elected by Unit Owners) may elect not to collect monthly Assessments estimated as provided in Section 13.1 and instead elect to collect and expend monthly Assessments based on the actual costs of maintaining, repairing, operating and insuring the Common Elements and the Commonly Maintained Property.

13.4 Allocated Liability. Except for Assessments under Sections 13.5, 13.6, 13.7 and 13.8, all Common Expenses must be assessed against all the Units in accordance with the Allocated Interests as determined pursuant to Article 8 of the Declaration. Any past due Assessment or installment thereof bears interest at the rate established by the Association pursuant to Section 13.12.7.

13.5 Limited Common Elements. Any Common Expense associated with the operation, maintenance, repair or replacement of a Limited Common Element shall be paid by the Owner of, or assessed against the Units to which, that Limited Common Element is assigned, equally.

13.6 Only Some Units Benefited. The Board may elect that any Common Expense or portion thereof benefiting fewer than all of the Units must be assessed exclusively against the Units so benefited.

13.7 Insurance Costs. The Board may elect to assess the costs of insurance in proportion to the risk.

13.8 Utility Costs. The Board may elect to assess the costs of utilities in proportion to the usage.

13.9 Assessments for Judgment. Assessments to pay a judgment against the Association pursuant to RCW 64.34.368(1) may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their Allocated Interests in effect at the time the judgment was entered.

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

13.11 Reallocation. If Common Expense Liabilities are reallocated, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

13.12 Lien for Assessments.

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

13.12.2 Priority. A lien under Section 13.12 shall be prior to all other liens or encumbrances on a Unit except:

13.12.2.1 liens for real property taxes and other governmental

assessments or charges against the Unit;

13.12.2.2 a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and

13.12.2.3 liens and encumbrances recorded before the recording of the Declaration.

13.12.3 Priority Over Mortgage. Notwithstanding Section 13.12.2 the unpaid Assessment lien provided for under Section 13.12.1 shall be prior to the lien of the Mortgages described in Section 13.12.2.2 if:

13.12.3.1 the Association has given the Mortgagee ninety (90) days prior written notice that the Owner of the Unit is in default in payment of an Assessment; and

13.12.3.2 The Mortgagee has not initiated judicial action to foreclose the Mortgage or accepted a deed in lieu of foreclosure prior to the expiration of the ninety (90) days following the notice given by the Association pursuant to Section 13.12.3.1 and

13.12.3.3 The Association has provided the Mortgagee, upon request, with copies of any liens filed on the Unit, a statement of the Assessments and interest remaining unpaid on the Unit and other documents which the Mortgagee may reasonably request; and

13.12.3.4 The Unit Owner is in default under the terms of the Mortgage as to principal and interest; and

13.12.3.5 The Association has prepared, verified, and recorded a claim of lien in Clark County, Washington.

13.12.4 Limitation on Action. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three (3) years after the unpaid Assessments sought to be recovered becomes due.

13.12.5 Foreclosure. The lien arising under Section 13.12 may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW Chapter 61.12. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight (8) months. Nothing in this Section shall prohibit the Association from taking a

deed in lieu of foreclosure.

13.12.6 Mortgagee Liability. Except as provided in Section 13.12.3, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through foreclosure shall not be liable for Assessments or installments thereof that become due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section 13.12.6.

13.12.7 Lien Survives Sale. The lien arising under Section 13.12.1 shall not be affected by the sale or transfer of the subject Unit in the event of sale through foreclosure, as provided in Section 13.12.5.

13.12.8 Owner Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary Conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

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

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

13.12.11 Assessment Certificate. The Association, upon written request, shall furnish to a Unit Owner or a Mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen (15) days after receipt

of the request and is binding on the Association, the Board, and every Unit Owner, unless and to the extent known by the recipient to be false.

13.12.12 Acceleration of Assessments. In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days' written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

#### Article 14

#### MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND THE COMMONLY MAINTAINED PROPERTY

14.1 Responsibility for Maintenance. The Association shall maintain and repair the Common Elements and the Commonly Maintained Property, all improvements and landscaping thereon, and all property owned by the Association, including but not limited to private streets, utility, sewer or drainage systems not maintained by a public entity, utility company or improvement district. The Association shall perform annual confidence testing and certification of the entryway gate. The expense of maintenance, repairs, and improvements of the Common Elements and the Commonly Maintained Property shall be charged to all Unit Owners as a Common Expense. The necessary work to maintain, repair or replace any portion of a Unit, or any desired alterations, improvements or modifications to any portion of a Unit or Limited Common Elements shall be the responsibility of the Unit Owner, and shall be carried out as and in the manner provided for in the Bylaws. The Unit Owner, at such owner's sole expense, shall maintain and repair all improvements and landscaping on the Limited Common Element consisting of the fenced portion of the rear and side yards appurtenant to such owner's Unit, provided that in so doing, the Unit Owner shall not alter, repair or otherwise modify the irrigation system that services this Limited Common Element.

#### 14.2 Storm Water Facility

14.2.1 The storm water facility consists of the storm sewer network, catch basins, one underground storm water media filtration vault, and a storm detention pond. Its purpose is to collect, treat, detain, and discharge storm water. The storm water facility is a general Common Element of the Condominium.

14.2.2 The Association shall perform all maintenance and repair of the storm water facility.

#### Article 15

## INSURANCE

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

15.1.1 Property Insurance. Property insurance on the Condominium which may, but need not, include equipment, improvements, and betterment in a Unit installed by Declarant or the Unit Owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

15.1.2 Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than Three Million Dollars (\$3,000,000) per occurrence, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements and the Commonly Maintained Property.

15.1.3 Worker's Compensation. Worker's compensation insurance to the extent required by applicable laws.

15.1.4 Fidelity Bonds. Fidelity bonds naming the members of the Board, the Manager or managing agent and its employees, such other persons as may be designated by the Board as principals, and the Association as obligee, in at least an amount equal to three (3) months aggregate Assessments for all Units plus reserves, in the custody of the Association or manager at any given time during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

15.1.5 Personal Property. Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable.

15.1.6 Other. Such other insurance (including Directors and officers liability) as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage

Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans' Administration, or other governmental or quasi-governmental agency involved in the secondary mortgage market, so long as any such agency is a Mortgagee or owner of a Unit within the Condominium, except to the extent such coverage is not available or has been waived in writing by such agency.

15.2 Coverage Not Available. If the insurance described in Section 15.1 is not reasonably available, or is modified, canceled, or not renewed, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by first class United States mail to all Unit Owners, to each Eligible Mortgagee, and to each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

15.3 Required Provisions. Insurance policies carried pursuant to this Article 15 shall:

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

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

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

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

15.3.5 provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of



any insurance trust agreement to which the Association is a party, or any requirement of law;

15.3.6 contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds; and

15.3.7 contain, if available, an agreed amount and Inflation Guard Endorsement.

15.4 Claims Adjustment. Any loss covered by the property insurance under this Article must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions of Article 7 of the Bylaws, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the Condominium is terminated.

15.5 Certificate. An insurer that has issued an insurance policy under this Article 15 shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of RCW Chapter 48.18 pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

15.6 Notification of Sale of Unit. Promptly upon the Conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the Conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners under Article 15 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

#### Article 16 BASEMENTS

16.1 In General. Each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility, wiring, duct, heating, ventilation, air conditioning, service elements, fireplaces and

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associated flues and chimneys, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each Unit and all the Common and Limited Common Elements are specifically subject to easements as required for the installation, use, maintenance, repair and removal of the intercom, security and electrical entry system, if any, the electrical wiring and plumbing for each Unit, and the central television cable/antenna system, if any. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

16.2 Encroachments. Each Unit and all Common and Limited Common Elements shall have an easement over all adjoining Units and Common and Limited Common Elements for the purpose of accommodating any present or future encroachment as a result of: engineering errors; errors in original construction, reconstruction, and repairs; settlement, shifting, or movement of any portion of a Unit, Building, Common or Limited Common Element; building overhang or projection; or as a result of any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they exist, and the rights and obligations of Unit Owners shall not be altered in any way by said encroachments; provided, however, in no event shall a valid easement for encroachment be created in favor of a Unit Owner if said encroachment occurred due to the willful act or acts of, or with the full knowledge of, said Unit Owner. This provision does not relieve a Unit Owner of liability in the case of willful misconduct of the Unit Owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of failure to adhere to the Survey Map and Plans. The encroachments described in this Section 16.2 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

16.3 Granting of Easements by Association. The Board, upon prior approval of seventy-five percent (75%) of the voting power of the Unit Owners, may, on behalf of the Association and all members thereto, execute, acknowledge, deliver and record leases in excess of two (2) years, easements, rights-of-way, licenses, and similar interests affecting the Common Elements, and may consent to dedication of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the Chairman and Secretary of the Association. No such interest may be granted with regard to Limited Common Elements unless the Unit Owners and Mortgagees of the Units having the exclusive right to use such Limited Common Elements join in the instrument granting the interest.

16.4 Right of Entry. The Board, Manager or any other person authorized by the Board shall have the right to immediately enter any Unit or Limited Common Element in the case of an emergency originating in or threatening such Unit, Limited Common Element or other Condominium property, whether or not the Unit Owner is present at the time. Such persons shall also have the right to enter a Unit or Limited Common Element for the purpose of performing installations, alterations or repairs to any

Common or Limited Common Element and for the purpose of inspection to verify that the Unit Owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made (except in the case of an emergency) in advance and that such entry is at a time convenient to the Unit Owner.

16.5 Easements for Declarant. Declarant and Declarant's agents, successors and assigns shall have an easement in, through, over, under, across and upon the Common Elements as may be reasonably necessary for the purpose of constructing additional Phases and completing or making repairs to existing structures, for the purpose of carrying out sales and rental activities necessary or convenient for the sale or rental of Units, including, without limitation, the right to use the Units owned by Declarant as model units and the right to use a Unit as a sales office, and for the purpose of discharging any other obligation of Declarant or exercising any Special Declarant Rights.

#### Article 17 MORTGAGEE PROTECTION

17.1 Change in Manager. In the event that professional management is employed by the Association, at least thirty (30) days' notice of any contemplated change in the professional Manager shall be given to any Eligible Mortgagee. The Association shall not elect to terminate professional management and assume self-management without the prior written approval of sixty-seven percent (67%) of the Unit Owners and fifty-one percent (51%) of all Eligible Mortgagees; provided that such prior consent shall not be required to change from one professional Manager to another professional Manager.

17.2 Removal of Property from Condominium Status. Except when acting pursuant to the provisions of the Act in response to damage, destruction or condemnation of all or any portion of the Property, the Association shall not, without prior written agreement of all of the Unit Owners and all Eligible Mortgagees, seek by act or omission to abandon or terminate the condominium status of all or any portion of the Property, or abandon, encumber, sell or transfer any of the Common Elements. Notwithstanding the foregoing, if ninety percent (90%) of the Unit Owners of record of the Units and ninety percent (90%) of all Eligible Mortgagees agree in writing that the Property is obsolete, the condominium status of the Property may thereby be terminated.

17.3 Partition or Subdivision The Association shall not combine, partition or subdivide any Unit or the appurtenant Limited Common Elements, or abandon, partition, subdivide, encumber or sell any Common Elements without the unanimous approval of the Eligible Mortgagees and Unit Owners of the Units so affected.

17.4 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice:

17.4.1 that the Unit Owner/Mortgagor of the Unit has for more than sixty (60) days failed to meet any obligation under this Declaration, the Bylaws, and the rules and regulations promulgated by the Board, as all of the same may be amended from time to time;

17.4.2 of all meetings of the Association and be permitted to designate a representative to attend all such meetings;

17.4.3 of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage;

17.4.4 of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and

17.4.5 of any proposed action that requires the consent of a specific percentage of Mortgagees.

To be entitled to receive notices under this Section 17.4, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the Unit Identifying Number or address of the Unit on which it has (or insures or guarantees) the Mortgage.

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

17.6 Insurance.

17.6.1 Board of Directors' Duties. With respect to a first Mortgagee of a Unit, the Board shall:

17.6.1.1 cause any insurance carrier to include in the insurance policy a standard mortgage clause, naming any Mortgagee who makes written request to the Board to be so named;

17.6.1.2 furnish any such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien;

17.6.1.3 require any insurance carrier to give the Board and any and all insureds (including such Mortgagees) at least thirty (30) days' written notice before canceling, reducing the coverage or limits, or otherwise substantially modifying any insurance with respect to the Property on which the Mortgagee has a lien (including cancellation for a premium nonpayment);

17.6.1.4 not make any settlement of any insurance claims for loss or damage to any such Unit, Common or Limited Common Element or the Commonly Maintained Property exceeding Ten Thousand Dollars (\$10,000) without the approval of such Mortgagee; provided that the withholding of such approval shall not be unreasonable or in conflict with other provisions of this Declaration or Bylaws;

17.6.1.5 give such Mortgagee written notice of any loss or taking affecting Common Elements or the Commonly Maintained Property, if such loss or taking exceeds Ten Thousand Dollars (\$10,000);

17.6.1.6 give such Mortgagee written notice of any loss, damage or taking affecting any Unit or Limited Common Elements in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000).

17.6.2 Additional Policy Provisions. In addition, the insurance policy acquired shall:

17.6.2.1 provide that any reference to a Mortgagee in such policy shall mean and include any holders of Mortgages of any Unit or Unit lease, in their respective order and preference, whether or not named therein;

17.6.2.2 provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Unit Owners or any Person(s) claiming under any of them;

17.6.2.3 waive any provision invalidating a mortgage clause by reason of the failure of: any Mortgagee to notify the insurer of any hazardous use or vacancy; any requirement that the Mortgagee pay any premium thereon; and any contribution clause.

17.7 Inspection of Books. Unit Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled: to inspect at all reasonable hours of weekdays (or under other reasonable circumstances) all of the books and records of the

Association including current copies of the Declaration, Bylaws and other rules and regulations governing the Condominium, and other books, records and financial statements of the Association (within a reasonable time following request); and, upon written request of any holder, insurer or guarantor of a first Mortgage, at no cost to the party so requesting, or upon the written request of the holder of fifty-one percent (51%) or more of first Mortgages, at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

Article 18  
SPECIAL DECLARANT RIGHTS

18.1 Special Declarant Rights. As more particularly provided in this Article, Declarant, for itself and its successors and assigns, reserves the following Special Declarant Rights:

18.1.1 Completion of Improvements. Declarant, its agents, employees and contractors shall have the right to complete improvements and otherwise perform work: authorized or directed by this Declaration and any amendments thereto; authorized or directed by the Bylaws; indicated on the Survey Map and Plans and any amendments thereto; authorized or directed by any building permits; provided for under any purchase and sale agreement between Declarant and a Purchaser of a Unit; necessary to satisfy any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

18.1.2 Development Rights. Declarant shall have the right to exercise Development Rights reserved to Declarant in this Declaration (and any amendments thereto) and the Act.

18.1.3 Sales and Management Offices. Declarant, its agents, employees and contractors shall be permitted to establish and maintain in any one (1) or more Units still owned by Declarant and in any Common Elements (other than Limited Common Elements assigned or reserved to Units not owned by Declarant), such facilities as in the sole opinion of Declarant may be required, convenient or incidental to the construction, sale or rental of Units and appurtenant interests, including but not limited to: business offices; management offices; sales and rental offices; construction offices; storage areas; signs; model units; and parking areas for all agents, employees, contractors, prospective tenants or Purchasers of Declarant. The number, size, location, and relocation of all such facilities shall be determined from time to time by and in the sole discretion of Declarant; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of his/her Unit, appurtenant Limited Common Elements, and those portions of the Common Elements reasonably necessary for the use and enjoyment of such Unit and appurtenant Limited Common Elements. Any such

facilities not designated a Unit by this Declaration are a Common Element and, if Declarant ceases to be a Unit Owner, Declarant ceases to have any rights with regard thereto unless it is removed promptly from the Condominium, which Declarant shall have the right to do. Declarant may maintain signs on the Common Elements advertising the Condominium and/or the sale or rental of Units owned by Declarant:

18.1.4 Use of Easements. Declarant, its agents, employees and contractors shall have the right to make use of the easements through the Common Elements as provided for in Article 16 of this Declaration for the purpose of making improvements within the Condominium or within the Property which may be added to the Condominium, including but not limited to constructing additional Phases and completing or making repairs to existing structures within the Condominium.

18.1.5 Master Association. Declarant shall have the right to make the Condominium subject to a master association pursuant to RCW 64.34.276.

18.1.6 Declarant Control of Association. . During the period of Declarant Control of the Association, Declarant shall have the right and authority to appoint and remove officers of the Association and members of the Board, and to veto or approve any proposed action of the Board or Association. The period of Declarant Control of the Association shall commence upon the filing of the Articles of Incorporation of the Association with the State of Washington Secretary of State and shall terminate no later than the earlier of:

18.1.6.1 sixty (60) days after Conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than Declarant;

18.1.6.2 two (2) years after the last Conveyance or transfer of record of a Unit except as security for a debt;

18.1.6.3 two (2) years after any Development Right to add new Units was last exercised; or

18.1.6.4 the date on which Declarant records an amendment to the Declaration pursuant to which Declarant voluntarily surrenders the right to further appoint and remove officers of the Association and members of the Board.

Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant Control pursuant to clauses 18.1.6.1, 18.1.6.2, and 18.1.6.3 of 18.1.6.4, but in that event Declarant may require, for the duration of the period of Declarant Control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.



18.1.7 Unilateral Amendment by Declarant. In addition to all other special rights of Declarant provided in this Declaration, Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission, or agency of the United States or the State of Washington, or any corporation wholly owned, directly or indirectly, by the United States or the State of Washington, the approval of which entity is required in order for it to insure, guarantee, or provide financing in connection with development of the Real Property and sale of Units. During the period of Declarant Control of the Association, no such amendment shall require notice to or approval by any member of the Association.

18.2 Termination of Special Declarant Rights. Except as otherwise provided in this Declaration or any amendments thereto, the Special Declarant Rights reserved herein shall continue in effect so long as: Declarant is completing improvements which are within or may be added to the Condominium; Declarant owns one (1) or more Units; any of Declarant's Development Rights remain in effect. Notwithstanding the foregoing, Special Declarant Rights shall expire upon the conveyance by Declarant of the last Unit owned by Declarant or seven (7) years after the conveyance of the first Unit in the Condominium, whichever is earlier. Declarant may voluntarily terminate any or all Special Declarant Rights at any time by recording an amendment to this Declaration specifying which Special Declarant Rights are thereby terminated.

#### Article 19 DEVELOPMENT RIGHTS

19.1 Annexation of Additional Property. Declarant shall have the unilateral right, privilege, and option from time to time subject to the provisions of this Declaration and the jurisdiction of the Association to annex to the Condominium all or any portion of any real property located in Section 2 of Township 1N Range 3E, Willamette Meridian that is contiguous to the Real Property described on Exhibit A by recording an amendment to this Declaration and, if necessary, a Survey Map and Plans providing for the same. Such subsequent amendments to this Declaration shall not require the vote of the Unit Owners. Notwithstanding any other provision of this Declaration, Declarant's right to annex additional real property to the Condominium shall expire seven (7) years after the date of recordation of this initial Declaration. Any such annexation shall be effective upon recording of such amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer or assign to any other person the right, privilege, and option to annex additional property which is herein reserved to Declarant provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibit A, which, at the

time of such transfer or assignment (or contemporaneously therewith) is subjected to the provisions of this Declaration.

19.2 Development of Condominium in Phases. The Condominium will be developed and established in more than one (1) Phase. If fully developed, the Condominium shall contain not more than ninety-six (96) Units.

19.2.1 Phase 1 This Declaration provides for the development and establishment of Phase 1, and describes the Units, Buildings, Common and Limited Common Elements, and the Commonly Maintained Property for Phase 1. A legal description of the Real Property included in Phase 1 is set forth in Exhibit A attached hereto. The Survey Map and Plans, filed simultaneously with this Declaration, depict certified as-built (with respect to Phase 1) the following: a survey of the surface of the land for Phase 1; the location of the Buildings for Phase 1; and the plans for the Buildings of Phase 1 showing as to each Unit in Phase 1 the vertical and horizontal boundaries, the location of all such Units, and the number and dimensions of all such Units. The provisions of this Declaration and the Survey Map and Plans regarding Phase 1 shall be effective immediately to establish Phase 1 as a Condominium under the Act.

19.2.2 Development and Establishment of Remaining Phases. The establishment of additional Phases (subsequent to Phase 1) as part of the Condominium under the Act shall become effective only upon Declarant's recordation of amendments to this Declaration and, if necessary, the Survey Map and Plans, providing for same. This Declaration describes the Unit boundaries, Common and Limited Common Elements, and the Commonly Maintained Property for all Phases of the Condominium. A description of the Units, the number of Units to be built, the Identifying Numbers assigned to the Units, and other applicable and relevant information pertaining to the Units to be built, in each Phase shall be set forth in the amendment to this Declaration establishing each such Phase as part of the Condominium. In addition, the amendment to this Declaration establishing a Phase as part of the Condominium shall describe any additional Common and Limited Common Elements, and the Commonly Maintained Property thereby created, designate (to the extent required by RCW 64.34.228) the Unit(s) to which each Limited Common Element within the newly established Phase is allocated, and reallocate the Allocated Interests among all of the Units of all established Phases of the Condominium in accordance with the formula set forth in Article 8 of this Declaration. Separate legal descriptions of the Real Property included in all Phases (including Phase 1) of the Condominium and the Real Property included in all Phases (other than Phase 1) of the Condominium are set forth in Exhibit A attached hereto. From and after the recordation of an amendment to this Declaration establishing a Phase as part of the Condominium, all the land and improvements within such newly established Phase and all previously established Phases (including Phase 1) shall be and constitute one (1) Condominium pursuant to the Act and the provisions of this Declaration. In conjunction with recording an amendment to this Declaration establishing a Phase as part of the Condominium,

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Declarant shall record either a new Survey Map and Plans necessary to conform to the requirements of RCW 64.4.22 or new certifications of a Survey Map and Plans previously recorded if the documents otherwise conform to the requirements of RCW 64.4.22. Until Conveyed by Declarant, Declarant is the Unit Owner of all Units created within a Phase established by the recordation of an amendment to this Declaration. All improvements within each Phase shall be reasonably comparable and consistent with the style and quality of construction of the improvements in Phase 1.

19.2.2.1 Common Elements. All Common Elements (other than Limited Common Elements) for each established Phase will be for the benefit of and may be utilized by Unit Owners of each and every other established Phase. Unit Owners of each established Phase shall share in the expenses of the Common Elements, and the Commonly Maintained Property for all established Phases, based on the Allocated Interests among all Units of all established Phases.

19.2.2.2 Completion and Effective Date of Establishment of Phase as Part of Condominium. Declarant shall construct and complete each subsequent Phase in accordance with the plans and specifications prepared from time to time by or for Declarant and as approved from time to time by governmental authorities having jurisdiction thereof and by the lender(s) financing the construction of each Phase. Completion of each subsequent Phase will be pursued by Declarant as expeditiously as reasonably possible, subject to delays for reasons beyond the control of Declarant (including, but not limited to, financing availability, materials and/or labor shortages, labor disputes, and acts of God). An amendment to this Declaration establishing a Phase as part of the Condominium shall not be recorded until all structural components and mechanical systems of all Buildings containing or comprising any Units thereby created, and all horizontal and vertical boundaries of such Units, are substantially completed. The effective date of establishment of each Phase as part of the Condominium, for purposes of this Declaration and any amendments thereto, shall be the date of recordation of the amendment to this Declaration providing for establishment of each such Phase.

19.2.2.3 Recomputation of Assessments. Upon the effective date of establishment of a Phase, Declarant or the Board may, based on the reallocation of the Allocated Interests as provided for in Section 19.1.2, recompute the budget and the Assessments, and impose the revised Assessments on all established Phases.

19.2.2.4 Easements for Phased Development. In addition to the general easements reserved by statute and by reference in other Sections of this Declaration, for purposes of development of each successive Phase of the Condominium or for development and utilization of land to have been included in any Phase if such land is withdrawn from the Condominium by Declarant pursuant to a Development Right reserved in this Declaration, Declarant hereby reserves onto itself (and its successors and assigns):

19.2.2.4.1 an easement in, through, over, under and across the land constituting Phase 1 and all subsequently established Phases for ingress and egress, and

19.2.2.4.2 an easement in, through, over, under and across easements, roadways, and utility lines reserved in and for all established Phases, for purposes of accomplishing the following: to tie into water, sewer, storm sewer, electrical, gas, telephone or other utility lines of all varieties; to connect with roadways, pathways, walkways and driving areas.

19.2.2.5 Withdrawal of Subsequent Phases. If, despite the good faith efforts of Declarant, and for reasons beyond the reasonable control of Declarant (including, but not limited to, financing availability, material and/or labor shortages, labor disputes, and acts of God), Declarant is unable to complete development of all or any of the subsequent Phases, then Declarant at any time may elect not to incorporate some or all of the subsequent Phases into the Condominium and may withdraw from the provisions of this Declaration the land (and all improvements constructed thereon) within the Phase(s) Declarant is unable to complete. To effectuate the foregoing, Declarant, upon its sole signature and without the consent of any Unit Owner being required, shall record an amendment to this Declaration (and the Survey Map and Plans, if necessary) providing for the withdraw from the provisions of this Declaration of the land (and all improvements constructed thereon) within the Phase(s) Declarant is unable to complete. In the event Declarant exercises its rights under this Section 19.1.2.5 to withdraw land (and all improvements constructed thereon) from the provisions of this Declaration, or if Declarant's right to add Phases expires pursuant to Section 19.1.2.6, then the Phases in fact established as part of the Condominium shall thereafter continue to constitute a complete, fully operational Condominium pursuant to the provisions of the Act and this Declaration; the land (and all improvements constructed thereon) so withdrawn may be utilized and/or developed in any lawful manner and for any lawful purpose as determined by and in Declarant's sole discretion; and the easements provided for in Section 19.2.2.4 shall continue for the benefit of Declarant and the land (and improvements constructed thereon) so withdrawn, for purposes of utilizing and/or by developing said land as Declarant determines in its sole discretion.

19.2.2.6 Time Limitation on Addition of Phases. Notwithstanding any other provisions of this Declaration, Declarant's right to establish and add Phases to the Condominium under this Section 19.2 by recordation of amendments to this Declaration shall expire seven (7) years after the date of recordation of this initial Declaration.

19.3 Subdivision, Combination and Conversion. Declarant shall have the right to subdivide or combine Units owned by Declarant, or to convert Units owned by

Declarant into Common Elements. Such rights of Declarant shall apply to Units owned by Declarant in any established Phase of the Condominium. To effectuate the foregoing, Declarant, upon its sole signature and without the consent of any Unit Owner being required, shall record an amendment to this Declaration (and the Survey Map and Plans, if necessary) providing for such subdivision, combination and/or conversion. If Declarant converts a Unit entirely to Common Elements, the amendment to this Declaration must reallocate the Allocated Interests among all Units of all established Phases of the Condominium in accordance with the formula set forth in Article 8 of this Declaration as though such converted Unit does not exist. If Declarant subdivides a Unit into two (2) or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to this Declaration must reallocate the Allocated Interest of such Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by Declarant. If Declarant combines two (2) or more Units, the amendment to the Declaration must reallocate the Allocated Interests formerly allocated to the Units so combined to the newly created Unit.

19.4 Reallocation of Limited Common Elements. Declarant shall have the right to reallocate Limited Common Elements between Units that have not been conveyed by Declarant as Declarant shall determine in its sole discretion. To effectuate the foregoing, Declarant, upon its sole signature and without the consent of any Unit Owner being required, shall record an amendment to this Declaration (and the Survey Map and Plans, if necessary) providing for such reallocation.

19.5 Other Terms and Conditions of Development Rights.

19.5.1 Except as otherwise provided in this Declaration or any amendments thereto, the foregoing described Development Rights shall continue in effect so long as: Declarant is completing improvements which are within or may be added to the Condominium; Declarant owns one (1) or more Units; any of Declarant's Special Declarant Rights remain in effect. Notwithstanding the foregoing, Declarant may voluntarily terminate any or all of such Development Rights at any time by recording an amendment to this Declaration specifying which Development Right is thereby terminated.

19.5.2 Any Development Rights reserved to Declarant herein may be exercised with respect to different parcels of the Real Property at different times. No assurances are made as to the fixing of the final boundaries of such parcels of the Real Property or as to the order in which such parcels may be subjected to the exercise (in all or in part) to each of the Development Rights reserved to Declarant herein.

19.6 Even though a Development Right is exercised in any portion of the Real Property subject to that Development Right, that Development Right need not be exercised in all or in any other portion of the remainder of the Real Property.

Article 20  
COMPLIANCE WITH DECLARATION

Each Unit Owner shall strictly comply with all of the provisions of this Declaration, the Bylaws, and the rules and regulations promulgated by the Board, as all of the same may be amended from time to time. Failure to so comply shall be grounds for an action, brought by the Board (acting through its officers on behalf of the Unit Owners) or by the aggrieved Unit Owner(s) on his/her/their own behalf against the Person (including a Unit Owner or the Association) failing to comply, to recover sums due for damages, or for injunctive relief, or both.

Article 21  
AMENDMENT OF DECLARATION

21.1 Required Vote. Except in cases of amendments that may be executed by Declarant (in the exercise of any Development Rights pursuant to Article 19 of this Declaration or unilateral amendment rights pursuant to Section 18.1.7), the Association (in connection with Section 7.2.2 for relocation of boundaries between adjoining Units or termination of the Condominium), or certain Owners (in connection with Section 7.2.2, relocation of boundaries between adjoining Units, or termination of the Condominium), and except as limited by Section 21.4, the Declaration, including the Survey Map and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

21.2 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded.

21.3 Recording. Every amendment to the Declaration must be recorded in every county in which any portion of the Condominium is located, and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto.

21.4 General Limitations. Except to the extent expressly permitted or required by provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any unit, the Allocated Interest of the Unit, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected and the Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated other than Declarant.

21.5 Execution. Amendments to the Declaration shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or by the president of the Association.

21.6 Special Declarant/Development Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant or development right provided in the Declaration without the consent of Declarant and any Mortgagee of record with a security interest in the Special Declarant Right or in any Real Property subject thereto, excluding Mortgagees of Units owned by persons other than Declarant.

Article 22  
SEVERABILITY

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

Article 23  
MISCELLANEOUS

23.1 Notices for All Purposes.

23.1.1 Delivery of Notice: Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered seventy-two (72) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Unit Owner(s) of any Unit shall be sufficient if mailed to the Unit of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Association.

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



23.2 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authorities arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of any one (1) or more Units and include Development Rights and Special Declarant Rights reserved to Declarant herein and/or under the Act).

23.3 Reference to Survey Map and Plans. The Survey Map and Plans of Phase 1 of the Condominium referred to herein consist of \_\_\_\_\_ (\_\_\_\_) sheets as prepared by Minister & Glaeser Surveying and were filed with the Recorder of Clark County, Washington, simultaneously with the recording of this Declaration under File No. \_\_\_\_\_ in Volume \_\_\_\_\_ of Condominiums, pages \_\_\_\_\_ through \_\_\_\_\_.

23.4 Effective Date. This Declaration shall be effective to establish Phase 1 as a Condominium under the Act immediately upon recordation of this Declaration.

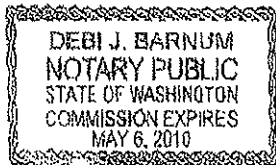
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first above written.

Z Stoneleaf, LLC,  
a Washington Limited Liability Company

By: [Signature]  
Tim Gray, Manager

STATE OF WASHINGTON )  
County of CLALLAM ) ss.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October 2006, by Tim Gray, Manager of Z Stoneleaf, LLC, a Washington Limited Liability Company.



[Signature]  
Notary Public for Washington  
My commission expires: 5.6.2010

EXHIBIT A

1. Legal Description  
(All Phases)

PERIMETER DESCRIPTION OF ALL REAL PROPERTY CURRENTLY OWNED BY  
DECLARANT WHICH MAY BECOME PART OF STONELEAF CONDOMINIUM:

A portion of that certain tract of land conveyed to Stoneleaf, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812731, Records of Clark County, Washington, and that certain tract of land conveyed to Famtrust II, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812252, Records of Clark County, located in a portion of Government Lot 3 and 4 in the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of plats at page 740, Records of Clark County;

Thence North  $01^{\circ}41'02''$  East, along the East line of said Plat and along the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 26, Records of Clark County, for a distance of 473.61 feet;

Thence South  $89^{\circ}25'30''$  East, for a distance of 119.58 feet;

Thence North  $00^{\circ}34'30''$  East, for a distance of 30.00 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim;

Thence South  $89^{\circ}25'30''$  East, along said Westerly extension, for a distance of 847.25 feet to the Northeast corner of said Stoneleaf LLC tract;

Thence South  $01^{\circ}11'21''$  West, along the East line of said Stoneleaf LLC tract and the East line of said Famtrust II LLC tract, for a distance of 513.92 feet to the North Right-of-Way line of SE Pacific Rim Boulevard (40.00 feet from centerline, measured at right angles);

Thence North  $88^{\circ}48'45''$  West, along said North Right-of-Way line, for a distance of 970.54 feet to the POINT OF BEGINNING;

Except that portion thereof conveyed to the City of Camas by Deed of Dedication, recorded under Auditor's File No. 4158219D, records of Clark County, Washington, more particularly described as follows:

A portion of that tract of land conveyed to Stoneleaf, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812731, Records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of plats at page 740, records of Clark County;

Thence North  $01^{\circ}41'02''$  East, along the East line of said Plat and along the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 26, Records of said County, for a distance of 503.62 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim;

Thence South  $89^{\circ}25'30''$  East, along said Westerly extension, for a distance of 516.83 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 10.89 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 35.00 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 18.00 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 70.00 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 38.22 feet to the TRUE POINT OF BEGINNING;

Thence South  $88^{\circ}48'39''$  East, for a distance of 16.20 feet;

Thence South  $43^{\circ}48'39''$  East, for a distance of 40.71 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 8.00 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 44.98 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 36.78 feet;  
to the TRUE POINT OF BEGINNING.

Containing 11.199 acres.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

2. **Legal Description**  
(Phase 1)

PERIMETER DESCRIPTION OF "STONELEAF CONDOMINIUMS PHASE 1" WHICH HEREBY BECOMES PART OF STONELEAF CONDOMINIUM AND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.

A tract of land being a portion of that tract of land conveyed to Stoneleaf, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812731, Records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of plats at page 740, Records of said County;

Thence North  $01^{\circ}41'02''$  East, along the East line of said Plat and along the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 26, Records of said County, for a distance of 473.61 feet;

Thence South  $89^{\circ}25'18''$  East, for a distance of 71.16 feet;

Thence South  $01^{\circ}14'30''$  West, for a distance of 2.83 feet to the TRUE POINT OF BEGINNING;

Thence South  $88^{\circ}46'03''$  East, for a distance of 48.00 feet;

Thence South  $01^{\circ}14'28''$  West, for a distance of 41.20 feet;

Thence along the arc of a 85.00 foot radius tangent curve to the left, the long chord of which bears South  $04^{\circ}32'20''$  East, for a chord distance of 17.12 feet through a central angle of  $11^{\circ}33'36''$ , for an arc distance of 17.15 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 151.24 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 93.26 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim;

Thence South  $89^{\circ}25'30''$  East, along said Westerly extension, for a distance of 70.00 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 94.01 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 280.00 feet to the West line of that certain tract of land conveyed to the City of Camas by Deed of Dedication, recorded under Auditor's File No. 4158219D, records of Clark County, Washington;

Thence South  $01^{\circ}11'20''$  West, along said West line, for a distance of 8.00 feet to the Southwest corner thereof;

Thence South  $88^{\circ}48'39''$  East, along the South line of said City of Camas tract, for a distance of 44.98 feet to the Southeast corner thereof;

Thence North  $01^{\circ}11'23''$  East, along the East line of said tract for a distance of 8.00 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 24.41 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 44.00 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 10.00 feet;

Thence along the arc of a 30.00 foot radius tangent curve to the left, the long chord of which bears South  $46^{\circ}11'21''$  West, for a chord distance of 42.43 feet through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 47.12 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 11.00 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 22.00 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 13.00 feet;

Thence along the arc of a 24.00 foot radius tangent curve to the left, the long chord of which bears North  $19^{\circ}42'57''$  West, for a chord distance of 17.13 feet through a central angle of  $41^{\circ}48'37''$ , for an arc distance of 17.51 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 133.89 feet;

Thence along the arc of a 16.00 foot radius tangent curve to the left, the long chord of which bears South  $46^{\circ}11'21''$  West, for a chord distance of 22.63 feet through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 25.13 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 73.25 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 5.00 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 109.57 feet;

Thence along the arc of a 103.00 foot radius non-tangent curve to the right, the long chord of which bears South  $55^{\circ}09'07''$  West, for a chord distance of 121.19 feet through a central angle of  $72^{\circ}04'27''$ , for an arc distance of 129.57 feet to a point hereinafter referred to as Point "A";

Thence North  $88^{\circ}48'39''$  West, for a distance of 114.50 feet;

Thence along the arc of a 17.00 foot radius tangent curve to the left, the long chord of which bears South  $46^{\circ}11'21''$  West, for a chord distance of 24.04 feet through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 26.70 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 40.14 feet;

Thence along the arc of a 22.00 foot radius tangent curve to the left, the long chord of which bears South  $27^{\circ}00'24''$  East, for a chord distance of 20.79 feet through a central angle of  $56^{\circ}23'30''$ , for an arc distance of 21.65 feet;

Thence South  $55^{\circ}12'09''$  East, for a distance of 12.04 feet;

Thence North  $88^{\circ}48'45''$  West, for a distance of 115.72 feet;

Thence North  $57^{\circ}37'55''$  East, for a distance of 12.04 feet;

Thence along the arc of a 22.00 foot radius tangent curve to the left, the long chord of which bears North  $29^{\circ}24'38''$  East, for a chord distance of 20.81 feet through a central angle of  $56^{\circ}26'34''$ , for an arc distance of 21.67 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 45.20 feet;

Thence along the arc of a 17.00 foot radius tangent curve to the left, the long

chord of which bears North 35°27'25" West, for a chord distance of 20.29 feet through a central angle of 73°17'33", for an arc distance of 21.75 feet;

Thence along the arc of a 103.00 foot radius reverse curve to the right, the long chord of which bears North 35°27'25" West, for a chord distance of 122.96 feet through a central angle of 73°17'33", for an arc distance of 131.76 feet;

Thence North 01°11'21" East, for a distance of 190.12 feet;

Thence along the arc of a 67.00 foot radius tangent curve to the left, the long chord of which bears North 06°02'33" West, for a chord distance of 16.87 feet through a central angle of 14°27'49", for an arc distance of 16.91 feet;

Thence along the arc of a 133.00 foot radius reverse curve to the right, the long chord of which bears North 06°01'00" West, for a chord distance of 33.60 feet through a central angle of 14°30'56", for an arc distance of 33.69 feet;

Thence North 01°14'28" East, for a distance of 41.19 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, the tract of land described as follows;

Beginning at the aforesaid Point "A";

Thence North 01°11'21" East, for a distance of 56.00 feet to the TRUE POINT OF BEGINNING;

Thence North 88°48'39" West, for a distance of 94.91 feet;

Thence North 01°11'21" East, for a distance of 87.00 feet;

Thence North 88°48'39" West, for a distance of 70.00 feet;

Thence South 01°11'21" West, for a distance of 87.00 feet;

Thence North 88°48'39" West, for a distance of 25.09 feet;

Thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears North 43°48'39" West, for a chord distance of 66.47 feet through a central angle of 90°00'00", for an arc distance of 73.83 feet;

Thence North 01°11'21" East, for a distance of 151.12 feet;



Thence along the arc of a 16.00 foot radius tangent curve to the right, the long chord of which bears North  $46^{\circ}11'21''$  East, for a chord distance of 22.63 feet through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 25.13 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 64.00 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 84.50 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 31.72 feet;

Thence North  $66^{\circ}12'02''$  East, for a distance of 42.23 feet;

Thence North  $01^{\circ}11'30''$  East, for a distance of 66.66 feet;

Thence South  $88^{\circ}48'39''$  East, for a distance of 118.01 feet;

Thence along the arc of a 16.00 foot radius tangent curve to the right, the long chord of which bears South  $43^{\circ}48'39''$  East, for a chord distance of 22.63 feet through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 25.13 feet;

Thence South  $01^{\circ}11'21''$  West, for a distance of 151.12 feet;

Thence along the arc of a 47.00 foot radius tangent curve to the right, the long chord of which bears South  $46^{\circ}11'21''$  West, for a chord distance of 66.47 feet through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 73.83 feet to the TRUE POINT OF BEGINNING;

Containing 2.396 acres, more or less.

EXHIBIT B  
PHASE 1

STONELEAF CONDOMINIUM - PHASE 1

Building-Unit Identifying Number	Number of Floors	Number of Bathrooms (Whole or Partial)	Number of Bedrooms	Number of Built-in Fireplaces	UNIT SQUARE FOOTAGE*			Allocated Interests** (Common Elements, Common Expenses and Votes)
					Dwelling	Enclosed Garage	Total	
25	2	2.5	3	1	2732	409	3141	1/6
26	2	3.5	4	1	2860	409	3269	1/6
43	2	2.5	3	1	2215	409	2624	1/6
44	2	2.5	3	1	2137	409	2546	1/6
49	2	2.5	3	1	2732	409	3141	1/6
50	2	3.5	4	1	2860	409	3269	1/6

\* Square footages are good faith estimates only. The actual square footages will be based on exterior surface dimensions, and may be less than square footages used in this Declaration and in advertising brochures, which are based on good faith architectural estimates. All Units include, as part of the Unit and not as a Limited Common Element, a garage; the total square footage of a Unit is the square footage of the dwelling portion plus garage portion of the Unit.

\*\* Allocated Interests have been divided evenly amongst all Units in Phase 1. If all Phases are completed, the Allocated Interest for each Unit will be 1/54.

EXHIBIT C  
BYLAWS  
OF  
STONELEAF CONDOMINIUM  
OWNERS ASSOCIATION

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BYLAWS  
OF  
STONELEAF CONDOMINIUM  
OWNERS ASSOCIATION

Article 1  
PLACE OF BUSINESS

The corporate office shall be located at 19913 SE Bybee Road, Camas, Washington 98607.

Article 2  
OVERVIEW

2.1 Purpose. This Association is formed for the purpose of governing the ownership and use of the Real Property which has been submitted to the condominium form of ownership and use under the Washington Condominium Act by recordation of that certain instrument entitled "Declaration for Stoneleaf Condominium" and all amendments thereto recorded from time to time (collectively, "Declaration").

2.2 Definitions. Unless otherwise specified, all terms in these Bylaws shall have the same meaning as such terms have in the Declaration.

2.3 Assents. All present and future Owners, tenants, occupants, or any other persons occupying and/or using in any manner the facilities or any part of the Condominium are subject to and shall comply with the terms, conditions and provisions set forth in these Bylaws and in the Declaration. The mere acquisition or rental of any of the Units in the Condominium or the mere act of occupancy of any of the Units shall constitute ratification of these Bylaws.

Article 3  
MEETINGS AND VOTING

3.1 Annual Meetings. A meeting of the Association shall be held at least once each calendar year. The annual meeting shall be in January of each calendar year, at such hour and on such date as the President may designate, or if the President should fail to designate such date by the first day of January, then the annual meeting shall be on the last Tuesday of January.

3.2 Special Meetings. Special meetings of the members of the Association may be called by the President or by a majority of the Board, and must be called by the President upon receipt of a written request from at least twenty percent (20%) of the Unit

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Owners; said written request shall describe the purpose(s) for which the meeting is to be held. Only matters within the purpose(s) described in the meeting notice may be considered at a special meeting of members.

3.3 Notice of Meetings. Notice of all meetings of the members of the Association stating the time and place and the purposes for which the meeting is being called shall be given by the President or Secretary. Such notice shall be in writing and mailed to each Unit Owner at his/her address as it appears on the books of the Association, and to any first Mortgagee requesting such notice, not less than ten (10) days, nor more than sixty (60) days, prior to the date of the meeting.

3.4 Voting. Voting rights shall be allocated to Unit Owners pursuant to the Article 10 of the Declaration.

3.5 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one (1) person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. The Unit Owner may not revoke a proxy given pursuant to Section 3.5 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 and purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven (11) months after its date of issuance.

3.6 Multiple Owners. If only one of the multiple Owners of the Unit is present at a meeting of the Association, the Owner is entitled to cast all the votes allocated to that Unit. If more than one (1) of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is a 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 Owners of the Unit.

3.7 Landlords and Contract Vendors. Unless otherwise expressly stated in the contract, all voting rights allocated to a Unit shall be exercised by the vendee of any recorded land sale contract on the Unit.

3.8 Quorum. A quorum is present throughout any meeting of the members of the Association if the Owners of Units in which twenty-five percent (25%) of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

3.9 Majority Vote. The vote of the holders of more than fifty percent (50%) of the voting rights, present in person or by proxy at a meeting at which a quorum is constituted, shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws.

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3.10 Meeting by Written Ballot. Any action which may be taken at any annual, regular, or special meeting of members may be taken without a meeting, subject to compliance with the following terms and conditions:

3.10.1 The Association shall deliver a written ballot to every member entitled to vote on the matter;

3.10.2 The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action;

3.10.3 Approval by written ballot pursuant to this Section 3.10 shall be valid only when the number of votes cast by ballot equals or exceeds any quorum to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast is the same as the number of votes cast by ballot;

3.10.4 All solicitations for a vote by written ballot shall:

3.10.4.1 specify the number of responses needed to meet the quorum requirements;

3.10.4.2 specify the percentage of approvals necessary to approve each matter other than election of Directors; and

3.10.4.3 specify a reasonable time by which a ballot must be received by the Association in order to be counted; and

3.10.4.4 Except as otherwise provided by an amendment to the Articles of Incorporation or Bylaws, a written ballot may not be revoked.

Article 4  
BOARD OF DIRECTORS

4.1 In General. The affairs of the Association shall be governed by a Board of Directors composed of three (3) members.

4.2 Interim Directors. In connection with the filing of the Articles of Incorporation for the Association, Declarant has appointed an interim Board of three (3) Directors, who shall serve until replaced by Declarant or their successors have been



elected by the Unit Owners as provided in Section 4.3.

4.3 Election by Owners, Other Than Declarant. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created under all Phases to Unit Owners other than Declarant, at least one (1) member, and not less than twenty-five percent (25%) of the members of the Board of Directors, must be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created under all Phases to Unit Owners other than Declarant, not less than thirty-three and one-third percent (33-1/3%) of the members of the Board must be elected by Unit Owners other than Declarant. Within thirty (30) days after the termination of any period of Declarant control, notwithstanding any provision of the Declaration or Bylaws to the contrary, and in no event later than the time period specified in RCW 64.34.308(4)(b), all members of the Board of Directors shall be elected by Unit Owners other than Declarant.

4.4 Term of Office. Members of the first Board elected entirely by Unit Owners (other than by an election held when Declarant still owned all of the Units) shall serve terms of office as follows: one (1) director shall serve for a term of one (1) year, one (1) for a term of two (2) years, and one (1) for a term of three (3) years. At each annual meeting after the initial Board is elected, the Association members shall elect to a three (3) term one (1) new director for each director whose term shall have expired that year.

4.5 Vacancies. Vacancies in the Board caused by any reason other than the removal of a member of the Board by a vote of the members of the Association shall be filled by a vote of the majority of the remaining members of the Board, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board until a successor is elected at the next annual meeting of the Association. Vacancies in interim Directors shall be filled by Declarant.

4.6 Removal. At any regular or special meeting of the members of the Association duly called and at which a quorum is constituted, any one or more of the Directors, other than interim Directors, may be removed with or without cause by a majority vote of the Unit Owners present at the meeting in person or by proxy, and a successor shall be elected at that meeting to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered, and any director whose removal has been proposed shall be given an opportunity to be heard at that meeting.

4.7 Meetings. An annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members of the Association each year. 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. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of at least two (2) Directors. Notice of any special meetings shall be given to each director,

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personally or by mail, telephone, or telegraph at least seven (7) days prior to the date set for such meeting.

4.8 Open Meetings. All meetings of the Board shall be open to Unit Owners. Upon the affirmative vote in open meeting to assemble in closed session, the Board of Directors may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the governing documents of the Association, and matters involving the possible liability of an Owner to the Association. Notice of each Board meeting shall be posted at a place or places on the Property at least three (3) days prior to the meeting or notice shall be provided by method otherwise reasonably calculated to inform the Unit Owners of such meeting. Only emergency meetings of the Board may be conducted by telephonic communication, and Unit Owners will not be entitled to notice of or to be present at emergency meetings of the Board.

4.9 Quorum. A quorum is deemed present throughout any meeting of the Board of Directors if persons entitled to cast fifty percent (50%) of the votes on the Board of Directors are present at the beginning of the meeting.

4.10 Powers and Duties. The Association acting by and through the Board, or a Manager appointed by the Board, shall have all of the powers and duties necessary for the administration of the affairs of the Association, and all powers and authority permitted to the Association under the Act, including without limitation, the power to:

4.10.1 Adopt and amend Bylaws, rules and regulations;

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

4.10.3 Hire and discharge contracts with managing agents, and other employees, agents and independent contractors;

4.10.4 Except as otherwise provided in the Declaration, institute, defend or intervene in litigation or administrative proceedings in its own name in behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium;

4.10.5 Make contracts and incur liabilities;

4.10.6 Regulate the use, maintenance, repair, replacement and modification of Common Elements and the Commonly Maintained Property;

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4.10.7 Cause additional improvements to be made a part of the Common Elements or Commonly Maintained Property;

4.10.8 Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property. The Common Elements may be conveyed or subjected to a security interest only pursuant to RCW 64.3.34.348;

4.10.9 Grant easements, leases, licenses and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;

4.10.10 Impose and collect any payments, fees or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements described in RCW 64.3.34.204(2) and (4), and for services provided to Unit Owners;

4.10.11 Impose and collect charges for late payment of Assessments and, after notice and an opportunity to be heard by the Board or such representatives designed by the Board and in accordance with such procedures as provided in the Declaration or Bylaws or Rules and Regulations adopted by the Board levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;

4.10.12 Impose and collect for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 63.34.425, and statements of unpaid Assessments;

4.10.13 Provide for the indemnification of its officers and Board of Directors and maintain Directors' and officers' liability insurance.

4.10.14 Assign its right to future income, including the right to receive Common Expense Assessments, but only to the extent the Declaration provides;

4.10.15 Exercise any other powers conferred by the Declaration or Bylaws;

4.10.16 Exercise all other powers that may be exercised in this state by a nonprofit corporation; and

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

4.10.18 Designate one or more committees, which to the extent provided in the resolution designating the committee, shall have the powers of the Board in the management of the affairs of the Association. At least one (1) member of each committee shall be a member of the Board.

4.10.19 Enforce by any legal means the provisions of the Washington Condominium Act, the Declaration, these Bylaws and any rules and regulations adopted hereunder.

4.11 Managing Agent or Manager. On behalf of the Association, the Board may employ or contract for a managing agent or a manager at a compensation to be established by the Board. Any such management agreement shall be terminable by the Association for cause upon thirty (30) days written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one (1) year periods. The Board may delegate to the managing agent or manager such duties and powers as the Board may authorize. In the absence of such appointment, the Board shall act as manager; provided, however, that the Board may not terminate professional management and assume self-management unless the Unit Owners have enacted a resolution authorizing the termination by a vote of at least sixty-seven percent (67%) of the voting rights of the Unit Owners and fifty-one percent (51%) of the voting rights of all Eligible Mortgagees at a special meeting of the members of the Association.

4.12 Contracts and Leases. If entered into before the Board of Directors is elected by Unit Owners pursuant to RCW 64.34.308(6) takes office:

4.12.1 any management contract, employment contract or lease of recreational or parking areas or facilities, or

4.12.2 any other contract or lease between the Association a Declarant or an affiliate of Declarant, or

4.12.3 any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing,

may be terminated without penalty by the Association at any time after the Board of Directors elected by the Unit Owners pursuant to RCW 64.34.308(6) takes office upon not less than ninety (90) days after notice to the other party or within such lesser notice period provided for without penalty in the contract or lease. This Section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the Real Property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this Section.

4.13 Compensation. No director shall receive any compensation from the Association for acting in such capacity.

4.14 Liability and Indemnification of Directors and Officers. A member of the Board or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts of gross negligence or willful misconduct. In the event any member of the Board or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

#### Article 5 OFFICERS

5.1 Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board. Directors may appoint a Vice President, an Assistant Treasurer, an Assistant Secretary, and such other officers as in their judgment may be necessary. The President shall be a member of the Board, but the other officers need not be Directors or Unit Owners.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. The offices of Vice President, Assistant Treasurer and Assistant Secretary need not be filled.

5.3 Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed either with or without cause, and a successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the members of the Association and of the Board. The President shall have all the general powers and duties which are usually vested in a chief executive officer of a corporation, including but not limited to the

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power to appoint committees from among the Unit Owners from time to time as the President may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Association. He or she shall attend to the giving and serving of all notices to the Unit Owners and Directors and other notices required by law. The Secretary shall keep the records of the Association, except for those to be kept by the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation and as may be required by the Directors or the President. The Secretary shall compile and keep up to date at the corporate office of the Association a complete list of the members and their registered mailing address. This list shall also show opposite each member's name the Identifying Number, address or other appropriate designation of the Unit owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. In addition, the Secretary shall act as Vice President, taking the place of the President and performing the President's duties whenever the President is absent or unable to act, unless the Directors have appointed another Vice President.

5.6 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements, and for the preparation of required financial statements. He or she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Board, and shall disburse funds of the Association upon properly authorized vouchers. The Treasurer shall perform all other duties incident to the office of Treasurer of a corporation and such other duties as may be assigned to him or her by the Board or the President.

5.7 Execution of Instruments. All agreements, contracts, deeds, leases, and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the Board and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the President. All checks shall be signed by the Treasurer and another duly elected officer.

5.8 Compensation of Officers. No officer who is a member of the Board shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the Unit Owners. The Board may affix any reasonable compensation to be paid to any officers who are not also Directors.

Article 6  
RECORDS AND AUDITS

6.1 General Records. The Board and the managing agent or manager, if any, shall keep detailed records of the actions taken by the Board and the managing agent or manager, minutes of the meetings of the Board, and minutes of the meetings of the members of the Association.

6.2 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

6.3 Financial Records and Audits. The Association shall keep financial records sufficiently detailed to enable the Association to comply with RCW 64.34.425. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, are the property of the Association, but shall be made reasonably available for examination and copying by the manager of the Association, any Unit Owner, or the owner's authorized agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement (consisting of a balance sheet and income and expense statement) of the Association for the preceding fiscal year in accordance with generally accepted accounting principles. An annual audit by a certified public accountant is required, but may be waived annually by Unit Owners other than Declarant of Units to which sixty percent (60%) of the votes are allocated, excluding the votes allocated to Units owned by Declarant.

6.4 Availability of Records. All financial and other records of the Association including, but not limited to checks, bank records and invoices, shall be made reasonably available for examination and copying by the Manager of the Association, any Unit Owner, the Owner's authorized agents, and all Mortgagees.

Article 7  
MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

7.1 Maintenance and Repair of Units. Except as otherwise provided in Section 7.3 for damage or destruction caused by casualty, all maintenance of and repairs to any Unit shall be made by the Owner of such Unit, who shall keep the same in good order, condition and repair and shall do all redecorating, painting and staining which at any time may be necessary to maintain the good appearance and condition of his/her Unit. In addition, each Unit Owner shall be responsible for the maintenance, repair, or replacement of windows and doors and any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, lighting fixtures and lamps, fireplaces, refrigerators, dishwashers, ranges, or other appliances and accessories that may be in or

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connected with such Owner's Unit.

7.2 Additions, Alterations or Improvements

7.2.1 A Unit Owner may make any improvements or alterations to such Owner's Unit that do not impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium.

7.2.2 A Unit Owner shall make no repair or alteration or perform any other work on such Owner's Unit which would jeopardize the soundness or safety of the Property, reduce its value, impair any easement or hereditament, or increase the Common Expenses of the Association, unless the consent of all the other Unit Owners affected is first obtained.

7.2.3 A Unit Owner may not change the appearance of the Common Elements, Commonly Maintained Property, or the exterior appearance of a Unit without permission of the Board.

7.3 Damage or Destruction of Condominium Property: In the case of damage or destruction which affects a material portion of the Condominium, the Association shall give timely written notice to the Unit Owners and their Mortgagees and any eligible mortgage insurer or guarantor, and the following provisions shall apply:

7.3.1 In the event of damage or destruction to Condominium improvements, the damage or destruction shall be repaired, reconstructed or rebuilt unless, within fourteen (14) days after such damage or destruction, a majority of the Board or more than ten percent (10%) of the Unit Owners shall have requested a special meeting of the members of the Association. Such special meeting must be held within sixty (60) days after the date of damage or destruction. At the time of such meeting, unless Unit Owners holding eighty (80%) of the voting power, whether in person, by writing or by proxy, with the approval of Mortgagees as required by the Declaration, vote not to repair, reconstruct or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt. If the damage or destruction is not repaired, reconstructed or rebuilt, then the Real Property on which such damaged or destroyed improvements are located shall be removed from condominium ownership in the manner provided in the Washington Condominium Act.

7.3.2 The Association shall be responsible for repairing, reconstructing or rebuilding all such damage or destruction to the Common Elements and the Commonly Maintained Property and, to the extent of the Association's insurance coverage and any deductible under such policies, all such damage or destruction to the Units. Each Unit Owner shall be responsible for such repairing, reconstructing or rebuilding of his/her Unit as is not so covered by the Association's insurance.



7.3.3 If, due to the act or neglect of a Unit Owner, or of a member of such Owner's family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements, Commonly Maintained Property, or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, to the extent not fully covered by the Association's insurance.

7.3.4 In the event any portion of the insurance proceeds paid to the Association is not used to repair, reconstruct or rebuild the damaged or destroyed improvements, the Association shall redistribute the proceeds among the Unit Owners and their Mortgagees (as their interests may appear) in the same proportion as Common Expenses are shared, unless the Real Property on which such damaged or destroyed improvements are located is removed from condominium ownership. If such Real Property is removed from condominium ownership, the insurance proceeds, together with the proceeds from the sale of such Real Property, shall be distributed to the Unit Owners and their Mortgagees (as their interests may appear) in the manner described in the Washington Condominium Act.

7.3.5 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 under Article 8, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

#### Article 8 CONDEMNATION

8.1 Complete Taking. If a Unit is acquired by condemnation, or if part of the 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 the Declaration, the award must compensate the Unit Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, the 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 the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of the Unit is taken under this Section is thereafter a Common Element.

8.2 Partial Unit Condemnation. Except as provided in Section 8.1, if part of the 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. Upon acquisition, unless the decree

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otherwise provides:

8.2.1 That Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and

8.2.2 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.

8.3 Common Element Condemnation 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 interest in the Common Elements. The portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

Article 9  
AMENDMENTS TO BYLAWS

These Bylaws may only be amended by the Unit Owners at a meeting called and properly noticed for that purpose. Any proposed amendment must be approved by Unit Owners holding a majority of the voting rights and by Mortgagees to the extent required by the Declaration. Declarant's consent to an amendment shall also be required with respect to any amendment which would limit or diminish Declarant's Development Rights or Special Declarant Rights.

Article 10  
FISCAL YEAR

The fiscal year of the Association shall begin on January 1 and end on December 31.

The above Bylaws are adopted by Declarant on behalf of the Stoneleaf Condominium Owners Association this 25 day of October 2006.

Stoneleaf, LLC,  
A Washington Limited Liability Company

By:   
Tim Gray, Manager

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STATE OF WASHINGTON

SS.

COUNTY OF CLARK

On this day 25 of October, 2006, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Trina Gray to me known to be the manager of Stark of LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that he is/ate authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

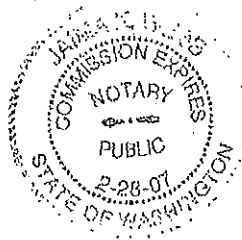
Jaime K. Webb  
Signature of Notary Public

Notary Public in and for the State of Washington,

Name Printed Jaime K. Webb

Residing at Canon

My Commission Expires: 2-28-07



*Acknowledgment - Corporation - Trust or - Partnership*



**DOUG LASHER**

**Clark County Treasurer**

PO BOX 5000, Vancouver, Washington 98666-5000

Telephone (360) 397-2252, Fax (360) 397-6042 Web: www.clark.wa.gov/treas

## Condominium Certification Letter

DATE: November 01, 2006

**TO WHOM IT MAY CONCERN:**

This is to certify that the 2006 Full Year and all prior years taxes and special assessments have been paid on the property described as follows:

Account Nbr(s)	1st Line Legal(s)	
1) 126048-000	#11 SEC 5 TIN R3EWM	8.49A

Short Platted By: Z STONELEAF LLC  
 PO BOX 871328  
 VANCOUVER WA 98687

Paid By: Z STONELEAF LLC  
 PO BOX 871328  
 VANCOUVER WA 98687

CERTIFICATION FEE PAID BY TREASURER'S RECEIPT NUMBER 70363  
 RCW 58.17-060; "Short plats and subdivision Summary approval Regulations Requirements" states that such regulations must contain a requirement that land in short subdivisions may not be further divided in any manner within a period of five years without the filing of a final plat, except that when the short plat contains fewer than four parcels, nothing in this section shall prevent the owner who filed the short plat from filing an alteration within the five-year period to create up to a total of four lots within the original short plat boundaries.

*Douglas Lasher*  
Deputy Treasurer

561 NBL506A

11/1/2006 11:39:17 AM

Page 1 of 1

RETURN ADDRESS

John H. Heald  
201 B Avenue, Suite 220  
Lake Oswego, OR 97034

BK 700  
PG 89

Please print neatly or type information  
Document Title(s)

FIRST AREA DEPARTMENT Declaration Submitting phase 2 of Stone Leaf  
Reference Numbers(s) of related documents: Condominium to Condominium  
Ownership

Grantor(s) (Last, First and Middle Initial)

Additional Reference #'s on page \_\_\_\_\_

Balleria Homes, LLC, A Washington Limited Liability Company

Additional grantors on page \_\_\_\_\_

Grantee(s) (Last, First and Middle Initial)

TO THE PUBLIC

Additional grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

SW Sect 5 T12 R3E

Additional legal ls on page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

126051-000      126052-000      126053-000

Additional parcel #'s on page \_\_\_\_\_

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

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Channa Hunt  
Signature of Requesting Party

**AFTER RECORDING RETURN TO:**

John H. Heald  
201 B Avenue, Suite 220  
Lake Oswego, OR 97034

---

**FIRST AMENDMENT TO DECLARATION  
SUBMITTING PHASE 2 OF  
STONELEAF CONDOMINIUM  
TO CONDOMINIUM OWNERSHIP**

**FIRST AMENDMENT TO DECLARATION  
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**FIRST AMENDMENT TO DECLARATION**

**SUBMITTING PHASE 2 OF  
STONELEAF CONDOMINIUM  
TO CONDOMINIUM OWNERSHIP**

THIS FIRST AMENDMENT TO DECLARATION ("Amendment"), pursuant to the provisions of the Washington Condominium Act, is made and executed this 24<sup>th</sup> day of July, 2008, by GALLERIA HOMES, LLC, a Washington limited liability company ("Declarant").

Declarant's predecessors in interest have created a condominium known as Stoneleaf Condominium located in the City of Camas, Washington. Phase 1 of Stoneleaf Condominium was submitted to the condominium form of ownership and use in the manner provided in the Washington Condominium Act by recordation of that certain Declaration dated November 1, 2006, and recorded as Document No. 4242839 in the Clark County Recorder's Office ("Declaration"). The purpose of this Amendment is to annex additional property to Stoneleaf Condominium and to submit such additional property (referred to herein as "Phase 2") to the condominium form of ownership and use in the manner provided by the Washington Condominium Act.

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

**ARTICLE 1  
INTERPRETATION**

This Amendment shall read in conjunction with the Declaration, and by this reference all of the provisions of the Declaration are incorporated herein as though set forth in full. This Amendment shall be interpreted in a manner that is consistent with the provisions of the Declaration.

**ARTICLE 2  
DEFINITIONS**

2.1 Except as otherwise defined herein, defined terms used herein shall have the meaning ascribed to them in the Declaration.

2.2 When used in this Amendment, the following terms shall have the following meanings:

2.2.1 "Plat" means the survey map and the plans of Phase 2 of Stoneleaf Condominium recorded simultaneously with the recording of this Amendment.

2.2.2 "Property" and "Real Property" mean any fee, leasehold or other estate or interest in, over, or under the land described in Exhibit A to this Amendment.

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including buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" and "Real Property" include parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and all personalty intended for use in connection therewith.

### ARTICLE 3 DESCRIPTION OF REAL PROPERTY

The Real Property submitted to the Washington Condominium Act by this Amendment is held by Declarant in fee simple, and is legally described in Exhibit A to this Amendment.

### ARTICLE 4 DESCRIPTION OF UNITS

4.1 Number of Units. Phase 2 consists of 8 Units.

4.2 Unit Identifying Number. The identifying number of each Unit in Phase 2 is set forth in Exhibit B to this Amendment. The location of each Unit in Phase 2 is shown on the Plat.

4.3 Unit Description. The approximate square footage (including dwelling and garage), the number of bathrooms (whole or part), the number of rooms designated primarily as bedrooms, and the number of built-in fireplaces, for each Unit in Phase 2, is set forth in Exhibit B.

4.4 Garage. Each Unit shall have its own separate enclosed garage consisting of one or two parking spaces. Said garage shall be part of the Unit and not a Limited Common Element.

### ARTICLE 5 DESCRIPTION OF COMMON ELEMENTS

The Common Elements in Phase 2 consist of all portions of the Condominium other than the Units and include the following:

5.1 All Limited Common Elements as described in Article 6 of this Amendment.

5.2 The Real Property described in Exhibit A.

5.3 Driveways, driving areas, pathways, walkways, yards, gardens, grounds, landscaped areas and fences, which are not assigned as Limited Common Elements and

PAGE 2 -- FIRST AMENDMENT TO DECLARATION

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which surround and/or provide access to the buildings and the Condominium or are used for recreational purposes.

5.4 All other elements of the buildings and the Condominium necessary or convenient to its existence, maintenance and safety, or normally in common use, except as may be expressly designated in this Amendment as part of a Unit or a Limited Common Element.

#### ARTICLE 6 DESCRIPTION OF LIMITED COMMON ELEMENTS

6.1 Limited Common Elements. The Limited Common Elements are allocated for the exclusive use of the occupants of the Unit or Units to which they are allocated and, in addition to any Limited Common Elements provided for by law or other provisions of this Amendment, consist of:

6.1.1 Patio. The patio, if any, located at the rear of and adjoining each Unit.

6.1.2 Porch. The porch located at the front of and adjoining each Unit.

6.1.3 Walkways. The walkways adjoining each Unit.

6.1.4 Driveway. The driveway adjoining and providing access to the garage of each Unit.

6.1.5 Deck. The deck, if any, located at the rear of and adjoining each Unit.

6.1.6 Rear and Side Yards. The fenced portion of the rear and side yards appurtenant to each Unit.

6.1.7 Miscellaneous. Such other Limited Common Elements, if any, as are depicted and labeled on the Plat.

#### ARTICLE 7 ALLOCATED INTERESTS

The Allocated Interests of each Unit within Phase 2 are set forth in Exhibit B. The Allocated Interests are determined on a fractional basis with all Units within Phase 1 and Phase 2 of the Condominium being allocated equal fractional interests. The revised allocation of Allocated Interests of each Unit within Phase 1 of the Condominium is set forth in Exhibit C. The Allocated Interests will change if and when additional phases are added to the Condominium, as is more particularly described in Section 19.2 of the Declaration.

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Clark Auditor Wed Aug 06 12:19:09 PDT 2008 4481996 Page 6

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to Declaration to be executed this 24<sup>th</sup> day of July, 2008.

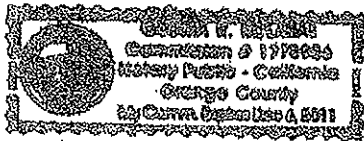
GALLERIA HOMES, LLC,  
a Washington limited liability company

By: The Carl Group LLC, Manager

By: *Ron Carl*  
Ron Carl, Manager

STATE OF CALIFORNIA )  
County of ORANGE ) ss.

The foregoing Amendment to Declaration was acknowledged before me, this 24<sup>th</sup> day of July, 2008, by Ron Carl, Manager of The Carl Group LLC, Manager of Galleria Homes, LLC, a Washington limited liability company.



*Stevie A. Polanco*  
Notary Public for ORANGE COUNTY  
My commission expires: 12-6-11

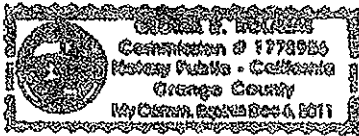
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

On July 24, 2008 before me, Gloria L. Kolareas, Notary Public

personally appeared Ron Carl



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gloria L. Kolareas  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

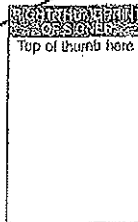
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

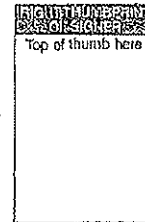
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

EXHIBIT A

A tract of land being a portion of that tract of land conveyed to Stoneleaf, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812731, Records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of plats at page 740, Records of said County;

Thence North  $01^{\circ}41'02''$  East, along the East line of said Plat, for a distance of 191.53 feet to the TRUE POINT OF BEGINNING;

Thence continuing North  $01^{\circ}41'02''$  East, along the East line of said Plat and along the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 26, Records of said County, for a distance of 140.00 feet to a point hereinafter referred to as Point "C";

Thence South  $88^{\circ}48'39''$  East, for a distance of 78.68 feet to the West line of Tract "E" of "Stoneleaf Condominium Phase 1", according to the plat thereof recorded in Book 700 of Condominium Plats at Page 55, records of Clark County, Washington;

Thence South  $01^{\circ}11'21''$  West, along said West line, for a distance of 140.00 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 79.88 feet to the TRUE POINT OF BEGINNING;

Also together with a tract of land in a portion of said Stoneleaf, LLC tract, described as follows:

Beginning at aforesaid Point "C";

Thence continuing North  $01^{\circ}41'02''$  East, along the East line of said "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", for a distance of 142.08 feet;

Thence South  $89^{\circ}25'30''$  East, for a distance of 119.58 feet;

PAGE 1 - EXHIBIT A

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Thence North 00°34'30" East, for a distance of 30.00 feet to the North line of said Stoneleaf, LLC Tract and the Westerly extension of the North line of the Joel Knight Donation Land Claim;

Thence South 89°25'30" East, along said Stoneleaf, LLC Tract and said Westerly extension, for a distance of 397.83 feet to a point hereinafter referred to as Point "D";

Thence South 01°11'21" West, for a distance of 10.89 feet;

Thence South 88°48'39" East, for a distance of 35.00 feet;

Thence South 01°11'21" West, for a distance of 18.00 feet to the TRUE POINT OF BEGINNING;

Thence South 88°48'39" East, for a distance of 70.00 feet;

Thence South 01°11'21" West, for a distance of 38.22 feet to the Northwest corner of that certain tract of land conveyed to the City of Camas by Deed of Dedication, recorded under Auditor's File No. 4158219D, records of Clark County, Washington;

Thence continuing South 01°11'21" West, along the West line of said City of Camas Tract, for a distance of 28.78 feet to the North line of said Tract "E";

Thence North 88°48'39" West, along said North line, for a distance of 70.00 feet;

Thence North 01°11'21" East, for a distance of 67.00 feet to the TRUE POINT OF BEGINNING;

Also together with a tract of land in a portion of said Stoneleaf, LLC Tract, described as follows:

Beginning at aforesaid Point "D";

Thence South 89°25'30" East, along said Stoneleaf, LLC Tract and said Westerly extension, for a distance of 449.41 feet to the Northeast corner of said Stoneleaf, LLC Tract;

Thence South 01°11'21" West, along the East line of said Stoneleaf, LLC Tract and the East line of that certain tract of land conveyed to Famtrust

PAGE 2 - EXHIBIT A

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II, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812252, records of Clark County, Washington, for a distance of 508.92 feet to a point on the North Right-of-Way Line of S.E. Pacific Rim Boulevard, said point being 45.00 feet from the centerline, when measured at right angles or radially;

Thence North  $88^{\circ}48'45''$  West, along said North Right-of-Way line, for a distance of 515.49 feet to the TRUE POINT OF BEGINNING;

Thence continuing North  $88^{\circ}48'45''$  West, along said North Right-of-Way line, for a distance of 70.00 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 82.65 feet to a point on the Southerly line of said Tract "E";

Thence along the arc of a 103.00 foot radius non-tangent curve to the left, the long chord of which bears North  $71^{\circ}35'34''$  East, for a chord distance of 48.93 feet, through a central angle of  $27^{\circ}29'56''$ , for an arc distance of 49.40 feet;

Thence along the arc of a 6.00 foot radius tangent curve to the right, the long chord of which bears South  $88^{\circ}48'32''$  East, for a chord distance of 6.60 feet, through a central angle of  $66^{\circ}40'44''$ , for an arc distance of 6.98 feet;

Thence along the arc of a 103.00 foot radius tangent curve to the left, the long chord of which bears South  $60^{\circ}55'24''$  East, for a chord distance of 19.58 feet, through a central angle of  $10^{\circ}54'27''$ , for an arc distance of 19.61 feet;

Thence South  $01^{\circ}11'17''$  West, for a distance of 89.91 feet to the TRUE POINT OF BEGINNING.

Containing 22,168 square feet, more or less.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

PAGE 3 - EXHIBIT A

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EXHIBIT B

Building-Unit Identifying Number	Number of Floors	Number of Bathrooms (Whole or Partial)	Number of Bedrooms	Number of Built-in Fireplaces	UNIT SQUARE FOOTAGE*			Allocated Interests** (Common Elements, Common Expenses and Votes)
					Dwelling	Enclosed Garage	Total	
1	2	2.5	3	1	2,215	409	2,624	1/14
2	2	2.5	3	1	2,137	409	2,546	1/14
13	2	2.5	3	1	2,215	409	2,624	1/14
14	2	2.5	3	1	2,137	409	2,546	1/14
15	2	2.5	3	1	2,215	409	2,624	1/14
16	2	2.5	3	1	2,137	409	2,646	1/14
33	2	2.5	3	1	2,054	409	2,463	1/14
34	2	2.5	3	1	1,974	409	2,383	1/14

\* Square footages are good faith estimates only. The actual square footage will be determined by the Surveyor's "as-built" certificate upon completion of construction. The actual square footages will be based on interior surface dimensions (excluding perimeter wall thickness), and may be less than square footages used in this Declaration and in advertising brochures, which are based on good faith architectural estimates. All Units include, as part of the Unit and not as a Limited Common Element, a garage; the total square footage of a Unit is the square footage of the dwelling portion plus garage portion of the Unit.

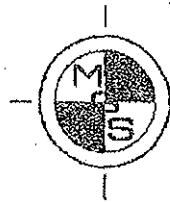
\*\* Allocated Interests have been divided evenly amongst all Units in Phases 1 and 2. If all Phases are completed, the Allocated Interest for each Unit will be 1/54.



EXHIBIT C

UNIT NUMBER	*ALLOCATED INTEREST COMMON ELEMENTS/ COMMON EXPENSE
25	1/14
26	1/14
43	1/14
44	1/14
49	1/14
50	1/14

\*Allocated Interests have been divided evenly amongst all Units in Phases 1 and 2. If all Phases are completed, the Allocated Interest for each Unit will be 1/54.



**MINISTER-GLAESER  
SURVEYING INC.**

*Vancouver Office - 2209 E. Broadway Blvd., Vancouver, Washington 98661  
(360) 694-5515 (360) 694-8410 FAX  
Pasco Office - 6203 Burden Blvd. Suite B, Pasco, Washington 99011  
(509) 544-7800 (509) 544-7852 FAX*

August 6, 2008

**PERIMETER DESCRIPTION OF  
"STONELEAF CONDOMINIUM PHASE 2"  
WHICH HEREBY BECOMES PART OF STONELEAF CONDOMINIUM  
AND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE  
DECLARATION**

A tract of land being a portion of that tract of land conveyed to Stoneleaf, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812731, Records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of plats at page 740, Records of said County;

Thence North  $01^{\circ}41'02''$  East, along the East line of said Plat, for a distance of 191.53 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing North  $01^{\circ}41'02''$  East, along the East line of said Plat and along the East line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats at Page 26, Records of said County, for a distance of 140.00 feet to a point hereinafter referred to as Point "C";

Thence South  $88^{\circ}48'39''$  East, for a distance of 78.68 feet to the West line of Tract "E" of "Stoneleaf Condominium Phase 1", according to the plat

thereof recorded in Book 700 of Condominium Plats at Page 55, records of Clark County, Washington;

Thence South  $01^{\circ}11'21''$  West, along said West line, for a distance of 140.00 feet;

Thence North  $88^{\circ}48'39''$  West, for a distance of 79.88 feet to the TRUE POINT OF BEGINNING;

Also together with a tract of land in a portion of said Stoneleaf, LLC tract, described as follows:

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Thence South  $88^{\circ}48'39''$  East, for a distance of 70.00 feet;

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Thence South  $01^{\circ}11'21''$  West, along the East line of said Stoneleaf, LLC Tract and the East line of that certain tract of land conveyed to Famtrust II, LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812252, records of Clark County, Washington, for a distance of 508.92 feet to a point on the North Right-of-Way Line of S.E. Pacific Rim Boulevard, said point being 45.00 feet from the centerline, when measured at right angles or radially;

Thence North  $88^{\circ}48'45''$  West, along said North Right-of-Way line, for a distance of 515.49 feet to the TRUE POINT OF BEGINNING;

Thence continuing North  $88^{\circ}48'45''$  West, along said North Right-of-Way line, for a distance of 70.00 feet;

Thence North  $01^{\circ}11'21''$  East, for a distance of 82.65 feet to a point on the Southerly line of said Tract "E";

Thence along the arc of a 103.00 foot radius non-tangent curve to the left, the long chord of which bears North  $71^{\circ}35'34''$  East, for a chord distance of 48.93 feet, through a central angle of  $27^{\circ}29'56''$ , for an arc distance of 49.40 feet;

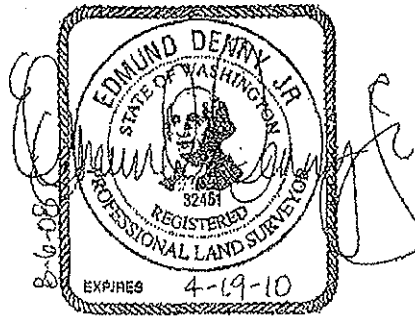
Thence along the arc of a 6.00 foot radius tangent curve to the right, the long chord of which bears South  $88^{\circ}48'32''$  East, for a chord distance of 6.60 feet, through a central angle of  $66^{\circ}40'44''$ , for an arc distance of 6.98 feet;

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Thence South  $01^{\circ}11'17''$  West, for a distance of 89.91 feet to the TRUE POINT OF BEGINNING.

Containing 22,168 square feet, more or less.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.



**CERTIFICATION FOR CONDOMINIUM PLATTING**

ORDER NO.: K160344

This is to certify that in connection with the recordation of the plat and dedication of

**STONELEAF CONDOMINIUM PHASE 2**

The following list comprises all necessary parties signatory thereto:

GALLERIA HOMES, LLC, a Washington limited liability company

This certificate does not purport to reflect a full report on condition of title nor nature and extent of interest vested in each of the parties enumerated above, and shall have no force and effect except in fulfilling the purpose for which it was requested.

DATED 4th day of August, 2008

**CHICAGO TITLE INSURANCE COMPANY**

  
\_\_\_\_\_  
Karen Jundt



**DOUG LASHER**

**Clark County Treasurer**

PO BOX 5000, Vancouver, Washington 98666-5000

Telephone (360) 397-2252, Fax (360) 397-6042 Web: www.clark.wa.gov/treas

## Condominium Certification Letter

DATE: August 06, 2008

**TO WHOM IT MAY CONCERN:**

This is to certify that the 2008 Full Year and all prior years taxes and special assessments have been paid on the property described as follows:

Account Nbr(s)	1st Line Legal(s)
1) 126051-000	#14 SEC 5 TIN R3EWM .11A
2) 126052-000	#15 SEC 5 TIN R3EWM .15A
3) 126053-000	#16 SEC 5 TIN R1EWM .25A

Short Platted By: GALLERIA HOMES LLC  
 16420 SE MCGILLIVRAY BLVD #103-197  
 VANCOUVER WA 98683

Paid By: GALLERIA HOMES LLC  
 16420 SE MCGILLIVRAY BLVD #103-197  
 VANCOUVER WA 98683

CERTIFICATION FEE PAID BY TREASURER'S RECEIPT NUMBER 16958  
 RCW 58.17-060: "Short plats and subdivision-Summary approval-Regulations-Requirements" states that such regulations must contain a requirement that land in short subdivisions may not be further divided in any manner within a period of five years without the filing of a final plat, except that when the short plat contains fewer than four parcels, nothing in this section shall prevent the owner who filed the short plat from filing an alteration within the five-year period to create up to a total of four lots within the original short plat boundaries.

*[Signature]*  
 Deputy Treasurer

1026 08/06/2008

8/6/2008 11:52:44 AM

Page 1 of 1

4

4485432 AMD

RecFes - \$101.00 Pages: 10 - CHICAGO TITLE INSURANCE CO  
Clark County, IA 08/18/2008 11:35



RETURN ADDRESS

John H. Heald  
201 B. Avenue, Suite 200  
Lake Oswego, OR 97034

Please print neatly or type information  
Document Title(s)

Second Amendment to Declaration of Stoneleaf Condominium

Reference Number(s) of related documents:

4242839 \_\_\_\_\_

Additional Reference #'s on page \_\_\_\_\_

Grantor(s) :

Stoneleaf Condominium Owners Ass.

Grantee(s) :

TRUSTEE:

Public Stoneleaf Condominium

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

\_\_\_\_\_ Additional legal is on page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

\_\_\_\_\_ Additional parcel #'s on page \_\_\_\_\_

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

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Natee Jayla  
Signature of Requesting Party



9

AFTER RECORDING RETURN TO:

John H. Heald  
201 B Avenue, Suite 220  
Lake Oswego, OR 97034

---

SECOND AMENDMENT TO DECLARATION  
OF  
STONELEAF CONDOMINIUM

## SECOND AMENDMENT TO DECLARATION

THIS SECOND AMENDMENT TO DECLARATION is made and executed this 15<sup>th</sup> day of August, 2008, by STONELEAF CONDOMINIUM OWNERS ASSOCIATION, a Washington nonprofit corporation ("Association").

Z Stoneleaf, LLC, a Washington limited liability company, created a condominium known as Stoneleaf Condominium located in the city of Camas, Washington. Phase 1 of Stoneleaf Condominium was submitted to the Condominium form of ownership and use in the manner provided in the Washington Condominium Act by recordation of that certain Declaration dated November 1, 2006 and recorded as Document No. 42-42-839 in the Clark County Recorder's Office ("Declaration"). Phase 2 of Stoneleaf Condominium was submitted to the Condominium Form of Ownership and Use in the manner provided in the Washington Condominium Act by recordation of that certain First Amendment to Declaration dated July 24, 2008, and recorded as Document No. 4481996 in the Clark County Recorder's Office ("First Amendment").

The undersigned, President of the Association, hereby certifies that the following amendments to the Declaration were adopted in accordance with the Bylaws of the Association and the provisions of RCW 64.34.264 by the required percentage of votes of the members of the Association:

1. Section 2.11 of the Declaration is amended to read as follows:

"2.11 "Commonly Maintained Property" means:

- 2.11.1 All fences constructed on the real property;
- 2.11.2 Entry way privacy gate; and
- 2.11.3 The irrigation system that services the Common Elements and Limited Common Elements of the Condominium."

2. The first sentence of Section 12.3 of the Declaration is amended to read as follows:

"12.3 Leasing of Units. Except in the case of undue hardship, as defined below, the maximum number of Units in or on the Real Property

PAGE 1 - SECOND AMENDMENT TO DECLARATION  
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described in Exhibit A of this Declaration that may be non-owner occupied shall be twenty percent (20%) of such Units."

3. Section 12.10 of the Declaration is amended to read as follows:

"12.10 Architectural Review. No improvement shall be commenced, erected, placed, or altered on any portion of the Real Property described in Exhibit A (including but not limited to Units and Limited Common Elements) until the construction plans and specifications showing the nature, shape, heights, roof pitch, materials, colors, and proposed location of the improvements have been submitted to and approved in writing by the Board of Directors. The purpose of this architectural review is to assure quality of workmanship and materials, and to preserve a uniform and attractive appearance of the Buildings, and Common and Limited Common Elements visible to the public. The Board shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes, or other governmental regulations, all of which are the applicant's responsibility. The procedure and specific minimum requirements for Board review and approval shall be set forth in Design Guidelines and Standards ("Design Standards") which are attached as Exhibit D, and incorporated by this reference. duly adopted and from time to time amended by the Board. The Design Standards may only be amended, modified or revoked in accordance with the provisions of Section 12.16. Every amendment to the Design Standards must be recorded in the county in which the Real Property described in Exhibit A is located, and shall be effective only on recording.

12.10.1 The Board shall consider and act on the proposals and/or plans submitted pursuant to this Section 12.10 to determine compliance with the Design Standards.

12.10.2 All proposals for the erection or alteration of any structure or improvement on any portion of the Real Property described in Exhibit A shall be submitted to the Board in duplicate in the following format:

12.10.2.1 Plot plan, in a scale one inch equals twenty feet, showing location of structure and driveway, setback dimensions, and drainage with silt fence locations;

12.10.2.2 Complete structural plans in a scale one-quarter inch equals one foot;

PAGE 2 - SECOND AMENDMENT TO DECLARATION

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12.10.2.3 Landscape plans complete with plantings;

12.10.2.4 Exterior color selections.

12.10.3 The Board shall render its written decision approving or denying each application submitted to it within fifteen (15) working days after its receipt of all materials required with respect to such application. If the Board fails to render such written decision within thirty (30) days of its receipt of all required materials or request an extension, the application shall be deemed approved. The Board shall be entitled to request one or more extensions of time, not to exceed forty-five (45) days. In the event of such extension requests, if the Board does not render a written decision within fifteen (15) days after the expiration of the extension(s), the application shall be deemed approved. Provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

12.10.4 The Board, at its sole discretion, may withhold consent to any proposed work if the Board finds the proposed work would be incompatible with the Design Standards. The Board may consider siting, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Units, and any other factors that it reasonably believes to be relevant in determining whether or not to consent to any proposed work.

12.10.5 Consent by the Board to any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

12.10.6 The Board's consent to any proposed work shall automatically expire three (3) months after issuance unless construction of the project has been commenced or the applicant has applied for and received an extension of time from the Board.

12.10.7 The Board may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the Board finds that the work was not performed in substantial conformance with the approval granted, or if the Board finds that the approval required was not obtained, the Board shall notify the applicant in

PAGE 3 - SECOND AMENDMENT TO DECLARATION

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writing of the noncompliance. The notice shall specify the particulars of noncompliance and shall require the applicant to remedy the noncompliance.

12.10.9 Neither the Board nor any members thereof shall be liable to any Owner, occupant, or builder for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the Board or a member thereof, provided only that the Board or the member has, in accordance with its or his or her actual knowledge, acted in good faith.

12.10.10 Within fifteen (15) working days after the Board's receipt of a written request from an applicant and the Board's receipt of payment of a reasonable fee fixed by the Board to cover costs, the Board shall provide such applicant with a certificate executed by the President or other authorized member of the Board certifying with respect to any portion of the Real Property described in Exhibit A owned by the applicant, that, as of the date thereof either (a) all proposed improvements to be made or done upon such portion of the Real Property described in Exhibit A comply with the requirements of this Section 12.10, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The applicant and such applicant's heirs, devisees, successors, and assigns shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as among Declarant, the Board, the Association, all Owners, and all persons deriving any interest through any of them.

12.10.11 The Board may charge applicants a reasonable application fee and additional costs incurred or expected to be incurred by the Board to retain architects, attorneys, engineers, and other consultants to advise the Board concerning any aspect of the applications and/or compliance with any appropriate architectural criteria or standards."

4. Section 12.15 of the Declaration is deleted in its entirety.
5. The first sentence of Section 15.1.1 of the Declaration is amended to read as follows:

"15.1.1 Property Insurance. Such Property Insurance on the General Common Elements and Commonly Maintained Property as the Board in its sole discretion deems advisable."

PAGE 4 - SECOND AMENDMENT TO DECLARATION

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6. Section 18.2 of the Declaration is amended to read as follows:

"18.2 Termination of Special Declarant Rights. Except as otherwise provided in this Declaration or any Amendments thereto, the Special Declarant Rights reserved herein shall continue in effect so long as: Declarant is completing improvements which are within or may be added to the Condominium; Declarant owns one (1) or more Units; any of Declarant's Special Declarant Rights remain in effect; or Declarant, its successors or assigns, owns any interest in the Real Property or the real property that may be annexed to the Condominium pursuant to Section 19.1 of this Declaration. Notwithstanding the foregoing, the Special Declarant Rights shall expire seven (7) years after the conveyance of the first Unit in the Condominium. Declarant may voluntarily terminate any or all Special Declarant Rights at any time by recording an Amendment to this Declaration specifying which Special Declarant Rights are thereby terminated."

7. Section 19.2.2.5 of the Declaration is amended to read as follows:

"19.2.2.5 Withdrawal of Subsequent Phases. If, despite the good faith efforts of Declarant, and for reasons beyond the reasonable control of Declarant (including, but not limited to, financing availability, material and/or labor shortages, labor disputes, and acts of God), Declarant is unable to complete development of all or any of the subsequent Phases, then Declarant at any time may elect not to incorporate some or all of the subsequent Phases into the Condominium and may withdraw from the provisions of this Declaration the land (and all improvements constructed thereon) within the Phase(s) Declarant is unable to complete ("Withdrawn Property"). To effectuate the foregoing, Declarant, upon its sole signature and without the consent of any Unit Owner being required, shall record an amendment ("Withdrawal Amendment") to this Declaration (and the Survey Map and Plans, if necessary) providing for withdrawal of the Withdrawn Property from the provisions of this Declaration. Declarant may not exercise this withdrawal right unless the Declarant executing the Withdrawal Amendment has itself previously exercised a Development Right under Section 19.2.2 as to some portion of the Real Property on which Units have been constructed, other than the Withdrawn Property. In the event Declarant exercises its withdrawal rights under this Section 19.2.2.5, or if Declarant's right to add Phases expires pursuant to Section 19.2.2.6, then:

PAGE 5 - SECOND AMENDMENT TO DECLARATION

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19.2.2.5.1 the Phases in fact established as part of the Condominium shall thereafter continue to constitute a complete, fully operational Condominium pursuant to the provisions of the Act and this Declaration;

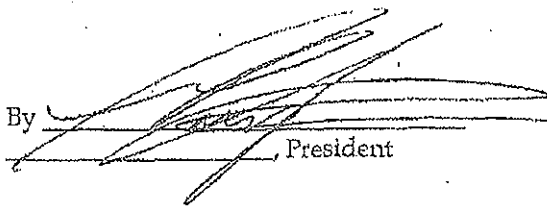
19.2.2.5.2 the Withdrawn Property may be utilized and/or developed in any lawful manner and for any lawful purpose as determined by and in Declarant's sole discretion; and

19.2.2.5.3 the easements provided for in Section 19.2.2.4 shall continue for the benefit of Declarant and the Withdrawn Property, for purposes of utilizing and/or developing the Withdrawn Property as Declarant determines in its sole discretion. The recorded Withdrawal Amendment shall obligate the Declarant and any subsequent owner of the Withdrawn Property to: (i) share equitably with the Association in the costs of maintenance, repair, replacement, management, and insurance of the roadways and utilities on or within these easements, and (ii) pay all costs, expenses and surcharges to connect to the utilities.

8. The first sentence of Section 19.5.1 of the Declaration is amended to read as follows:

"19.5.1 Except as otherwise provided in this Declaration or any Amendments thereto, the foregoing described Development Rights shall continue in effect so long as: Declarant is completing improvements which are within or may be added to the Condominium; Declarant owns one (1) or more Units; any of Declarant's Special Declarant Rights remain in effect; or Declarant, its successors or assigns, own any interest in the Real Property or the real property that may be annexed to the Condominium pursuant to Section 19.1 of this Declaration."

Stoneleaf Condominium Owners Association

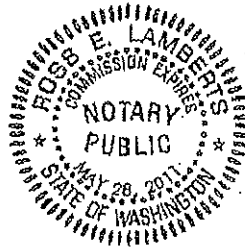
By  President

PAGE 6 - SECOND AMENDMENT TO DECLARATION

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State of Washington )  
 ) ss  
County of Clark )

This instrument was acknowledged before me on August 15, 2008  
by Gary A. Ramos, President of Stoneleaf Condominium Owners Association.



*Rose E. Lamberts*

Notary Public - State of Washington  
My Commission expires: MAY 28, 2008

PAGE 7 - SECOND AMENDMENT TO DECLARATION

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## EXHIBIT D

### Design Standards

The purpose of the Design Standards is to facilitate quality development through an orderly process of evaluation and approval of plan submittals. The specific Design Standards set forth in this document establish the minimum standards to be used in the evaluation of each submittal.

1. **Exterior Design.** The exterior design of each Unit shall be similar to and compatible with the exterior design of the Units constructed in Phase 1 of Stoneleaf Condominium.
2. **Elevations.** The front elevation of each Unit shall be similar to and compatible with the front elevation of the Units constructed in Phase 1 of Stoneleaf Condominium.
3. **Exterior Walls.** The siding materials of all elevations of each Unit shall be of the same or equivalent quality as the siding materials of all elevations of the Units constructed in Phase 1 of Stoneleaf Condominium.
4. **Unit Size.** The minimum square footage of heated area for single family living units, exclusive of garages and porches shall be 1,700 square feet.

PAGE 1 - SECOND AMENDMENT TO DECLARATION EXHIBIT D  
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4916409 AMD

RecFee - \$76.00 Pages: 5 - GLAVIN DEVELOPMENT  
Clark County, WA 11/29/2012 02:33



RETURN ADDRESS

Glavin Development  
P.O. Box 871717  
Vancouver WA 98687

Please print neatly or type information

Document Title(s)

Third Amendment to Declaration

Reference Numbers(s) of related documents:

4242839

Additional Reference #'s on page \_\_\_\_\_

Grantor(s) (Last, First and Middle Initial)

Stoneleaf Condominium Owners Association

Additional grantors on page \_\_\_\_\_

Grantee(s) (Last, First and Middle Initial)

Glavin Development, LLC

Additional grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

L.S. 100

Additional legal is on page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page \_\_\_\_\_

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

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

*Peter Sle*  
Signature of Requesting Party

THIRD AMENDMENT TO DECLARATION

OF STONELEAF CONDOMINIUM

THIS THIRD AMENDMENT TO DECLARATION of STONELEAF CONDOMINIUM is made and executed this 29<sup>th</sup> day of November, 2012, by STONELEAF CONDOMINIUM OWNERS ASSOCIATION, a Washington nonprofit corporation ("Association"):

RECITALS

1. Stoneleaf Condominium was created pursuant to the provisions of the Washington Condominium Act, Chapter 64.34 of the Revised Code of Washington, by a "Declaration for Stoneleaf Condominium" dated November 1, 2006, and recorded under Clark County Auditor's File No. 4242839.
2. A "First Amendment to Declaration" dated July 24, 2008, submitting phase II to the condominium form of ownership was recorded under Clark County Auditor's File No. 4481996.
3. A "Second Amendment to Declaration" dated August 15, 2008, was recorded under Auditor's File No 4485432.
4. Article 21 of the Declaration permits the Declaration to be amended by the affirmative vote of the owners of units to which at least sixty-seven (67%) of the votes in the Association are allocated.

NOW, THEREFORE, the undersigned, Treasurer of the Stoneleaf Condominium Owners Association, hereby certifies that the following amendment to the Declaration was adopted in accordance with the bylaws of the Association and the provisions of RCW 64.34.264 by the required percentage of votes of the members of the Association:

1. The real property described in Exhibit "A" attached hereto, known as Knights Court, is hereby annexed to Stoneleaf Condominium. Said real property shall be subject to the terms of the declaration, the covenants, conditions and restrictions, and the common expenses and assessments of the Association, and shall be entitled to all associated benefits and privileges.
2. The definitions under 2.11 "Commonly Maintained Property" shall not include the private grinder sewer systems or lines serving Lots 2-11 in Knights Court subdivision. The Association shall not be responsible for the maintenance, repair, or replacement of any private grinder sewer systems, pumps, lines, or any parts of said systems installed or on the Knights Court property. It shall be the responsibility of the unit owners of Knights Court Lots 2-11 to maintain, repair, or replace said systems.

THIRD AMENDMENT TO DECLARATION

OF STONELEAF CONDOMINIUM

Page 2 of 3

3. The storm water pond and water media filtration vault, the private streets, the street lights, and the fencing, landscaping, and irrigation along Pacific Rim Boulevard that are part of the Knights Court subdivision shall be common elements and commonly maintained property of Stoneleaf Condominium, and shall be subject to the maintenance and repair provisions of Article 14 of the Declaration for Stoneleaf Condominium as amended.

Stoneleaf Condominium Owners Association

By: James H Barkley  
Stoneleaf N.O.A, Treasurer

STATE OF WASHINGTON )

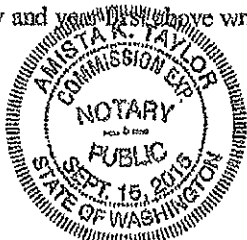
) SS.

COUNTY OF CLARK )

On this 29 day of NOV, 2012, personally appeared James H. Barkley

to me known to be the Treasurer of STONELEAF CONDOMINIUM OWNERS ASSOCIATION, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, of said association, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Arista K Taylor

Notary Public in and for the State of Washington, Residing Vancouver

My appointment expires: Sept 15, 2015

The undersigned Owner of the real property described in Exhibit "A" hereby consents to the annexation of said real property to Stoneleaf Condominium, and agrees that said real property shall be subject to the declaration, the covenants, conditions and restriction, and the common expenses and assessments of Stoneleaf Condominium Association, and shall be entitled to the enjoyment of all associated benefits and privileges.

DATED this 27 day of NOV, 2012.

THIRD AMENDMENT TO DECLARATION  
OF STONELEAF CONDOMINIUM

Page 3 of 3

GLAVIN DEVELOPMENT, LLC

By: *Mial Glavin*

Member

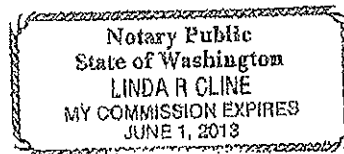
STATE OF WASHINGTON )

)

COUNTY OF CLARK )

On this 27 day of November, 2012, personally appeared Mial Glavin  
to me known to be the Member of GLAVIN DEVELOPMENT, LLC, that  
executed the within and foregoing instrument, and acknowledged said instrument to be  
the free and voluntary act and deed, of said corporation for the uses and purposes therein  
mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year first above written.



*Linda R. Cline*

Notary Public in and for the State  
of Washington, Residing in Clark County

My appointment expires: June 2013

**Exhibit A**

**Legal Description:** Real property situated in the City of Camas, Clark County, Washington, lying in Government Lot 3 and Lot 4 in the Southwest quarter of Section 5, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the Southwest corner of said Section 5 as shown in the Plat of Awbrey Glen at Fisher's Landing according to the Plat thereof, recorded Book 311 of Plats at Page 52, records of said County; thence along the West line of Section 5 North  $01^{\circ}12'24''$  East 5282.63 feet to the Northwest corner thereof; thence along the North line of Section 5 South  $88^{\circ}42'40''$  East 5279.07 feet to the Northeast corner thereof; thence along said North line North  $88^{\circ}42'40''$  West 2208.36 feet to the Northwest corner of the "Watson" parcel as described in Book 286 of Deeds at Page 123; thence along the West line of said "Watson" parcel and the Southerly extension thereof South  $00^{\circ}48'20''$  West 3457.56 feet to the Northerly right of way line of NW Pacific Rim Boulevard said point being 40.00 feet from the centerline of said Boulevard, when measured at right angles; thence along said Northerly right of way line the following courses:

South  $58^{\circ}22'54''$  West 6.74 feet to a point of curvature with a 960.00 foot radius curve; thence along said curve to the right, through a central angle of  $32^{\circ}48'16''$  an arc distance of 548.65 feet to a point of tangency; thence North  $88^{\circ}48'48''$  West 364.20 feet TO THE POINT OF BEGINNING; thence North  $88^{\circ}48'48''$  West 498.00 feet;

Thence North  $00^{\circ}48'20''$  East 268.00 feet; thence South  $88^{\circ}48'46''$  East 498.00 feet; thence South  $00^{\circ}48'20''$  West 268.00 feet TO THE POINT OF BEGINNING

EXCEPT the South 5.00 feet dedicated to the City of Camas with the recording of the plat of STONELEAF CONDOMINIUM PHASE 1, according to the survey map and plans, recorded in Book 700 of Plats, Page 55, and pursuant to the Condominium Declaration recorded November 1, 2006 under Auditor's File No. 4242839, records of Clark County, Washington.

5027394 AMD

RecFee - \$75.00 Pages: 4 - CHICAGO TITLE INSURANCE  
Clark County, WA 10/31/2013 03:49



RETURN ADDRESS

CHICAGO TITLE  
1499 SE TECH CENTER PLACE #100  
VANCOUVER WA 98683

Document Title(s)

W7440

FOURTH AMENDMENT TO DECLARATION OF STONELEAF CONDOMINIUM

Reference Number(s) of related documents:

AF# 4916409

Additional Reference #'s on page \_\_\_\_

Grantor(s)

STONELEAF CONDOMINIUM OWNERS ASSOCIATION

Additional grantors on page \_\_\_\_

Grantee(s)

PUBLIC

Additional grantees on page \_\_\_\_

Exhibit H

After recording, return to:

Glavin Development, LLC  
P.O. Box 871717  
Vancouver, WA 98687

Tax Lots  
Section 5, T1N, R3E, W.M.

Space Above for Recording Information Only

**FOURTH AMENDMENT TO DECLARATION  
OF STONELEAF CONDOMINIUM**

THIS FOURTH AMENDMENT TO DECLARATION of STONELEAF CONDOMINIUM is made and executed this 29<sup>TH</sup> day of OCTOBER, 2013 by STONELEAF CONDOMINIUM OWNERS ASSOCIATION, a Washington nonprofit corporation ("Association");

**RECITALS**

1. Stoneleaf Condominium was created pursuant to the provisions of the Washington Condominium Act, Chapter 64.34 of the Revised Code of Washington, by a "Declaration of Stoneleaf Condominium" dated November 1, 2006, and recorded under Clark County Auditor's File No. 4242839.
2. A "First Amendment to Declaration" dated July 24, 2008, submitting Phase II to the Condominium form of ownership was recorded under Clark County Auditor's File no. 4481996.
3. A "Second Amendment to Declaration" dated August 15, 2008, was recorded under Auditor's File No. 4485432.
4. A "Third Amendment to Declaration" dated November 29, 2012, was recorded under Auditor's File No. 4916409.

FOURTH AMENDMENT TO DECLARATION OF  
STONELEAF CONDOMINIUM - 1



5. Article 21 of the Declaration permits the Declaration to be amended by the affirmative vote of the owners of units to which at least sixty-seven (67%) of the votes in the Association are allocated.

AMENDMENT

NOW, THEREFORE, the undersigned, officer of the Stoneleaf Condominium Owners Association, hereby certifies that the following amendment to the Declaration was adopted in accordance with the Bylaws of the Association, and the provisions of RCW 64.34.264 by the required percentage of votes of the members of the Association:

1. Stoneleaf Condominium Owners Association and the owner of the Knights Court property legally described on the attached Exhibit "A" hereby agree to rescind the annexation of the Knights Court property to the Stoneleaf Condominium. Concurrent with recording of this Fourth Amendment, Declarant for Knights Court is recording a Declaration of Covenants, Conditions, and Restrictions to provide for the common plan of development of said lots, and to uphold the prior agreements made by Knights Court pursuant to access and expense responsibilities concurrent with Stoneleaf Condominium.
2. That certain Access and Utilities Easement recorded December 10, 2008 under Clark County Auditor's File No. 4515147 including, without limitation, the easement and costs sharing arrangements contained therein, remains in full force and effect, notwithstanding the recording of the Third Amendment to Declaration.
3. Paragraphs 2 and 3 of the Third Amendment to Declaration of Stoneleaf Condominium shall remain in full force and effect, except that none of the real property included within Knights Court shall be deemed a "common element" of the Stoneleaf Condominium.
4. Knights Court shall be subject to its own Architectural Control provisions, as provided for in its Declaration of Covenants, which includes that a member of Stoneleaf Condominium Owners Association may serve as a member of Knights' Court Architectural Control Committee.

Date

10-29-13

STONELEAF CONDOMINIUM  
OWNERS ASSOCIATION



BY: TRACIE JELLISON

Its: STONELEAF HOA PRESIDENT

FOURTH AMENDMENT TO DECLARATION OF  
STONELEAF CONDOMINIUM - 2



**5033147 AMD**

RecFee - \$81.00 Pages: 10 - STONELEAF JV LLC  
Clark County, WA 11/22/2013 03:36



MAIL TAX STATEMENTS TO:  
Unchanged

AFTER RECORDING RETURN TO:  
James D. Howsley  
1499 S.E. Tech Center Place, Suite 380  
Vancouver, WA 98683

**INSTRUMENT TITLE:** FIFTH AMENDMENT TO DECLARATION FOR  
STONELEAF CONDOMINIUM

**GRANTOR(S):** STONELEAF JV LLC, a Washington limited liability  
company

**GRANTEE:** STONELEAF CONDOMINIUM OWNERS  
ASSOCIATION, a Washington state nonprofit corporation  
and the PUBLIC

**ABBREVIATED LEGAL  
DESCRIPTION:** Stoneleaf Condominium Phase 1, Auditor's File No.  
4242839;  
Stoneleaf Condominium Phase 2, Auditor's File No.  
4481996; and  
#11 SEC 5 T1N R3EWM 5.58A

**FULL LEGAL:** See Exhibit "A" To This Document

**ASSESSOR'S PROPERTY TAX  
PARCEL ACCOUNT NUMBER(S):** 126047000, 126048000, 126049000, 126048050,  
126048052, 126048086, 126048088, 126048098,  
126048100, 126048109, 126048110, 126048111,  
126048112, 126048113, 126048114, 126048115, 126048116

**REFERENCE NUMBER OF  
RELATED DOCUMENTS:** 4242839, 4481996, 4485432, 4916409, 5027394

**FIFTH AMENDMENT TO  
DECLARATION FOR STONELEAF CONDOMINIUM  
(REMOVAL OF UNDEVELOPED PROPERTY)**

This Fifth Amendment to Declaration for Stoneleaf Condominium (The "Amendment") is made and entered into on the dates set forth below by STONELEAF JV LLC, a Washington limited liability company ("Declarant").

**RECITALS:**

1. The real property legally described on *Exhibit A*, which is attached hereto and incorporated herein by this reference (the "*Condominium Property*"), is currently encumbered by a Declaration for Stoneleaf Condominium recorded on November 1, 2006, recorded as Document No. 4242839 in the Real Property Records of Clark County. Stoneleaf JV LLC is the current Declarant under the Declaration.
2. A "First Amendment to Declaration" dated July 24, 2008, submitting Phase II to the Condominium form of ownership was recorded under Clark County Auditor's File No. 4481996.
3. A "Second Amendment to Declaration" dated August 15, 2008, was recorded under Auditor's File No. 4485432.
4. A "Third Amendment to Declaration" dated November 29, 2012, was recorded under Auditor's File No. 4916409.
5. A "Fourth Amendment to Declaration" dated October 31, 2013, was recorded under Auditor's File No. 5027394.
6. Note 12 to the plat of Stoneleaf Condominium Phase 1, which was recorded on November 1, 2006, in the Records of Clark County, Washington in Book 700 of Condominium Plats at Page 55, as amended by Note 1 to the plat of Stoneleaf Condominium Phase 2, which was recorded on August 6, 2008, in the Records of Clark County, Washington in Book 700 of Condominium Plats at Page 89, identified a portion of the Condominium Property as "ARBA SUBJECT TO DEVELOPMENT RIGHTS THAT MAY BE ADDED TO THE CONDOMINIUM," which tract of land is commonly known as a portion of tax parcel 126048-000 and is more particularly described on *Exhibit B*, which is attached hereto and incorporated herein by this reference (the "*Undeveloped Property*").
7. The Undeveloped Property was previously subject to enforcement of a lien and foreclosure, as described in that certain Notice of Trustee's Sale recorded November 28, 2007 as Document No. 4399145 in the real property records of Clark County, Washington.
8. Declarant took title to the Undeveloped Property subsequent to enforcement of a lien and foreclosure, and also currently holds Special Declarant Rights described in the Declaration, in accordance with that certain Assignment and Assumption of Declarant Rights

(Stoneleaf Condominium), which was recorded on March 15, 2013, as Document No. 4951137 in the real property records of Clark County, Washington. The Special Declarant Rights continue, as per Section 18.2, as amended, until December 7, 2013, which is seven (7) years after recording of the first Unit deed, which is dated December 7, 2006 and was recorded on December 8, 2006, as Document No. 4257766 in the real property records of Clark County, Washington.

9. Under Section 19.2.2.6, Declarant's right to add Phases to the Stoneleaf Condominium expired on November 1, 2013, seven years after the date of recordation of the initial Declaration.

10. Section 19.2.2.5 of the Declaration, as modified by the Second Amendment to Declaration of Stoneleaf Condominium, certified by the President of the Stoneleaf Condominium Owners Association as having been adopted in accordance with the Bylaws of the Association and the provisions of Washington condominium law, provides as follows:

19.2.2.5 Withdrawal of Subsequent Phases. . . . Declarant at any time may elect not to incorporate some or all of the subsequent Phases into the Condominium and may withdraw from the provisions of this Declaration the land...within the Phase(s) Declarant is unable to complete ("Withdrawn Property")....In the event Declarant exercises its withdrawal rights under this Section 19.2.2.5, or if Declarant's right to add Phases expires pursuant to Section 19.2.2.6, then:

19.2.2.5.1 the Phases in fact established as part of the Condominium shall thereafter continue to constitute a complete fully operational Condominium pursuant to the provisions of the Act and this Declaration;

19.2.2.5.2 the Withdrawn Property may be utilized and/or developed in any lawful manner and for any lawful purpose as determined by and in Declarant's sole discretion; and

19.2.2.5.3 the easements provided for in Section 19.2.2.4 shall continue for the benefit of Declarant and the Withdrawn Property, for purposes of utilizing and/or developing the Withdrawn Property as Declarant determines in its sole discretion. The recorded Withdrawal Amendment shall obligate the Declarant and any subsequent owner of the Withdrawn Property to: (i) share equitably with the Association in the costs of maintenance, repair, replacement, management, and insurance of the roadways and utilities on or within these easements, and (ii) pay all costs, expenses and surcharges to connect to the utilities.

#### AMENDMENT:

NOW, THEREFORE, Declarant hereby declares that the Declaration is amended as set forth in this Amendment.

**1. Amendment of Declaration – Removal of Undeveloped Property**

The Undeveloped Property is hereby excluded from the Stoneleaf Condominium as required by Section 19.2.2.6 of the Declaration due to the expiration of the allowable period for the addition of further Phases to the Condominium. The Undeveloped Property will not be subject to the terms and conditions of the Declaration nor deemed part of the Condominium; provided, however that Declarant reserves all easement rights over the Tracts within Phase 1 and Phase 2 of the Condominium as further provided in the Declaration and as specifically granted by Section 19.2.2.5.3, as designated in Section 7 of the Second Amendment and quoted in Recital 9 above.

**2. Amendment of Declaration - Retained Easement Rights**

The owners of the Units in Phases 1 and 2 retain easement rights in Tracts B, C, and D shown on the Phase 1 and Phase 2 plats, and in Tract F shown on Exhibit C, the Survey of Stoneleaf Condominium Undeveloped Property. (Tract F was previously created but was not designated by letter on prior plats.)

The Declarant and any subsequent owner(s) of the Undeveloped Property will (i) share equitably with the Association in the costs of maintenance, repair, replacement, management, and insurance of the roadways and utilities on or within these easements, and (ii) pay all costs, expenses and surcharges to connect to the utilities.

**3. No further change**

Unless specifically modified by the provisions of this Amendment, all remaining terms and conditions of the Declaration as previously modified shall remain in full force and effect.



EXHIBIT A

LEGAL DESCRIPTION OF THE CONDOMINIUM PROPERTY  
(Stoneleaf Condominium Phase 1, Auditor's File No. 4242839;  
Stoneleaf Condominium Phase 2, Auditor's File No. 4481996; and  
#11 SEC 5 T1N R3EWM 5.58A)

A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO STONELEAF, LLC BY STATUTORY WARRANTY DEED, RECORDED UNDER AUDITOR'S FILE NO. 3812731, RECORDS OF CLARK COUNTY, WASHINGTON, AND THAT CERTAIN TRACT OF LAND CONVEYED TO FAMTRUST II, LLC BY STATUTORY WARRANTY DEED, RECORDED UNDER AUDITOR'S FILE NO. 3812252, RECORDS OF CLARK COUNTY, LOCATED IN A PORTION OF GOVERNMENT LOT 3 AND 4 IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF "THE TERRACE AT FISHER'S LANDING PLANNING UNIT 1, PHASE 3", ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 310 OF PLATS AT PAGE 740, RECORDS OF CLARK COUNTY;

THENCE NORTH 01°41'02" EAST, ALONG THE EAST LINE OF SAID PLAT FOR A DISTANCE OF 5.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°41'02" EAST ALONG THE EAST LINE OF SAID PLAT AND ALONG THE EAST LINE OF "THE TERRACE AT FISHER'S LANDING PLANNING UNIT 1, PHASE 4", ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 311 OF PLATS AT PAGE 26, RECORDS OF CLARK COUNTY, FOR A DISTANCE OF 468.61 FEET;

THENCE SOUTH 89°25'30" EAST, FOR A DISTANCE OF 119.58 FEET;

THENCE NORTH 00°34'30" EAST, FOR A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE JOEL NIGHT DONATION LAND CLAIM;

THENCE SOUTH 89°25'30" EAST, ALONG SAID WESTERLY EXTENSION, FOR A DISTANCE OF 847.25 FEET TO THE NORTHEAST CORNER OF SAID STONELEAF LLC TRACT;

THENCE SOUTH 0°11'21" WEST, ALONG THE EAST LINE OF SAID STONELEAF LLC TRACT, FOR A DISTANCE OF 245.92 FEET TO THE NORTHEAST CORNER OF



"KNIGHTS COURT SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 311, AT PAGE 679, RECORDS OF CLARK COUNTY WASHINGTON;

THENCE NORTH 88°48'45" WEST, ALONG THE NORTH LINE OF SAID "KNIGHTS COURT SUBDIVISION", FOR A DISTANCE OF 493.00 FEET;

THENCE NORTH 88°48'39" WEST, ALONG THE NORTH LINE OF SAID "KNIGHTS COURT SUBDIVISION", FOR A DISTANCE OF 5.00 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 01°11'21" WEST, ALONG THE WEST LINE OF SAID "KNIGHTS COURT SUBDIVISION", FOR A DISTANCE OF 263.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SOUTHEAST PACIFIC RIM BOULEVARD (45.00 FEET FROM CENTERLINE, WHEN MEASURED AT RIGHT ANGLES);

THENCE NORTH 88°48'45" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 472.50 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.

EXCEPT TRACT A OF STONELEAF CONDOMINIUM, PHASE 1

November 1, 2013.

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE UNDEVELOPED PROPERTY**

For APN/Parcel ID(s): Portion of 126048-000

A portion of that tract of land conveyed to Stoneleaf LLC by Statutory Warranty Deed, recorded under Auditor's File No. 3812731, records of Clark County, Washington, located in a portion of the Southwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of "The Terrace at Fisher's Landing Planning Unit 1, Phase 3", according to the plat thereof, recorded in Book 310 of Plats at Page 740, records of said County;

Thence North 01°41'02" East, along the East line of said plat, for a distance of 5.01 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°41'02" East along the East line of said plat and along the east line of "The Terrace at Fisher's Landing Planning Unit 1, Phase 4", according to the plat thereof, recorded in Book 311 of Plats, at Page 26, records of Clark County, for a distance of 468.61 feet;

Thence South 89°25'30" East, a distance of 119.58 feet;

Thence North 00°34'30" East, a distance of 30.00 feet to the Westerly extension of the North line of the Joel Knight Donation Land Claim;

Thence South 89°25'30" East along said Westerly extension and said North line, for a distance of 847.25 feet to the Northeast corner of said Stoneleaf LLC tract;

Thence South 0°11'21" West, along the East line of said Stoneleaf LLC tract, for a distance of 245.92 feet to the Northeast corner of "Knights Court Subdivision", according to the plat thereof, recorded in Book 311, at Page 679, records of Clark County, Washington;

Thence North 88°48'45" West, along the North line of said "Knights Court Subdivision", for a distance of 493.00 feet;

Thence North 88°48'39" West, along the North line of said "Knights Court Subdivision", for a distance of 5.00 feet to the Northwest corner thereof;

Thence South 01°11'21" West, along the West line of said "Knights Court Subdivision", for a distance of 263.00 feet to the North right-of-way line of Southeast Pacific Rim Boulevard (45.00 feet from centerline, when measured at right angles);

Thence North  $88^{\circ}48'45''$  West, along said North right-of-way line, for a distance of 472.54 feet to the True Point of Beginning.

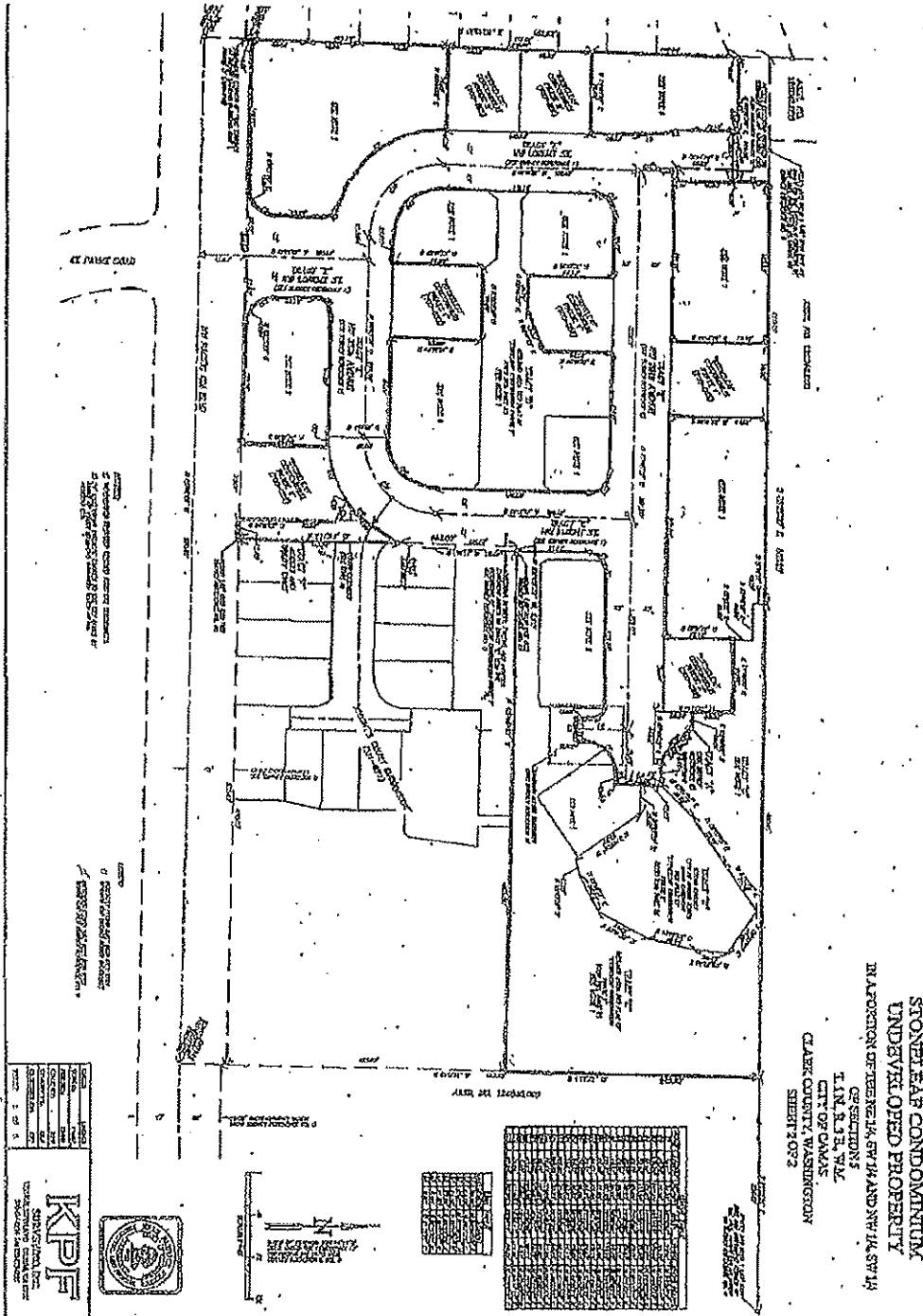
Except Tract "A" and Tract "E" of "Stoneleaf Condominium, Phase 1" recorded at Book 700, Page 55, records of Clark County, Washington.

Also except "Stoneleaf Condominium, Phase 1" recorded at Book 700, Page 55, records of Clark County, Washington.

Also except "Stoneleaf Condominium, Phase 2" recorded at Book 700, Page 89, records of Clark County, Washington.

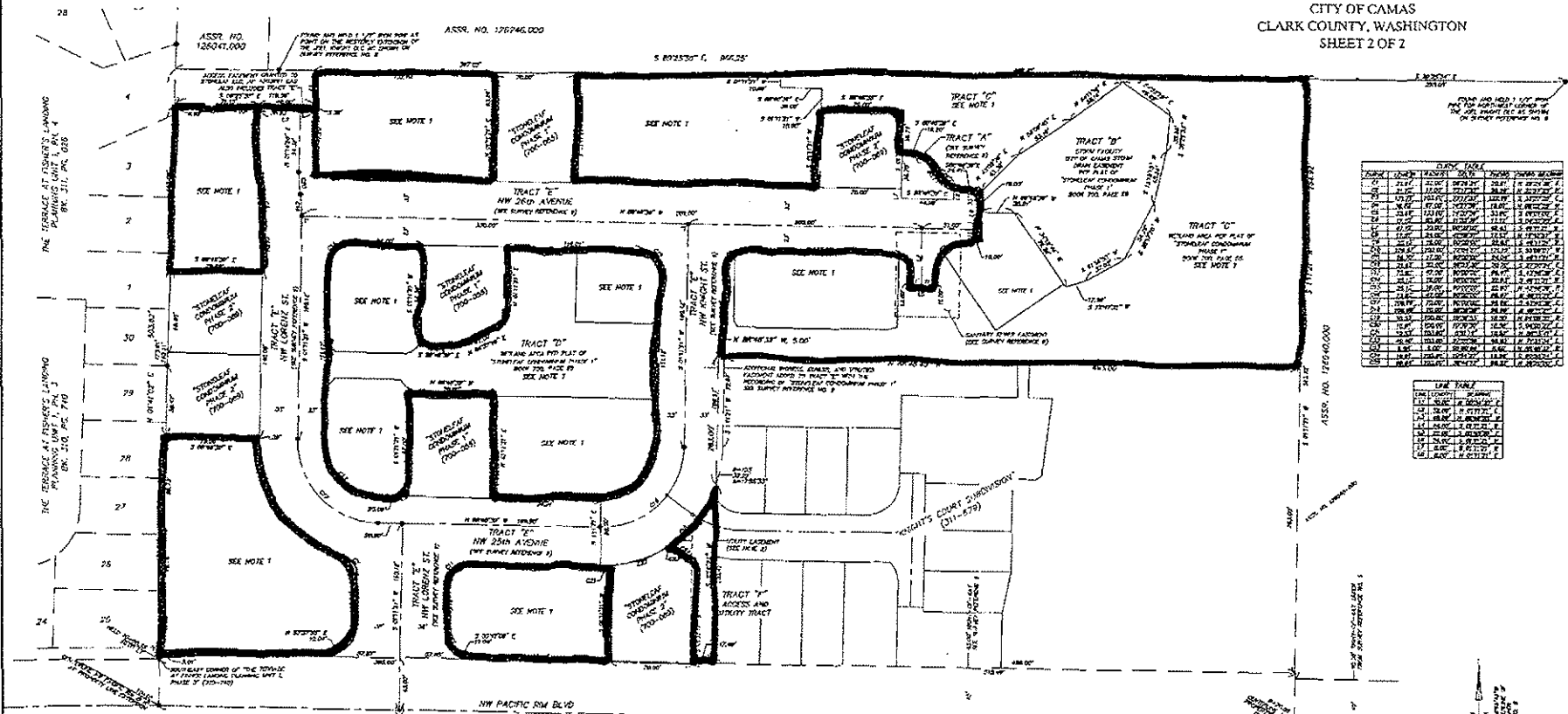
November 1, 2013.

**EXHIBIT C**  
**Survey of Undeveloped Property**



PREPARED BY  
KPF SURVEYING, INC.  
1214 N.E. 28TH AVE.  
CAMAS, WA 98607  
(360) 834-6174

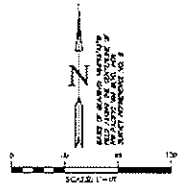
**STONELEAF CONDOMINIUM  
WITHDRAWAL**  
IN A PORTION OF THE NE 1/4, SW 1/4 AND NW 1/4, SW 1/4  
OF SECTION 5  
T. 1 N., R. 3 E., W.M.  
CITY OF CAMAS  
CLARK COUNTY, WASHINGTON  
SHEET 2 OF 2



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NOTES:  
1) ALL DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE.  
2) ALL DIMENSIONS TO CORNER UNLESS NOTED OTHERWISE.  
3) ALL DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE.



DATE	11/20/13
SCALE	1"=40'
JOB NO.	12641
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DRAWN BY	...
CHECKED BY	...
SHEET	1 OF 2

**KPF**  
SURVEYING, INC.  
1214 N.E. 28TH AVE. CAMAS, WA 98607  
360-834-6174

Exhibit J

ORDINANCE NO. 2695

AN ORDINANCE amending Section 12.40.340(F) of the Camas Municipal Code granting the City Administrator the right to make exceptions to certain cemetery use regulations.

The Council of the City of Camas do ordain as follows:

Section I

Section 12.40.340(F) of the Camas Municipal Code is hereby amended to provide as follows:

F. The City Administrator shall have the right to make exceptions from the foregoing rules when deemed advisable. Such exceptions shall not be considered as rescinding or waiving any of these rules. Any waiver that may be made by the City Administrator shall not be or considered to be continuing waiver and shall not bar the City or City Council from enforcing the usual rules and regulations at any later time if it may be desired so to do.

Section II

This Ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this \_\_\_\_\_ day of February, 2014.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 1286

A RESOLUTION adopted pursuant to RCW 39.04.280 waiving the competitive bidding requirements for repair of the NW 6<sup>th</sup> Avenue sewer main due to the existence of an emergency.

WHEREAS, the City of Camas Public Works Department received a complaint about a sewer main collapse and backup on NW 6<sup>th</sup> Avenue on Monday, February 10, 2014; and

WHEREAS, the sewer main collapse and backup was inspected by Public Works Department personnel on Monday, February 10, 2014, and noted minor amounts of spilled sewage; and

WHEREAS, discharge of sewage from the collapsed sewer main has been reported to the Washington State Department of Ecology; and

WHEREAS, upon inspection it was determined that the NW 6<sup>th</sup> Avenue sewer main was deteriorating rapidly, creating a condition likely to result in material loss or damage to property, on-going illicit discharge to waters of the State, bodily injury or loss of life if immediate action was not taken; and

WHEREAS, the conditions were thereon classified as an emergency by the Public Works Director and Haag and Shaw Contracting was retained for the purpose of making immediate repairs commencing on Monday, February 10, 2014; and

WHEREAS; the sewer main is considered a Pollution Control Facility as described in RCW 70.95A.090.

NOW, WHEREFORE, the City Council of the City of Camas, Washington, declares as follows:

1. The emergence of a sewer main collapse on NW 6<sup>th</sup> Avenue on Monday, February 10, 2014 was an unforeseen circumstance beyond the control of the City that was likely to result in material loss or damage to property, on-going illicit discharge to waters of the State, bodily injury, or loss of life if immediate action was not taken for repairs. The determination by the Public Works Director of an emergency is hereby ratified by the City Council, all as pursuant to RCW 39.04.280.

ADOPTED at a regular meeting of the Council this \_\_\_\_\_ day of February, 2014.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney