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GRANTOR(S)

Broadway Investors, L.L.C.

GRANTEE(S)

The West Coast Bank Building

LEGAL DESCRIPTION

Lots 1, 2, 7 & 8, Block 24 and Lots 3 & 4, Block 25, East Vancouver C-70 and D20 and Section 27, Township 2 North, Range 1 East

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S)

038410-000, 038420-000, 038470-000, 038570-000, 038525-000

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**DECLARATION  
FOR  
THE WEST COAST BANK BUILDING, A CONDOMINIUM**

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**DECLARATION  
FOR  
THE WEST COAST BANK BUILDING, A CONDOMINIUM**

**ARTICLE 1  
DEFINITIONS**

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

1.1.1 "Allocated Interests" means the undivided interest in the Common Elements, the Common Expense Liability, and votes for each Unit in the Condominium determined in accordance with the formula specified in Section 6.4.

1.1.2 "Articles" means the Articles of Incorporation for the Association as they may from time to time be amended.

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

1.1.4 "Association" means the Owners' association identified in Article 15.

1.1.5 "Board" means the Board of Directors of the Association, as described in Article 16.

1.1.6 "Broadway Investors" means Broadway Investors, L.L.C., a Washington limited liability company, and its successors and assigns.

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

1.1.8 "City" means the City of Vancouver, a first class city of the State of Washington or its successors and assigns, in its capacity as Owner of the Parking Garage Unit.

1.1.9 "Common Elements" shall have the meaning given in Section 7.1.

1.1.10 "Common Expenses" means expenditures made by or financial liabilities of the Association incurred in connection with the management, repair, replacement and insurance of the Common Elements or which are related to the Common Elements, and the general operation of the Association, including allocations to reserves, but excluding expenditures or liabilities which are Specially Allocated Expenses and Limited Common Expenses.

1.1.11 "Common Expense Liability" means the percentage share of Common Expenses to be borne by and allocated to each Unit.

1.1.12 "Condominium" means "The West Coast Bank Building" a condominium created under the Declaration and the Survey Map and Plans.

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

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

1.1.15 "DDA" means that certain Disposition and Development Agreement entered into by and between Broadway Investors and the City on December 29, 1999, setting forth certain construction, operation, reciprocal easements and other agreements by and among Broadway Investors and the City, as amended from time to time, including all Exhibits attached thereto.

1.1.16 "Declarant" means Broadway Investors, L.L.C., or its assigns.

1.1.17 "Declaration" means this Condominium Declaration for the West Coast Bank Building, a Condominium, as it may from time to time be amended.

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

1.1.19 "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage, real estate contract or a deed of trust, or a deed in lieu of foreclosure.

1.1.20 "Limited Common Element" means a portion of the Condominium, other than the Units, allocated in Article 8 for the exclusive use of at least one but less than all of the Units.

1.1.21 "Limited Common Expenses" means expenditures made by or financial liabilities of the Owners which are related to the maintenance, repair, replacement or insurance of the Limited Common Elements, including allocations to reserves.

1.1.22 "Limited Common Expense Liability" means the liability of each Unit for the Limited Common Expenses allocated to the Limited Common Elements assigned to that Unit.

1.1.23 "Managing Agent" means the person, if any, designated by the Board under Section 16.5.

1.1.24 "Mortgage" means a mortgage, deed of trust, real estate contract, or other lien securing indebtedness incurred by an Owner, but so long as the City or another local governmental entity within the meaning of RCW 6.17.080, as it may be amended from time to time, is the Owner of the Parking Garage Unit, "Mortgage" does not include any transfer by the City or such other local governmental entity to a trustee for security purposes (other than a deed of trust under RCW 61.24) or sale and leaseback or lease purchase transactions by the City or such other local governmental entity.

1.1.25 "Mortgagee" means any holder of a Mortgage on a Unit, including a real estate contract vendor.

1.1.26 "Occupant" means each Owner, and any Person or Persons from time to time entitled by lease, license or otherwise to use and occupy any portion of a Unit, or one or more of them, or officers or employees as the context may require.

1.1.27 "Owner" means any Person who owns a Unit, but if ownership is held by a nominee, a trustee for security purposes, a sale-leaseback lessor, a real estate contract vendor or other Person whose interest does not entitle such Person to possession or use of the Unit, such Person shall not be the Owner, and the Person who is entitled to the possession or use of the Unit shall be considered to be the Owner. For purposes of this definition, the tenants of commercial/office floors of the Office Tower Unit and the owners of any residential units of the Office Tower Unit to be created under Article 27, other than the Declarant, shall not be considered an Owner under this Declaration.

1.1.28 "Parking Agreement" means that certain Parking Garage Operation and Maintenance Agreement entered into by and among Broadway Investors and the City as the same may be amended from time to time in accordance with its terms.

1.1.29 "Person" means a natural person, corporation, trust, partnership, limited partnership, limited liability company, government subdivision or agency, municipal corporation, city or other legal entity.

1.1.30 "Specially Allocated Expenses" means those expenditures and liabilities including allocations to reserves which are allocated to the Units in accordance with usage or on some other basis.

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

1.1.32 "Unit" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described in Article 6 and shown on the Survey Map and Plans. The Units within the Condominium shall include the Parking Garage Unit and the Office Tower Unit. For the purposes of this Declaration, Unit shall not include the individual residential condominium units to be created on the residential floors of the Office Tower Unit pursuant to Article 27.

1.1.33 "Users" means all Persons granted permission by an Owner or Owners to utilize any portion of such Owner's Unit or the Common Elements or Limited Common Elements, including, without limitation, Occupants, employees and service people, licensees, invitees, customers, Owners, contractors, agents, lessees, sub-lessees, and concessionaires.

1.1.34 "West Coast Bank Building" means that certain real estate located in the City of Vancouver, County of Clark, State of Washington, legally described on attached Schedule A, together with all improvements situated or to be situated thereon as provided in the Survey Map and Plans.

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

1.3 Statutory Definitions. Some of the terms defined above are also defined in the Condominium Act. The definitions in the Declaration are not intended to limit or contradict the definitions in the Condominium Act. If there is any inconsistency or conflict, the definition in the Condominium Act will prevail unless deviation from the particular definition is permitted by the Condominium Act, in which case the definition used in this Declaration will prevail.

ARTICLE 2  
SUBMISSION OF THE WEST COAST BANK BUILDING TO THE ACT

Declarant, being the sole owner of the West Coast Bank Building, makes this Declaration for the purpose of submitting the West Coast Bank Building to the

Condominium form of use and ownership and to the provisions of the Condominium Act. Declarant hereby declares that the West Coast Bank Building shall be held, used, conveyed, encumbered, leased, occupied, rented and improved subject to the covenants, conditions, restrictions, reservations and easements set forth in this Declaration, all of which are declared and agreed to be in furtherance of the division of the West Coast Bank Building into condominium units, and which shall be deemed to run with the land and be a burden and a benefit to Declarant, its successors and assigns, and all Persons who hereafter own or acquire an interest in the West Coast Bank Building or any part thereof, and their grantees, successors, heirs, executors, administrators and assigns. The creation of the Condominium shall not be impaired, and title to a Unit and its interest in the Common Elements or Limited Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of this Declaration or the Survey Map and Plans, or any amendment thereto to comply with the Condominium Act.

ARTICLE 3  
NAME OF CONDOMINIUM

The name of the Condominium created by this Declaration and the Survey Map and Plans is "The West Coast Bank Building," a condominium.

ARTICLE 4  
DESCRIPTION OF LAND

The real property included in the Condominium is described in Schedule A.

ARTICLE 5  
DESCRIPTION OF BUILDINGS

The Condominium consists of two buildings. One building is located within the Office Tower Unit which contains the area set forth in a table on the Survey Maps and Plans. The Parking Garage Unit includes one building consisting of one level of ground/grade parking and two levels of above ground parking excluding the subterranean ramp as delineated on the attached Survey Maps and Plans.

ARTICLE 6  
DESCRIPTION OF UNITS

6.1 Number and Identification of Units. The Condominium has two (2) Units identified as follows: the Office Tower Unit which contains four commercial/office floors,

two residential floors, and one level of below grade parking located on a subterranean ramp below the lowest level of the Parking Garage Unit, and the Parking Garage Unit.

6.2 Boundaries of Units. The boundaries of each Unit are as set forth on the Survey Map and Plans and are generally described in this Section. The Declarant intends and does hereby adopt boundaries for the Units which are different from the boundaries which are provided for under the Condominium Act, specifically:

6.2.1 The Office Tower Unit shall include:

(a) the exterior walls of the Office Tower Unit, including door frames, doors, exterior windows, canopies, and window frames;

(b) all walls, floors, roofs and ceilings within the boundaries of the Office Tower Unit;

(c) the southern wall of the Office Tower Unit, including the north face and south face, which separates the Office Tower Unit and the Parking Garage Unit;

(d) the drive through facility and driveway between 5<sup>th</sup> and 6<sup>th</sup> Streets as shown on the Survey Map and Plans;

(e) the maintenance/security room and emergency generator/electrical room as further described in Article 9;

(f) the subterranean lobby, including elevator shafts, storage rooms, and telecommunications rooms located north of the Parking Garage Unit are part of the Office Tower Unit;

(g) the subterranean ramp delineated on the Survey Map and Plans containing 34 parking spaces reserved to the residential floors of the Office Tower Unit;

(h) the horizontal boundary of the Office Tower Unit shall be as shown on the Survey Maps and Plans;

(i) the vertical boundary of the Office Tower Unit shall be as shown on the Survey Maps and Plans.

6.2.2 The Parking Garage Unit shall include:

(a) the floors, exterior walls, ceilings, interior walls, and interior columns;

(b) the horizontal boundary of the Parking Garage Unit shall be as shown on the Survey Maps and Plans;

(c) the vertical boundary of the Parking Garage Unit shall be as shown on the Survey Maps and Plans.

Except as specifically otherwise provided in this Declaration, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are part of the Unit.

6.3 Unit Information.

6.3.1 Schedule B-1 sets forth the following data for the commercial/office floors and the subterranean ramp within the Office Tower Unit:

- (a) The approximate area expressed in terms of square footage;
- (b) The number of floors.
- (c) The approximate number of parking spaces on the subterranean ramp reserved for the residential floors within the Unit.

6.3.2 Schedule B-2 sets forth the following data for the Parking Garage Unit:

- (a) The approximate area expressed in terms of square footage;
- (b) The approximate number of parking spaces within the Unit.

The location and configuration of each Unit is shown in the Survey Map and Plans.

6.4 Formulas for Allocated Interests. The Allocated Interests of each Unit for the purposes of Common Expense Liability, interest in the Common Elements and voting is as follows:

6.4.1 Common Expense Liability and Interest in Common Elements: 50% allocated to the Owner of the Office Tower Unit and 50% allocated to the Owner of the Parking Garage Unit. The allocation is based on the voting power held by each Unit Owner.

6.4.2 Voting. One vote for the Owner of the Office Tower Unit and one vote for the Owner of the Parking Garage Unit.



ARTICLE 7  
COMMON ELEMENTS

7.1 Description. Except as otherwise specifically reserved, assigned, or limited by the provisions of Article 9 hereof, the Common Elements consist of the following:

7.1.1 The transformer and electrical and emergency switching equipment, the emergency generator, and all other equipment, utility lines, ducts, pipes, wires and conduits and meter rooms for utilities serving all the Units, such as power, heating, ventilating and air conditioning system ("HVAC"), water and gas, storm drainage systems, sanitary sewer facilities, ventilation shafts, tanks, pumps, motors, fans, compressors, ducts, gutters, drainspouts, and catch basins, but excluding any such equipment or facilities which serve less than all Units. The Common Elements include all portions of the Condominium other than the Units.

7.2 Use. Subject to the provisions of this Declaration, each Owner shall have the right to use the Common Elements in common with all other Owners and a right of ingress/egress to/from the Owner's Unit across the Common Elements or Limited Common Elements allocated to the Owner's Unit to the public streets. The right to use the Common Elements shall be governed by the provisions of the Condominium Act, this Declaration, the Bylaws, and the rules and regulations of the Association.

ARTICLE 8  
LIMITED COMMON ELEMENTS

8.1 Description, Cost and Use. The Limited Common Elements and the Unit to which each such Limited Common Element is assigned and appurtenant are described and specified in Subsections 8.1.1 and 8.1.2.

8.1.1 The following specified Limited Common Elements are assigned to the Office Tower Unit for the exclusive use of the Office Tower Unit Owner, its successors, representatives, agents, tenants, licensees and invitees therein: All equipment and improvements (other than those Common Elements identified in Subsection 7.1.1) serving only the Office Tower Unit, including utility lines, ducts, pipes, conduits, wires stormwater facilities, and stairwells.

8.1.2 The following specified Limited Common Elements are assigned to the Parking Garage Unit for the exclusive use of the Parking Garage Unit Owner, its successors, representatives, agents, tenants and invitees: All equipment and improvements (other than those Common Elements identified in Subsection 7.1.1) serving only the Parking Garage Unit including utility lines, ducts, pipes, conduits, wires, stormwater facilities, and stairwells.

8.1.3 Reallocation. A Limited Common Element may be reallocated between Units or a Common Element reallocated as a Limited Common Element and incorporated into an existing Unit with the approval of all of the Owners. The reallocation or incorporation shall be reflected in an amendment to the Declaration and the Survey Map and Plans.

8.1.4 Use and Access. The Owner of the Unit to which a Limited Common Element is allocated shall have the right to the exclusive use of the Limited Common Element, which right shall extend to the Owner's tenants and invitees.

## ARTICLE 9 SPECIAL ALLOCATIONS

9.1 Maintenance/Security Room. The maintenance/security room located within the Office Tower Unit but which will house the computer system, security system and other equipment serving the Parking Garage Unit as detailed on the attached Survey Map and Plans shall be within the boundaries of the Office Tower Unit. The Owner of the Parking Garage Unit shall be responsible for paying a Specially Allocated Expense to the Owner of the Office Tower Unit for use of the maintenance/security room which expense shall be set forth in Section 9.3. In addition to the Specially Allocated Expense set forth in Section 9.3, the liability and expenses associated with this room, including but not limited to maintenance and repair of the room and all of the personal property and equipment within the room, and including insurance costs for the personal property and equipment within this room, shall be a Common Expense Liability subject to the allocation in Subsection 6.4.1; provided, however, the Owner of the Office Tower Unit shall be responsible for the real property insurance costs associated with this room pursuant to Section 22.1; provided, further, that any personal property and equipment within this room that serves only one Unit shall be a Limited Common Element associated with that Unit.

9.2 Emergency Generator/Electrical Room. The electrical room located within the Office Tower Unit as detailed on the attached Survey Map and Plans serving the Parking Garage Unit shall be within the boundaries of the Office Tower Unit. The Owner of the Parking Garage Unit shall be responsible for paying a Specially Allocated Expense to the Owner of the Office Tower Unit for use of this room which expense shall be calculated as set forth in Section 9.3. In addition to the Specially Allocated Expense set forth in Section 9.3, the liability and expenses associated with this room, including but not limited to maintenance and repair of the room, and all of the personal property and equipment within the room, and including insurance costs for the personal property and equipment within this room shall be a Common Expense Liability subject to the allocation in Subsection 6.4.1; provided, however, the Owner of the Office Tower Unit shall be responsible for the real property insurance costs associated with this room pursuant to Section 22.1; provided,

further, that any personal property and equipment within this room that serves only one Unit shall be a Limited Common Element associated with that Unit.

9.3 Specially Allocated Expense. For use of the rooms described in Sections 9.1 and 9.2 above, the Owner of the Garage Unit shall pay to the Owner of Office Tower Unit, a Specially Allocated Expense beginning at \$120 a month, on the first of each month. The first payment shall be due upon transfer of the Parking Garage Unit from the Declarant to the City and if the transfer does not occur on the first of a month, the first Specially Allocated Expense payment shall be pro-rated. Thereafter, on January 1<sup>st</sup> of every year, this expense shall be adjusted upward or downward in direct proportion to changes in the cost of living as reflected by the Consumer Price Index. "Consumer Price Index" or "CPI" means the Consumer Price Index, All Urban Consumers, Portland-Vancouver, Ore-Wash, All Items, the standard reference base for which is 1982-84 = 100, as published semi-annually by the Bureau of Labor Statistics of the United States Department of Labor. Such adjustments shall be calculated by multiplying the then amount of the expense by a fraction, the numerator of which is the Current Index and the denominator of which is the Base Index, and by rounding the product up or down to the nearest whole dollar.

9.4 Easements. The easements indicated on the attached Survey Map and Plans labeled Stormwater Facility, south of East 5<sup>th</sup> Street, and labeled Utility Easement on the east side of the Office Tower Unit shall serve and benefit each of the Units within the Condominium as set forth in separate instruments recorded with the Clark County Auditor. The liability and expenses associated with the easements described in this Section, including but not limited to maintenance, repair, improvement and insurance costs shall be a Common Expense Liability subject to the allocation in Subsection 6.4.1.

9.5 City Sidewalks. The sidewalks indicated on the attached Survey Map and Plans located north of the Office Tower Unit along 6<sup>th</sup> Street and west of the Parking Garage Unit lying south of the private north-south roadway between 5<sup>th</sup> and 6<sup>th</sup> Street, are not part of the Condominium but shall serve and benefit each of the Units within the Condominium. The liability and expenses associated with the City sidewalks described in this Section, including but not limited to maintenance, repair, improvement and insurance costs shall be treated as a Common Expense Liability subject to the allocation in Subsection 6.4.1.

9.6 North-South Driveway and Adjacent Sidewalk. The north-south driveway between 5<sup>th</sup> and 6<sup>th</sup> Street and the sidewalks directly adjacent to the driveway on the west and east, shall serve and benefit each of the Units within the Condominium but shall be within the boundaries of the Office Tower Unit. The liability and expenses associated with the north-south driveway and adjacent sidewalks described in this Section, including but not limited to maintenance, repair, improvement and insurance costs shall be treated as a Common Expense Liability subject to the allocation in Subsection 6.4.1.

9.7 Trash Room. The trash room located in the Parking Garage Unit, as detailed on the attached Survey and Plans, shall be within the boundaries of the Parking Garage Unit but shall serve the Office Tower Unit. The Owner of the Office Tower Unit shall be liable for all costs and expenses therefor; provided however, that the Owner of the Parking Garage Unit shall be responsible for the real property insurance associated with the trash room pursuant to Section 22.1.

9.8 South Wall of the Office Tower Unit. The south walls of the Office Tower Unit abutting the Parking Garage Unit, as shown on the Survey Maps and Plans shall be within the boundaries Office Tower Unit; provided, however, that the Owner of the Parking Garage Unit shall be responsible for the maintenance and ordinary repair of the south side of the south wall of the Office Tower Unit where it abuts the Parking Garage Unit. The Owner of the Office Tower Unit shall be responsible for the real property insurance associated with the south walls of the Office Tower Unit.

#### ARTICLE 10 RESERVATION OF EASEMENTS

10.1 Pedestrian Traffic. Declarant hereby reserves to all Owners of the Units, and their tenants, lessees, invitees, licenses and agents, easements over the other Units, the Common Elements and the Limited Common Elements for pedestrian traffic between the Units, in the areas of the other Units specifically constructed and intended for pedestrian use to enter and exit the Units from the other Units and to and from public streets, including sidewalks, walkways, plazas, stairwells, elevators and other similar facilities used for pedestrian access during the regular operating hours of each Unit. Declarant hereby reserves to the Owner of the Office Tower Unit the right to eject from the Office Tower Unit, its Limited Common Elements, and the Common Elements any Persons not authorized to use the same. Declarant hereby reserves to the Owner of the Parking Garage Unit the right to eject from the Parking Garage Unit, its Limited Common Elements, and the Common Elements any Persons not authorized to use the same. In addition, each Owner reserves the right to close off the easement areas of its Unit for such reasonable periods of time as may be (i) legally necessary to prevent the acquisition of prescriptive rights by anyone or (ii) necessary to effect repairs, renovation and restoration required herein; provided however, before closing off any part of the easement areas as provided above, each Owner must give notice to the other Owners of its intention to do so and must coordinate its closing with the other Owners so that no unreasonable interference with the operation of any Unit occurs.

10.2 Vehicular Traffic. Declarant hereby reserves to all Owners of the Units, and their tenants, lessees, invitees, licenses and agents, easements over the Parking Garage Unit and the Office Tower Unit for vehicular traffic in the areas of these Units specifically constructed and intended for vehicular use to enter and exit the Units from the other Units

and to and from public streets. Declarant hereby reserves to the Owner of the Parking Garage Unit, and the Office Tower Unit the right to eject from their respective Unit any Persons not authorized to use the same.

10.3 Utilities. Declarant hereby reserves to the Owners of all Units, and their agents, easements over the other Units, the Common Elements, and the Limited Common Elements for installation, maintenance, flow and passage, use, repair, relocation and removal, and operation of sanitary sewers, storm drains, water and gas mains, electrical power lines, cable television, telephone, telecommunication, security and transmission lines and other utility lines and related facilities and services, together with and including, without limitation, vaults, manholes, meters, pipelines, valves, sprinkler controls, conduits, sewage facilities, and all related facilities, all in the locations shown on the Survey Map and Plans. Each Owner agrees that, except in emergency situations, it will not enter the Units of the other Owners, or disturb or modify any of the Common Elements, in connection with the exercise of its rights under this Section 10.3, without reasonable notice to the other Owners of the purpose and nature of such entry, and will do so in a manner reasonably calculated to provide the least possible disturbance to the business of the other Owners. Any relocation of utility lines pursuant to the provisions of this Section 10.3 shall, to the extent it involves the Units of the other Owners, the Limited Common Elements assigned to other Owners' Units, or the Common Elements, require the approval of such other Owners, which approval shall not be unreasonably withheld.

10.4 Encroachments. To the extent not provided by the definition of "Unit" in the Declaration and in the Condominium Act, Declarant hereby reserves to the Owner of each Unit and all Common and Limited Common Elements easements over all adjoining Units and Common and Limited Common Elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the Condominium or any other similar cause. There shall be easements for the maintenance of the encroaching Units and Common and Limited Common Elements so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment; provided, however, that in no event shall an easement for encroachment be created in favor of a Unit if the encroachment was caused by the willful act with full knowledge of the Owner. The encroachments described in this Section shall not be construed to be encumbrances affecting the marketability of title to any Unit.

10.5 Support. Declarant hereby reserves to the Owner of the Office Tower Unit an easement over the structural portions of the Parking Garage Unit for structural support of the Office Tower Unit. Declarant hereby reserves to the Owner of the Parking Garage Unit an easement over the structural portions of the Office Tower Unit for structural support of the Parking Garage Unit. The Owners of these Units agree to maintain all such structural elements in good condition and repair, and not to modify any such structural element in any manner which could affect the support of the other Unit, without the prior written consent of

the Owner of the other Unit. The Owner of these Units identified in this Section shall have no right to excavate or remove any soil from their respective Units or develop their Unit in any manner which could affect the support of the other Unit without the prior written consent of the Owner of the other Unit, which consent may be withheld in the sole discretion of said Owner.

10.6 Construction; Repair. Declarant hereby reserves to the Owner of each Unit an easement over the other Units, the Common Elements and the Limited Common Elements for the purposes of completing the construction of the improvements constituting the Condominium, and each Owner hereby reserves to the other Owners and to the Association, an easement over the Grantor's Unit, the Common Elements, and the Limited Common Elements for purposes of effecting any necessary repair, rebuilding, or replacement of the improvements constituting the Condominium, provided that any such repair, rebuilding or replacement is effected in compliance with the provisions of this Declaration, and for purposes of constructing any additional improvements or alterations within the Grantee's Unit in accordance with the provisions of this Declaration, provided that the Grantor of this easement shall be required to permit the exercise of the Grantee's rights hereunder with respect to the construction of new improvements within the Grantee's Unit only if the Grantor is reasonably satisfied that such exercise will not unreasonably interfere with the conduct of Grantor's business.

10.7 Nature and Duration of Easements. The Owners of the Units may agree to such other easements as they deem to be in their mutual interests outside of this Declaration which easements shall be binding and enforceable according to their terms. The easements reserved in Sections 10.1 through 10.6 shall run with the land, shall be binding upon and inure to the benefit of the successors and assigns of the Owners and their successors and assigns as Owners of the Units, are appurtenant to the Unit of the Owner to which such easements are reserved, and burden the Units of the other Owners, provided that all such easements shall terminate upon the termination of the Condominium pursuant to Article 28 of this Declaration. An Owner benefited by an easement created by Sections 10.1, 10.2, 10.3, 10.5, or 10.6, is authorized to extend to Users the benefit of such easement subject to such restrictions, regulations and limitations as the benefited Owner believes appropriate, but no such User (other than the Owner) shall have the power or the authority to prevent any termination or modification by the Owners of the easements reflected in such Section or to directly enforce in its own name and interest such Sections of this Declaration. The easements created by Sections 10.1, 10.2, 10.3, 10.5, or 10.6, are non-exclusive, and the Owner(s) of the Unit(s) burdened by all such easements shall have the rights to use the areas subject to all such easements for purposes not inconsistent with the purposes for which the easements are reserved.

ARTICLE 11  
PERMITTED USES; MAINTENANCE; CONVEYANCES

11.1 Residential Purposes. The residential floors within the Office Tower Unit shall be used for residential purposes only, on an ownership, rental or lease basis, and for social, recreational or other reasonable activities normally incident to such use. Allowed uses includes those allowed by the City of Vancouver zoning code unless specifically prohibited in individual leases, rental or possession agreements executed by the Owner of the Office Tower Unit and its lessees or tenants. The subterranean ramp within the Office Tower Unit shall be used for parking and other related purposes serving the residential floors of the Office Tower Unit.

11.2 Office and Retail Purposes. The commercial/office floors within the Office Tower Unit shall be used for commercial purposes only, on an ownership, rental or lease basis, and for other reasonable activities normally incident to such use.

11.3 Parking Garage Unit. The Parking Garage Unit shall be used as a public parking garage only in accordance with the provisions of this Declaration subject to any modifications permitted by the DDA or any attachments thereto.

11.4 Related Agreements. To the extent that the DDA or the Parking Agreement are in effect and applicable, the provisions thereof relating to the use of the West Coast Bank Building shall prevail over any inconsistent provisions hereof.

11.5 Uses Prohibited.

11.5.1 The Owners shall not do or permit anything to be done in or about their respective Units nor bring or keep anything therein which will materially adversely affect the rating of such Unit or the Condominium for fire or other insurance (unless the Owner shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering its Unit or the Condominium or any part thereof, nor shall any Owner sell or permit to be kept, used or sold in or about its Unit any articles which may be prohibited by a standard form policy of fire insurance.

11.5.2 The Owners shall not do or permit anything to be done in or about their respective Units, Limited Common Elements, or the Common Elements which will in any way obstruct or interfere with the rights of Users or Occupants of the other Units or injure or annoy them or use or allow their respective Units, Limited Common Elements, or the Common Elements to be used for any unlawful or objectionable purpose, nor shall any Owner cause, maintain or permit any nuisance in, on or about its Units, Limited Common Elements, or the Common Elements. The Owners shall not commit or suffer to be committed any waste in or upon their respective Units, Limited Common Elements, or the Common Elements.

11.5.3 The Owner of the Units shall not install or permit the installation of any underground storage tanks in the Unit, and no Owner shall allow any person to sell or dispense gasoline from fuel tanks, sell motor oil, nor provide automobile repair services (other than emergency services) in their respective Units.

11.5.4 The Owners shall not use their respective Units nor permit anything to be done in or about their respective Units which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

11.6 Rules and Regulations. The Board may, from time to time, adopt reasonable rules and regulations pertaining to the use of all Common Elements by Owners, Occupants, and Users; provided, however, that all such rules and regulations and other matters affecting Owners, Occupants, and Users shall apply equally and without discrimination. An amendment of such rules and regulations shall not be, nor shall it require an amendment of this Declaration, unless such change conflicts with the terms of this Declaration. The Owners respectively agree to observe and comply with and cause their Occupants and Users to observe and comply with all such rules and regulations.

11.7 Signs.

11.7.1 Signs. The initial signage package for the Condominium shall be provided by the Declarant, at its expense. Any modification or replacement (except an identical replacement) of any such signs in the Condominium, or the installation of any additional signs, shall be subject to the approval of the Owner of the Office Tower Unit. Such approval shall not be unreasonably delayed or withheld, provided that the proposed signs or modifications or replacements (i) are consistent with the general graphics of the Condominium, and (ii) are consistent with first class mixed-use office/residential buildings including a multi-level parking garage.

All costs of maintaining, repairing and replacing signs relating to the Parking Garage Unit shall be borne by the Owner of the Parking Garage Unit. All costs of maintaining, repairing and replacing signs relating to the Office Tower Unit, including the parking area and subterranean ramp portions, shall be borne by the Owner of the Office Tower Unit.

11.8 Leasing of Units. Any lease or rental agreement of any portion of a Unit entered into after the date this Declaration is recorded must provide that its terms shall be subject to and subordinate in all respects to the provisions of the Declaration and the Bylaws and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any such lease of any portion of a Unit does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the Occupant by reason of their being stated in this Declaration.



ARTICLE 12  
MAINTENANCE; SECURITY

12.1 Maintenance of Units, Common Elements, and Limited Common Elements. The Condominium has been structured so that substantially all of the Condominium is either part of a Unit or Limited Common Element in order to minimize the maintenance responsibility of the Association. Each Owner is responsible for maintenance, repair and replacement of the Owner's Unit and the Limited Common Elements allocated to its Unit and any equipment serving that Unit only. Each Owner shall, at the Owner's sole expense, keep its Unit (including its Limited Common Elements) and its improvements, equipment and appurtenances in a clean and sanitary condition, and in good order, condition, and repair and shall do all work at any time necessary to maintain the good appearance and condition of the Unit. Each Owner shall replace any broken glass in the windows or exterior doors of its Unit and promptly remove any graffiti. Each Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, fans and air conditioning or heating equipment which serve only its Unit, whether or not located in the Unit. Each Unit shall be maintained in first-class order, condition and repair in accordance with practices prevailing in first-class mixed-use residential/office tower building including multi-level parking garages, and in accordance with all maintenance requirements and limitations contained in the DDA and the Parking Agreement. Except as provided elsewhere in this Declaration, the Association is responsible for the maintenance, repair and replacement of the Common Elements. The Association may, as a Common Expense, provide for the inspection of any portion of a Unit or Limited Common Element, the failure of which to maintain properly may cause damage to the Common Elements, Limited Common Elements or another Unit or cause unnecessary Common Expenses. If the inspection discloses the need for repair or replacement, the Association may either require the responsible Owner to make the repair or replacement or make the repair or replacement itself and allocate the cost thereof to the Owner.

12.2 Exterior Appearance. The Owners of the Office Tower Unit and the Parking Garage Unit shall maintain in first-class condition and repair the exterior of the Office Tower Unit and the Parking Garage Unit, respectively.

12.3 Specially Allocated Expenses; Special Maintenance Obligations of the Owner of the Office Tower Unit on Behalf of the Association. By way of further elaboration of the maintenance obligations of the Unit Owners rather than the Association and notwithstanding any conflicting provisions of Article 9 and Section 12.1, the Owner of the Office Tower Unit shall provide for (i) maintenance, repair, and replacement of all elevators within the Condominium serving only the Office Tower Unit, but not including elevators serving only the Parking Garage Unit, which shall be the responsibility of the Owner of the Parking Garage Unit. In addition the Owner of the Parking Garage Unit shall

be solely responsible for the maintenance of the Parking Garage Unit pursuant to the terms of the Parking Agreement.

12.4 Security. In addition to the security provided for in the Parking Agreement which is the responsibility of the Owner of the Parking Garage Unit, the Association may provide security services for the entire Condominium which benefits all Unit Owners. Such services may include, without limitation, both alarm and other monitoring services as well as on-site security personnel, twenty-four (24) hours a day, 365 days a year, and shall be consistent with first class mixed-use residential/office tower buildings including a multi-level parking garage. The costs of such security services shall be a Common Expense Liability.

### ARTICLE 13 CONVEYANCE OF UNITS

Except as set forth in the DDA, the right of an Owner to convey a Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to convey a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying (a) the Unit being sold; (b) the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and (c) the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested. Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and furnish the name and address of the new Owner and Mortgagee, if any. This Article shall not apply to any residential unit or unit owners' association created within the Office Tower Unit under Article 27.

### ARTICLE 14 ENTRY FOR REPAIRS OR MAINTENANCE

The Association and its agents or employees may enter any Unit or the Limited Common Elements allocated thereto to effect repairs, improvements, replacements, maintenance or sanitation work deemed by the Board to be necessary in the performance of its duties, to do necessary work that the Owner has failed to perform, or to prevent damage to the Common Elements, the Limited Common Elements, or to another Unit. Except in cases of great emergency that preclude advance notice, the Board shall cause the Unit occupant to be given notice as far in advance of entry as is reasonably practicable. Such entry shall be made with as little inconvenience to the Owners and occupants as practicable. The Board may levy a Special Assessment against the Owner of the Unit for all or part of

the cost of work that the Owner has failed to perform which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 18.

## ARTICLE 15 OWNERS ASSOCIATION

15.1 Form of Association. The Owners of Units shall constitute an Owners Association to be known as the West Coast Bank Building Condominium Association. The Association shall be organized as a nonprofit corporation. The Association shall be governed by the Board of two (2) directors, as specified in Section 16.1 hereof. The rights and duties of the Board and of the Association shall be governed by the provisions of the Condominium Act, the Declaration, the Articles, and the Bylaws. The Owner of the Office Tower Unit shall represent any residential unit owners or unit owners association created within the Office Tower Unit pursuant to Article 27 in the Owners Association created under this Article 15.

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

15.3 Qualification and Transfer. There shall be one member representing the Owner of the Parking Garage Unit and one member representing the Owner of the Office Tower Unit. Ownership of a Unit shall be the sole qualification for membership in the Association. A membership shall not be transferred in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association to the new Owner.

15.4 Number of Votes. The total voting power of all Owners shall be two (2) votes. There shall be one vote allocated to the Owner of the Parking Garage Unit and one vote allocated to the Owner of the Office Tower Unit.

15.5 Powers of the Association. In addition to those actions authorized elsewhere in the Declaration, and subject to the limitations set forth elsewhere in this Declaration, the Association shall have the power to:

15.5.1 Adopt and amend the Articles, the Bylaws, and reasonable rules and regulations for the Condominium.

15.5.2 Adopt and amend budgets for revenues, expenditures and reserves, and impose and collect Assessments for Common Expenses and the Limited Common Expenses, Specially Allocated Expenses, and Special Assessments from Owners.

15.5.3 Hire and discharge or contract with Managing Agents and other employees, agents, and independent contractors.

15.5.4 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or the Owners on matters affecting the Condominium.

15.5.5 Make contracts and incur liabilities.

15.5.6 Regulate the use, maintenance, repair, replacement, and modification of the Common Elements.

15.5.7 Cause additional improvements to be made as part of the Common Elements or to acquire, hold, encumber, convey, and dispose of, in the Association's name, right, title, or interest to real or tangible and intangible personal property. The beneficial interest in any property acquired by the Association pursuant to this Section shall be owned by the Owners in the same proportion as their respective interests in the Common Elements and shall thereafter be held, sold, leased, mortgaged or otherwise dealt with as the Board shall determine.

15.5.8 Grant easements, leases, licenses, and concessions through or over the Common Elements and Limited Common Elements including but not limited to adjacent property owners.

15.5.9 Impose and collect fees or charges for services provided to Owners.

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

15.5.11 Impose and collect reasonable charges for late payment of Assessments as further provided in Article 17 and Article 18, and, in accordance with such procedures as provided in this Declaration, the Bylaws, or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of this Declaration, the Bylaws, and rules and regulations of the Association.

15.5.12 Impose and collect reasonable charges for the preparation and recording of amendments to this Declaration, and statements of unpaid Assessments.

15.5.13 Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance.

15.5.14 Exercise any other powers conferred on the Association by this Declaration or the Bylaws.

15.5.15 Exercise all other powers that may be exercised in this state by the same type of corporation as the Association.

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

15.5.17 Limitation on Powers. Notwithstanding any provision of this Declaration to the contrary, the Association shall have no authority to enforce any provision of the DDA or the Parking Agreement.

15.6 Financial Statements and Records. The Association shall keep financial records in accordance with generally accepted accounting principles and the Bylaws. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The financial statement shall be completed in time for the Association's annual meeting and in any event within ninety (90) days following the end of the fiscal year. Such financial statement shall be audited annually by a certified public accountant designated by the Board. A copy of the report of such auditor shall be provided to each Owner.

15.7 Inspection of Condominium Documents, Books and Records. Upon **twenty-four** (24) hours' written notice, the Association shall make available to Owners, Mortgagees, prospective purchasers of a Unit and their prospective Mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, and other books, records, and financial statements and records of the Association. Records of the Association do not include the individual records, financial statements or other documentation pertaining to the Unit Owner. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

## ARTICLE 16 THE BOARD

16.1 Selection of the Board and Officers. The Owners shall elect a Board of two (2) directors. The Owner of the Office Tower Unit shall select one member of the Board and the Owner of the Parking Garage Unit shall select one member of the Board. The terms

of service of the Board members shall be specified in the Bylaws. Any vacancy on the Board resulting from the resignation, death, or other withdrawal of a member of the Board shall be filled by the designee of the Owner which elected the resigned, deceased, or withdrawn member. The Board shall elect officers in accordance with the procedures provided in the Bylaws. The members of the Board shall take office upon election. Removal of Board members shall be as provided in the Bylaws.

16.2 Disputes; Mediation. In the event a dispute arises between Board members arising out of or relating to this Declaration, prior to initiating arbitration as set forth hereinbelow, the Board members may submit such dispute to a mutually agreed upon mediator, and to continue good faith mediation efforts until such dispute is resolved or a Board member notifies the others in writing that it elects to withdraw from mediation and in such case such dispute shall be subject to Section 16.3.

16.3 Actions by the Board; Arbitration. All actions of the Board shall require the approval of both Board members. Any deadlock on a matter requiring Board action (including any deadlock arising out of the inability to obtain a quorum at a meeting of the Board) or any dispute between Board members which cannot be resolved by the Board members shall be resolved as follows: Within thirty (30) days after the request of any Owner, the Board shall select an individual to be its arbitrator under this Section 16.3, and an individual to be an alternate arbitrator under this Section 16.3. If the Board is unable to agree on the selection of the arbitrator, such selection shall be made by the presiding judge of the Clark County Superior Court, upon the application of either Board member. The arbitrator shall be an attorney with at least five (5) years' condominium experience. The individuals so selected shall serve as the Board's arbitrator, and alternate arbitrator, respectively, for a term of one (1) year, subject to renewal by the Board. If an arbitrator or alternate arbitrator dies or resigns, the Board shall select a new alternate arbitrator (if the deceased or resigning arbitrator is not the alternate arbitrator, the alternate arbitrator shall become the arbitrator) within thirty (30) days. Any dispute between the Board members as to the selection of the alternate arbitrator may be submitted to arbitration under this Section 16.3. Any arbitrator or alternate arbitrator selected by the Board (i) shall be "neutral" in that he or she shall have no preconceived bias in favor of, and no past or present relationship with, any Owner, (ii) shall not have any past or present, direct or indirect, financial interest in any Owner, (iii) shall be an expert in commercial property management, in real property law, or in financial or insurance matters related to condominiums, and (iv) shall be located in the greater Portland-Vancouver, Washington area.

The contracts with the arbitrator and alternate arbitrator shall require thirty (30) days written notice of the arbitrator's or alternate arbitrator's resignation and shall provide that the Board may remove the arbitrator or alternate arbitrator at any time upon written notice. The contract also shall provide that upon submission of a dispute to the arbitrator, the arbitrator shall certify to the Board as to his or her neutrality as described in clause (i) above and as to his or her financial independence as described in clause (ii) above and also shall disclose any

circumstances likely to affect his/her impartiality with regard to the instant dispute. If the arbitrator does not so certify as to clauses (i) and (ii), the Board shall remove the arbitrator, the alternate arbitrator shall become the arbitrator, and the Board shall select another alternate arbitrator. If the arbitrator discloses circumstances affecting his/her impartiality, the Board shall use the alternate arbitrator to settle the instant dispute, but may retain the existing arbitrator if the circumstances do not appear to be likely to affect future disputes.

The Board shall pay the arbitrator such fees as the Board deems appropriate, and may reimburse the arbitrator for any expenses incurred by him or her hereunder. In the event of a deadlock on any matter requiring Board action, either Board member may submit the matter to the designated arbitrator by written notice to the arbitrator and the other Board member, which notice shall specify in detail the matter to be decided and whether the Board member requesting arbitration desires a hearing before the arbitrator. Any issue about whether a matter must be arbitrated shall be determined by the arbitrator.

Each Board member shall have ten (10) business days following receipt of notice to submit to the arbitrator such written materials as each deems appropriate. The Board member receiving the aforesaid notice shall have five (5) business days within which to request, by written notice to the arbitrator and the other Board member, a hearing before the arbitrator. If either Board member requests a hearing, the arbitrator shall schedule such hearing as soon as practicable following the expiration of the period for submission of written materials. The arbitrator may request submission of such additional written or oral information as the arbitrator deems necessary to resolve the dispute.

The arbitrator shall decide the matter submitted within five (5) business days after the final submissions or the hearing, as applicable. The decision of the arbitrator shall be deemed for all purposes to be the decision of the Board.

Notwithstanding the foregoing, the arbitrator shall have no power to award damages or to order injunctive relief, to award attorney's fees to either party, or to require any Owner to take any action in violation of, or exceeding its authority under, applicable law. The provisions for arbitration contained in this Section 16.3 shall apply only to actions or disputes of the Board and shall not apply to decisions, actions or votes of the Owners, except as expressly provided in Section 17.4.

16.4 Powers of the Board. Except in cases where the Condominium Act or this Declaration expressly requires the vote or approval of the Owners, all actions of the Association shall be taken by, and all powers of the Association shall be exercised by, the Board, in accordance with Section 16.3.

16.5 Managing Agent. The Board may contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Condominium and may delegate such of its powers and duties to the Managing Agent as it deems to be

appropriate, except as limited herein. Costs and Expenses related to engaging a Management Agent shall be a Common Liability Expense.

16.6 Limitations on Board Authority. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners, to terminate the Condominium, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board.

## ARTICLE 17 BUDGET AND ASSESSMENTS

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

17.2 Preparation of Budget. Not less than ninety (90) days before the end of the fiscal year the Board shall adopt a preliminary budget for the Association for the coming year. In preparing its preliminary budget the Board shall estimate the Common Expenses (allocated to each Unit), Limited Common Expenses (allocated to each Unit) and Specially Allocated Expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, including amounts reasonably anticipated to be required for the maintenance, repair, and replacement of the Common Elements and Limited Common Elements, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association.

17.3 Creation of Reserves. The Board shall create reserve account(s) for the replacement of Common Elements and Limited Common Elements, which by their nature require periodic or substantial replacement. The amount of such reserves shall be fully funded over the useful life of the item to be replaced. The Board shall make all reasonable efforts to ensure that reserves are fully adequate to cover all reasonably foreseeable replacement costs, including hiring independent consultants to evaluate the useful life of various components of the Common Elements and Limited Common Elements should that be requested by any Owner. The Board shall create a special reserve for use solely for the accumulation of all Association insurance premiums.

17.4 Ratification of Budget. Within thirty (30) days after adoption of the preliminary budget for the Condominium, the Board shall provide a summary of the preliminary budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the preliminary budget not less than 14 nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners both reject the budget, the budget is ratified, whether or not a quorum is present, and the preliminary budget shall be the final budget. If the preliminary budget submitted to the Owners is the result of an



arbitration pursuant to Section 16.3, the Owners shall be bound by the results of that arbitration, and shall ratify the budget submitted. In the event the preliminary budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board. If the Board proposes a supplemental budget during any fiscal year that results in an increase in an Owner's Assessments, such budget shall not take effect unless ratified by the Owners in accordance with this Section.

17.5 Supplemental Budget. If during the year the budget proves to be inadequate for any reason, including nonpayment of any Owner's Assessments, the Board may prepare a supplemental budget for the remainder of the year. A supplemental budget shall be ratified pursuant to Section 17.4.

17.6 Assessments for Common Expenses and Special Allocations. The sums required by the Association for Common Expenses, Limited Common Expenses and Special Allocations, as reflected by the annual budget and any supplemental budgets, shall be divided into installments to be paid each month over the period of time covered by the budget or supplemental budget. The Assessment for Common Expenses shall be allocated pursuant to Section 6.4. Each Unit shall be assessed the Limited Common Expenses allocable to the Limited Common Elements assigned to that Unit. Assessments for Special Allocations for electricity, water, sewer, garbage, gas and steam shall be allocated to the Units based on actual usage and expense, as determined by special contracting, metering or any other reasonable method determined by the Board. The allocations shall be reviewed quarterly by the Board and adjusted if necessary to reflect actual usage and expense. In the event the Board is unable to agree on an allocation and the issue is submitted to arbitration pursuant to Section 16.3, the prior method or formulas for allocating utility expenses shall continue until a new method or formula is established by arbitration or agreement of the Board. Each Unit shall be assessed its share of Specially Allocated Expenses for the Association's special obligations under Article 9 and Article 12 and for any other Specially Allocated Expenses set forth in this Declaration approved by the Board pursuant to this Section 17.6. The Board may designate other expenditures and liabilities of the Association as Specially Allocated Expenses, and allocate to each Unit a percentage share of such Specially Allocated Expenses so designated. To the extent that any Common Expense is caused by the misconduct of an Owner or tenant of any Unit, the Association may assess that expense against that Unit. All utility charges, including, without limitation, charges for electricity, sewer, water, garbage, and gas, shall be separately metered and separately charged to the Units directly by the utility providers, and shall not be Common Expenses, unless otherwise agreed to by the Unit Owners and in such case, utility charges shall be apportioned according to use.

17.7 Commencement of Assessments. Monthly Assessments (or a pro rata portion thereof) begin accruing for all Units upon the opening for business of either the Office Tower Unit or the Parking Garage Unit, or on such other date as is specified by the Board.

The date such monthly Assessment commences is referred to herein as the "Assessment Date."

17.8 Initial Contribution to Working Capital. On the Assessment Date, each Owner shall pay to the Association, as a nonrefundable initial contribution to the Association's working capital, an amount equal to two times the estimated monthly Assessments against its Unit.

17.9 Special Assessments. The Board may levy a Special Assessment for those Common Expenses, Limited Common Expenses or Specially Allocated Expenses which were not previously anticipated or which cannot reasonably be calculated and paid on a monthly basis.

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

17.11 Payment of Monthly Assessments. On or before the tenth day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit for that month. Any Assessment not paid by the tenth day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges and collection procedures as provided in Section 18.7.

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

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

17.14 Certificate of Unpaid Assessments. Within thirty (30) days after the request of any Owner or Mortgagee of a Unit, the Board will furnish a certificate stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and Mortgagees of the Unit who rely on the certificate

in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

17.15 Recalculation of Assessments. If Common Expenses or Limited Common Expenses or Specially Allocated Expenses are reallocated, Assessments for Common Expenses, Limited Common Expenses, Specially Allocated Expenses, Special Assessments, and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities.

17.16 Reconciliation of Assessments to Actual Expenses. The Association shall establish and maintain its accounts and records in such a manner that will enable it to deposit the Assessments for Common Expenses, Limited Common Expenses, and Specially Allocated Expenses including allocations to reserves, and income to the Association to the account of the appropriate Units and make its expenditures from the appropriate accounts. In order that the Unit Owners are correctly assessed for the actual expenses of the Association, the accounts of the Association shall be reconciled at least annually; and any surpluses (or deficits) in the accounts shall be credited to the benefit of or paid to (or charged to the account of or assessed against) the Owners of the Units who paid the surplus (or owe the deficit).

## ARTICLE 18 LIEN AND COLLECTION OF ASSESSMENTS

18.1 Assessments Are a Lien; Priority. Except as provided in Section 18.10, the Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due. A lien under this Section shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of this Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Unit. Recording of this Declaration constitutes record notice and perfection of the lien for Assessments; however, the Association may record a notice of claim of lien for Assessments under this Section in the real property records of the county in which the Condominium is located.

18.2 Lien May Be Foreclosed; Judicial Foreclosure. Except as provided in Section 18.10, the lien arising under this Section may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12 (or non-judicially in the manner set forth in Section 18.3). 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. Except as provided in the exception set forth in Section 18.1(b), the Mortgagee or other purchaser of a Unit who obtains the right of possession of a Unit through foreclosure shall not be liable for any Assessments or installments thereof that become due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

18.3 Nonjudicial Foreclosure. Except as provided in Section 18.10, a lien arising under this Section may be foreclosed non-judicially in the manner set forth in RCW 61.24 for nonjudicial foreclosure deeds of trust. For the purpose of preserving the Association's nonjudicial foreclosure option, this Declaration shall be considered to create a grant of each Unit in trust to Chicago Title Insurance Company or its successors or assigns ("Trustee"), to secure the obligations of each Unit Owner ("Grantor") to the Association ("Beneficiary") for the payment of Assessments. Grantors shall retain the right to possession of Grantor's Unit so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have a power of sale with respect to each Unit, which becomes operative in the case of a default in a Grantor's obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes.

18.4 Assessments Are Personal Obligation. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges provided in this Section, shall be the personal obligation of the Owner of the Unit when the Assessments are made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

18.5 Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt as instituted within three (3) years after the amount of the Assessments sought to be recovered becomes due.

18.6 Joint and Several Liability. In addition to constituting a lien on the Unit, in a voluntary conveyance, the Grantee of a Unit shall be jointly and severally liable with the Grantor for all unpaid Assessments against the Grantor up to the time of the Grantor's conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

18.7 Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof in the absence of another



established non-usurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

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

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

18.10 No Lien on City Property. Notwithstanding any other provision of this Declaration to the contrary, if any Unit is owned by the City or other local governmental entity within the meaning of RCW 6.17.080, as it may be amended from time to time, no lien created by this Article 18 shall attach to the Unit or Units owned by the City or such local governmental entity, provided that this Section 18.10 shall not affect the liability of the City or such local governmental entity for the payment of any Assessments hereunder, which shall, as provided in Section 18.4, be the personal obligation of the City or such local governmental entity.

ARTICLE 19

ENFORCEMENT OF DECLARATION, BYLAWS AND RULES AND REGULATIONS

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

19.2 Failure of Board to Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any

requirement shall be effective unless expressed in writing and signed for the Board. This Section also extends to the Declarant.

19.3 Attorney Fees. In the event a suit, proceeding, arbitration or action of any nature whatsoever is instituted, including without limitation any proceeding under the U.S. Bankruptcy Code, or the services of any attorney are retained to enforce any term, condition, or covenant of this Declaration, or to procure an adjudication, interpretation or determination of the rights of any party subject to this Declaration, the prevailing party shall be entitled to recover from the other party, in addition to any award of costs or disbursements provided by statute, reasonable sums as attorney fees and costs and expenses, including paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such suit, proceeding, or action, including appeal or bankruptcy proceeding, which sum shall be included in any judgment or decree entered therein and such amounts awarded shall be in addition to all other amounts provided by law.

## ARTICLE 20 TORT AND CONTRACT LIABILITY

20.1 Actions. An action alleging a wrong done by the Association must be brought against the Association and not against any Owner or any officer or director of the Association. An Owner is not precluded from bringing an action contemplated by this Section because it is a Unit Owner or a member or officer of the Association.

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

20.3 No Personal Liability. So long as a Board member, or Association committee member, or Association officer, or the Declarant or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such

person; provided, that this Section shall not apply to the extent the consequences of such act, omission, error, or negligence are covered by insurance obtained by the Board.

## ARTICLE 21 INDEMNIFICATION AND RELEASE

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

## ARTICLE 22 INSURANCE

22.1 General. The Units have been defined broadly so as to reduce the extent of Common Elements and the need for Association insurance. Except as otherwise provided herein, the Unit Owners shall be responsible for obtaining insurance covering their respective Units and Limited Common Elements and the Association shall maintain the insurance set forth in this Section 22.1; provided that the Association may, with the consent of the Owners of all of the Units, obtain insurance on any other portion of the Condominium that the Board determines to be in the best interests of the Unit Owners and the Association. The Board shall also obtain and maintain on behalf of the Association a policy or policies and bonds necessary to provide: (a) property insurance on Common Elements; (b) commercial general liability insurance covering the Condominium; (c) fidelity bonds; (d) workers' compensation insurance to the extent required by applicable laws; (e) directors and officers liability insurance for the directors and officers of the Association; and (f) such other insurance as the Board deems advisable. However, each Owner shall obtain and maintain, or cause to be obtained and maintained, all insurance required in this Declaration, or the Parking Agreement with regard to each Owner's Unit and the Limited Common Elements associated with that Unit.

No later than sixty (60) days prior to each expiration date of each insurance policy authorized by this Section, the Board shall review the adequacy of the insurance coverage for the Condominium and the Association's existing insurance coverage. All insurance shall

be obtained from insurance carriers with a minimum A-VIII Best's financial rating and authorized to do business in the state of Washington, and in obtaining any such insurance the Board purchase policies at commercially competitive rates. All such insurance policies and fidelity bonds shall provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least forty-five (45) days' prior written notice of cancellation (except ten (10) days notice for non-payment of premiums) to any and all insureds named therein, including Owners.

22.2 Property Insurance. The property insurance policy shall, at the minimum, insure, on a replacement cost basis, against loss of or damage to the Common Elements, and all fixtures and personal property belonging to the Association from causes that are from time to time included as covered risks under standard insurance industry practices in policies known as "All Risk of Physical Loss or Damage (Special Form) of Real or Personal Property, including Earthquake and Flood." The property insurance policy shall contain such endorsements as the Board may deem necessary, and which are available. Subject to any requirement of any Eligible Mortgagee holding a first Mortgage on one or both of the Units that the insurance proceeds allocable to the Common Elements encumbered by its Mortgage be paid to such eligible Mortgagee for disbursement as reconstruction progresses, the Association shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Each Owner and the Owner's Mortgagee, if any, shall be a beneficiary of the policy. Certificates of insurance and certified copies of the insurance policy shall be issued to each Owner and Mortgagee upon request. The premium for the property insurance policy shall be allocated to and paid by each Unit.

22.3 Commercial General Liability Insurance. The commercial general liability insurance shall insure the Board, the Association, the Owners, and any Managing Agent, shall cover all of the Condominium, and shall name the Declarant and the City as an additional insured. Such policy shall include a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Condominium, liability in connection with employment contracts of the Association, host liquor liability, employers' liability (stop gap) insurance, non-owned and hired automobile liability insurance, and such other risks as are customarily covered with respect to first-class mixed-use residential office buildings with multi-level parking garages of similar construction, location and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall have combined single limits in amounts that are commercially reasonable for similar projects. The Association shall cause the liability insurance policy to allocate the premium for such policy among the Common Elements, the Parking Garage Unit (including its Limited Common Elements), and the Office Tower Unit (including its Limited Common Elements), which allocation shall be determined by multiplying the square





footage of each Unit by the "calculated liability rate per square foot" (amount of premium divided by total square footage of all Units).

22.4 Power of Attorney. Subject to any requirement of any Eligible Mortgagee holding a first Mortgage on one or both of the Units that the insurance proceeds allocable to the Common Elements encumbered by its Mortgage be paid to such eligible Mortgagee for disbursement as reconstruction progresses, any insurance proceeds shall be made payable to the Association. Any insurance proceeds paid to the Eligible Mortgagee shall reduce the underlying debt the corresponding amount. The Association shall have exclusive authority to negotiate losses under the policies, provided that (i) to the extent that its Mortgage so requires, an Eligible Mortgagee holding a first Mortgage on a Unit may participate in such negotiations with respect to the proceeds allocable to the Common Elements subject to the Mortgage, and (ii) if Substantial Damage (as defined in Subsection 23.3.2) occurs to the Common Elements, the Owners shall have the right to adjust the losses allocable to their respective Units. Subject to the provisions of Section 22.9, the proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated. With respect to any insurance policies held by the Association, each Owner appoints the Association as attorney-in-fact for the purpose of collection and appropriate disposition of insurance proceeds, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes.

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

22.5.1 Each Unit Owner shall be an insured Person under the policy with respect to liability arising out of the Owner's interest in the Condominium or membership in the Association.

22.5.2 Such policies shall not provide for contribution by (or Assessment against) Mortgagees or become a lien on the Condominium superior to the lien of a first Mortgage.

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

22.5.4 Coverage shall not be prejudiced by: (a) any act, omission or neglect of the Owners of Units when such act or neglect is not within the scope of the Owner's authority on behalf of the Association, or (b) failure of the Association to comply



with any warranty or condition with regard to any portion of the premises over which the Association has no control.

22.5.5 A waiver of subrogation by the insurer as to any and all claims against the Association, the Owner and/or their respective agents, employees, lessees, sublessees, assigns, concessionaires, or any other Occupant, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

22.5.6 A standard mortgagee clause which shall:

(a) Provide that any reference to a Mortgagee in the policy shall mean and include all holders of Mortgages of any Unit or Unit lease or sublease in their respective order of preference, whether or not named therein;

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

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

(d) Subject to any requirement of a first Mortgage on a Unit by an Eligible Mortgagee that the insurance proceeds allocable to the Common Elements encumbered by such Mortgage be paid to such Eligible Mortgagee for disbursement as restoration progresses, provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Association. Any insurance proceeds paid to the Eligible Mortgagee shall reduce the underlying debt the corresponding amount.

22.6 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other persons who handle or are responsible for handling funds of, or funds administered by the Association. The Managing Agent shall maintain fidelity insurance for the officers, employees, and agents who handle or who are responsible for handling funds of, or funds administered by the Association. The Association shall be the named insured under all such fidelity insurance, which shall have coverage limits not less than the estimated maximum of funds, including reserve funds, in custody of the Association at any time during the term of each policy, but, in no event, shall the aggregate amount of policies be less than three (3) months' aggregate Assessments plus reserve funds. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

22.7 Directors and Officers Insurance. The directors and officers liability policy shall, at a minimum insure each director and officer of the Association against any loss arising from any claim for any alleged wrongful act made by such person while acting in his/her capacity as director or officer of the Association, except to the extent that the Association has indemnified said directors or officers. In the event of such indemnification, the directors and officers liability policy shall reimburse the Association for any loss arising from any claim, of the type described in the previous sentence, against said directors or officers. The policy shall have a combined single limit of liability in an amount that is commercially reasonable for a similar project.

22.8 Owners' Individual Insurance. An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit covering the same acts or omissions covered by the Association's insurance policies. Any such insurance shall contain a waiver of subrogation in favor of the Association and each other Owner or Occupant of the Condominium, and each Owner shall upon request of the Association deliver to the Owner a certificate of insurance showing that such waiver of subrogation is in effect.

22.9 Insurance Premiums. All insurance premiums allocated to the Common Elements, or to the business of the Association shall be Common Expenses. Insurance premiums allocated to the Units (including the respective Limited Common Elements allocated to each Unit) shall be Specially Allocated Expenses, allocated to the Units.

22.10 Self-Insurance. The obligations set forth in this Article 22 for Owners to procure insurance policies shall be subject to the right of any Owner that is a municipal corporation or other governmental entity to self-insure for all or some of the specified coverages or to maintain insurance policies with deductibles larger than otherwise permitted. Any public Owner that elects to self-insure shall, upon purchase of the Unit and as may be requested by the Association, from time to time, provide the Association with certification that the Owner maintains a program of self-insurance that is in full force and effect and that is actuarially sound. Such Owner shall provide the Association thirty (30) days advance notice of any change in the Owner's self-insured status.



ARTICLE 23  
DAMAGE AND REPAIR COMMON ELEMENTS

23.1 Initial Board Determination. In the event of damage to the Common Elements of the Condominium, the Board shall promptly, and in all events within thirty (30) days after the date of damage, make the following determinations with respect thereto, employing such advice as the Board deems advisable:

23.1.1 The nature and extent of the damage, together with an inventory of the improvements and property directly affected thereby.

23.1.2 A reasonably reliable estimate of the cost to repair the damage allocated among the Units (including their respective Limited Common Elements) as a Common Expense Liability, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

23.1.3 The expected insurance proceeds, if any, allocated among the Units (including their respective Limited Common Elements) and the Common Elements to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

23.1.4 The amount, if any, for each Unit (including the Limited Common Elements allocated to it) as a Common Expense Liability, by which the estimated cost of repair exceeds the expected insurance proceeds, and the amount of the Assessments that would have to be made against each Unit if the excess cost of repairing Common Elements were to be paid as Common Expenses and assessed against the Units in proportion to their Common Expense Liability.

23.2 Notice of Damage. The Board shall promptly, and in all events within thirty (30) days after the date of damage to any of the Common Elements, file a proof of loss statement with the insurance company if the loss is covered by insurance and abide by all terms and conditions of its insurance policies, unless the Board determines it would not be in the best interest of the Association to file a proof of loss. The Board shall then provide each Owner and each holder of a first Mortgage on a Unit with a written notice describing the damage and summarizing the initial Board determinations made under Section 23.1. If the Board fails to do so within the thirty (30) day period, any Owner or Mortgagee may make the determinations required under Section 23.1 and give the notice required under this Section.

23.3 Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Section:

23.3.1 "Damage" shall mean all kinds of damage, whether of slight degree or total destruction.

23.3.2 "Substantial Damage" shall mean that based on reconstruction estimates from reputable contractors the cost of repair exceeds One Million Dollars (\$1,000,000).

23.3.3 "Repair" shall mean restoring the improvements to substantially the condition they were in before they were damaged, with each Unit and the Common Elements and Limited Common Elements having substantially the same boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

23.3.4 "Emergency Work" shall mean work that the Board deems reasonably necessary to avoid further damage or substantial diminution in value to the improvements and to protect the Owners from liability from the condition of the site.

23.4 Execution of Repair.

23.4.1 Unless prior to the commencement of repair work (other than Emergency Work), the Owners shall have decided in accordance with this Article 23 not to repair the Common Elements, the Board shall promptly repair the damage and use the available insurance proceeds therefor, subject to the requirements of any Eligible Mortgagee holding a first Mortgage on one or both of the Units. If the cost of repair of the Common Elements exceeds the available insurance proceeds the Board shall impose Assessments against all Units in proportion to their Common Expense Liability in an aggregate amount sufficient to pay the excess costs.

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

The Board shall require any building service vendor, general contractor or subcontractor making repairs or providing services to provide a certificate of general liability insurance evidencing coverage of not less than One Million Dollars (\$1,000,000) for bodily injury or property damages liability and with aggregate limits of not less than One

Million Dollars (\$1,000,000) per occurrence and naming the Association as an additional insured.

23.5 Damage Not Substantial. If the damage as determined under Subsection 23.3.2 is not substantial, the damage shall be repaired as provided in Section 23.4.

23.6 Substantial Damage. If the damage is determined under Subsection 23.3.2 to be substantial, the provisions of this Section shall apply.

23.6.1 The Board shall promptly, and in all events within thirty (30) days after the date of damage, call a special Owners' meeting to consider repairing the damage. If the Board fails to do so within thirty (30) days, then notwithstanding the provision of the Bylaws, any Owner or first Mortgagee of a Unit may call and conduct the meeting.

23.6.2 Except for Emergency Work, no repairs shall be commenced until the conclusion of the special Owners' meeting.

23.6.3 At the special meeting, the following consent requirements will apply:

(a) The Owners shall be deemed to have elected to repair the damage in accordance with the original plan unless both of the Owners have given their written consent not to repair the damage.

(b) The unanimous consent of all Owners will be required to elect to rebuild in accordance with a plan that is different from the original plans as the same may have been previously amended pursuant to this Declaration.

(c) In addition to the consent by the Owners specified above, any election not to repair the damage or not to rebuild in accordance with the original plan require the approval of all Eligible Mortgagees who hold first Mortgages on Units.

(d) Failure to conduct the special meeting provided for under Subsection 23.6.2 within ninety (90) days after the date of damage shall be deemed a unanimous decision to repair the damage in accordance with the original plan.

23.7 Effect of Decision Not to Repair. In the event of a decision under Section 23.6 not to repair the damage, the Board may nevertheless expend so much of the insurance proceeds and common funds as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the property shall thereafter be held and distributed as provided in RCW 64.34.268 as now or hereafter amended.



23.8 Damage to and Repair of Individual Units. In the event that damage, whether substantial or otherwise, occurs only to an individual Unit, including a Limited Common Element assigned to that Unit, the Owner of the damaged Unit shall be required to repair and restore the Unit to the condition that existed before the damage, whether insurance proceeds are available or not, unless otherwise agreed to by all Owners except if the repair and restoration is required by a Unit Owner's Eligible Mortgagee pursuant to the loan documents.

## ARTICLE 24 CONDEMNATION

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

24.2 Right to Act. Each of the Owners affected by any condemnation or eminent domain proceeding may individually or jointly act on their own behalf.

24.3 Condemnation of All or Substantially All of a Unit. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and its appurtenant interest in the Condominium, whether or not any Common Elements or Limited Common Elements are acquired. The proceeds from the condemnation of a Unit shall be paid to the Owner or lienholder of the Unit, as their interests may appear. If the decree of condemnation provides that the condemning authority is acquiring the Unit so acquired subject to this Declaration, the condemning authority shall become the Owner of the Unit so acquired subject to this Declaration. If the decree of condemnation provides that the condemning authority is acquiring the Unit so acquired free of the terms and conditions of this Declaration, or if the condemning authority is acquiring all Units, then this Declaration shall terminate upon the conveyance of title to the condemning authority.

24.4 Condemnation of Part of a Unit. Except as provided in Section 24.3, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements and Limited Common Elements, whether or not any Common Elements or Limited Common Elements are acquired. The proceeds from the condemnation of a Unit shall be paid to the Owner or lienholder of the Unit, as their interests may appear. If the decree of condemnation provides that the condemning authority is acquiring the portion of the Unit so

acquired free of the terms and conditions of this Declaration, then there shall be no reallocation of Allocated Interests. If the decree of condemnation provides that the condemning authority is acquiring the portion of the Unit so acquired subject to this Declaration, then the Association shall promptly prepare and cause to be executed an appropriate amendment of this Declaration reflecting the subdivision of the partially acquired and reallocating the Allocated Interests of the partially acquired Unit between the remaining portion of the Unit and the new unit created by such subdivision. Any remnant of a Unit remaining after part of a Unit is taken under this Section remains a part of that Unit.

24.5 Condemnation of Common Element or Limited Common Element. If part of the Common Elements is acquired by condemnation, the portion of the award attributable to the Common Elements taken shall be paid to the Owners (or their lienholders) based on their respective interests in the Common Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be allocated to the Owner (or their lienholders) of the Unit to which that Limited Common Element was allocated at the time of the acquisition by the condemning authority.

24.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 23.

#### ARTICLE 25 PROCEDURE FOR SUBDIVIDING OR ALTERING UNITS

25.1 Submission of Proposal to Subdivide Unit. No Unit or Units shall be subdivided either by agreement or legal proceedings, except as provided in this Article or Article 27. An Owner may propose subdividing a Unit or Units by submitting the proposal in writing to the Board and to all other Owners and Mortgagees of the Unit to be subdivided or combined. Such proposal to subdivide must also be given to every first Mortgagee of any Unit in the Condominium. The proposal must include complete plans and specifications for accomplishing the subdivision and proposed amendments of this Declaration and the Survey Map and Plans which amendments shall be executed by the Owner of the Unit to be subdivided upon approval pursuant to Section 25.2, and which amendments assign and identifying number to each Unit created, and reallocate the Allocated Interests and liabilities formerly allocated to the subdivided Unit to the new Units in any reasonable manner prescribed by the Owner of the subdivided Unit. The Owner of the Unit to be subdivided shall bear all costs of the subdivision.

25.2 Approval Required for Subdivision. A proposal that contemplates subdivision of Unit will be accepted only if approved in writing by all Owners and mortgagees of the Unit or Units to be subdivided and the Board.



25.3 Alterations. An Owner may make any improvements or alterations to the Owner's Unit that do not affect the structural integrity of the building, structural support for other Units or the mechanical or electrical systems serving the other Units or the Common Elements. An Owner may not materially change the appearance of the Common Elements or the exterior appearance of a Unit without consent of the Board. A Proposal that contemplates substantial alteration of one or more Units is subject to approval by the Board. The Board shall approve an Owner's request under this Section within thirty (30) days unless the proposed alteration does not comply with this Section or impairs the structural integrity of the building, structural support for other Units or the mechanical or electrical systems serving another Unit or the Common Elements.

25.4 Procedure After Approval. Upon approval of a proposal under this Article, the Owner making it may proceed according to the proposed plans and specifications; provided that the Board may in its discretion require that provisions for the protection of other Units or Common Elements or that reasonable deadlines for completion of the work be inserted in the contracts for the work. Any changes in the Survey Map and Plans and/or Declaration shall be placed of record as amendments thereto.

25.5 Relocation of Boundaries – Adjoining Units. The boundaries between adjoining Units may only be relocated by an amendment to the Declaration, pursuant to Article 26, upon application to the Board by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within thirty (30) days, that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by the Unit Owners, contains words of conveyance between them, and is recorded in the name of the Grantor and the Grantee. The Association shall obtain and record the Survey Map or Plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and identifying numbers. The Owner or Owners benefited by a reallocation of Unit boundaries shall bear all costs associated therewith in proportion to the relative benefits to each such Unit as determined by the Board.

ARTICLE 26  
AMENDMENT OF DECLARATION, SURVEY MAP AND PLANS, ARTICLES OR  
BYLAWS

26.1 Procedures. Subject to the development rights set forth in Article 27, the Declaration, the Survey Map and Plans, the Articles, and the Bylaws may be amended, including amendments to add property and additional units subject to the Declaration, only by unanimous vote or agreement of the Owners, as specified in this Section, and the consent of all Eligible Mortgagees holding first Mortgages on Units, if required by the loan

documents. An Owner may propose amendments to this Declaration, the Survey Map and Plans, the Articles or the Bylaws to the Board. The Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted only by a unanimous vote of the Owners and Eligible Mortgagees holding first Mortgages on Units, if required by the loan documents, at a meeting of the Association or by written consent of all Owners and Eligible Mortgagees, if required by the loan documents, after notice has been given to all persons (including Eligible Mortgagees) entitled to receive notices. Upon the adoption of an amendment and the obtaining of any necessary consents of Eligible Mortgagees, an amendment to the Declaration or the Survey Map and Plans will become effective when it is recorded or filed in the real property records of the county in which the Condominium is located. The amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. Such amendments shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption.

26.2 Removal of Land. The unanimous consent of all Owners, and all Eligible Mortgagees holding first Mortgages on Units, if required by the loan documents, shall be required to remove any land from the Condominium.

26.3 Consent of Eligible Mortgagee. An Eligible Mortgagee who receives a written request to consent to an amendment who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.

## ARTICLE 27 DEVELOPMENT RIGHTS

27.1 Reservation of Rights. Declarant hereby reserves the right to: (1) complete improvements indicated on the Survey Map and Plans filed with this Declaration; (2) exercise any development rights under RCW 64.34.236 as further described in this Article; (3) maintain sales offices, management offices, signs advertising the Condominium and models; (4) use easements through the Common Elements and the Units for the purpose of making improvements within the Condominium or within real property which may be

added to the Condominium under RCW 64.34.260; and (5) make the Condominium part of a larger condominium or a development under RCW 64.34.280.

27.2 Property Subject to Development Rights. The developments rights under RCW 64.34.236 reserved to the Declarant shall apply to the following portions of the real property described in Schedule A, as indicated on the Survey Maps and Plans, and shall include subdividing, leasing or selling portions of the Declarant's Units, creating a new condominium within an existing Unit, an expanded unit or a newly created unit, or adding property to this Condominium:

27.2.1 The Office Tower Unit;

27.2.2 The airspace located above the upper boundary of the Office Tower Unit as delineated on the Survey Maps and Plans;

27.2.3 The airspace located above the upper boundary of the Parking Garage Unit as delineated on the Survey Maps and Plans.

27.3 Creation of a Residential Condominium within the Office Tower Unit. Declarant hereby reserves the right to create a residential condominium under Chapter 64.34 RCW within the Office Tower Unit. In the event the Declarant exercises this development right to create a residential condominium, the parking spaces located on the subterranean ramp within the Office Tower Unit shall be reserved solely for use by the residential unit owners and each space shall be a limited common element assigned to each residential unit to be created. The residential condominium to be created under this Section shall have its own unit owners' association independent of the Owners Association created under Article 15 of this Declaration. The unit owners within the residential condominium shall be subject to this Declaration but shall not be considered an Owner under this Declaration nor have any rights reserved to Owners under this Declaration. The Owner of the Office Tower Unit shall represent the interests of the residential unit owners and unit owners' association to be created pursuant to this Article 27 in the Owners Association created under Article 15.

27.4 Development of the Airspace above the Office Tower Unit and Parking Garage Unit. Declarant hereby reserves the right to develop the airspace described in Subsections 27.2.2 and 27.2.3 with an extension of the buildings within the Office Tower Unit and Parking Garage Unit for residential, commercial, office or parking purposes. Any development within the airspace described in Subsections 27.2.2 and 27.2.3 shall become part of the Office Tower Unit and in said event the allocated interests shall remain the same between the two Units as set forth in Section 6.3. In exercising its development rights under this Section Declarant shall comply with RCW 64.34.236 and in doing so reserves the right to amend the boundaries of the Office Tower Unit and/or the Parking Garage Unit and to fix new boundaries between the existing Units or any new units to be created in the amendment to the Declaration. Declarant further reserves easements to access, occupy, improve and



utilize the Office Tower Unit and the Parking Garage Unit for the purpose of exercising its development rights.

27.5 Expiration of Development Rights. These development rights shall expire within twenty-five (25) years of the recording of this Declaration. Development rights may be exercised with respect to any of the real property described in Section 27.2 in no particular order.

ARTICLE 28  
TERMINATION OF CONDOMINIUM

Except as provided in Article 23 and Article 24, the Condominium may be terminated only by agreement of 100% of the Owners of Units and with the consent of all Eligible Mortgagees holding first Mortgages on Units, if required by the loan documents, and in accordance with the Condominium Act. An Eligible Mortgagee who receives a written request to consent to termination who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested. Rights of all Owners upon termination shall be as provided in RCW 64.34.268 as now or hereafter amended. The provisions of the Condominium Act relating to termination of a condominium contained in RCW 64.34.268, as it may be amended, shall govern the termination of the Condominium. The appraisers shall allocate the improvements to the Owners in proportion to the appraised values of the Owners' respective interests in the land and improvements (allocating the value of the improvements which are Common Elements pursuant to the percentages in Section 6.4, allocating the value of each Limited Common Element to the Owner of the Unit to which such Limited Common Element is allocated and including in the value of each Unit the value of all easements apportioned to that Unit).

ARTICLE 29  
NOTICES

29.1 Form and Delivery of Notice. Unless provided otherwise in this Declaration, all notices given under the provisions of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered upon being deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to the president or secretary of the Association.



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

ARTICLE 30  
SEVERABILITY

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

ARTICLE 31  
EFFECTIVE DATE

This Declaration shall take effect upon recording.

ARTICLE 32  
REFERENCE TO SURVEY MAP AND PLANS

The Survey Map and Plans were filed with the Auditor of Clark County, Washington, under Auditor's File No. \_\_\_\_\_ in the records of Clark County, Washington.



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CHICAGO TITLE INSURANCE PLAT 54.00 Clark County, WA

ARTICLE 33  
ASSIGNMENT BY DECLARANT

The Declarant reserves the right to assign, transfer, sell, lease, or rent all or a portion of the property then owned by it and reserve the right to assign all or any of its rights, duties, and obligations created under this Declaration. At the organizational meeting of the Board, the actions of the Declarant in establishing this Condominium shall be approved and affirmed, and the Association agrees to hold harmless and indemnify the Declarant arising as a result of the actions so taken on behalf of the Association.

ARTICLE 34  
GOVERNMENTAL RIGHTS

Notwithstanding any provision of this Declaration to the contrary, nothing contained herein is intended or shall be interpreted to diminish the governmental or police power of the Owner of the Parking Garage Unit, so long as such Owner is the City or another local governmental entity within the meaning of RCW 6.17.080, as it may be amended from time to time.

ARTICLE 35  
CONFORMITY TO LAW

All work performed pursuant to this Declaration shall be in conformity with all applicable laws.

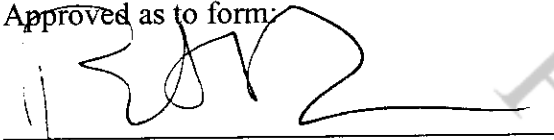
DATE: MARCH 23, 2001.

Date: 3-21, 2001

Accepted by:

Date: 3-21, 2001

Approved as to form:



~~Ted H. Gathe~~, City Attorney  
Brent Sager Asst

Attested to:

Sylvia D. Costello  
By: ~~Tina Viles~~, City Clerk  
Interim

Broadway Investors, L.L.C.  
A Washington Limited Liability Company

By: George H. Kellison  
Its: MEMBER

CITY OF VANCOUVER,  
A Washington municipal corporation

By: Pat McDonnell  
Pat McDonnell  
Its: City Manager

STATE OF WASHINGTON )  
 : ss.  
County of Clark )

I certify that George Killian appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a member of the Broadway Investors LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21<sup>st</sup> day of MARCH, 2001.

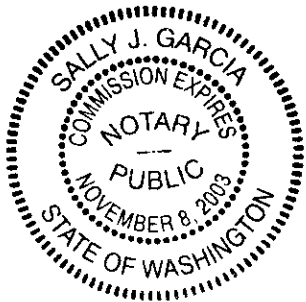


Elliott S. Shrider  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 2/9/05

STATE OF WASHINGTON )  
 : ss.  
County of Clark )

I certify that Pat McDonnell appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21<sup>st</sup> day of March, 2001.



Sally J. Garcia  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 11/8/03





SCHEDULE A  
LEGAL DESCRIPTION

**PARCEL "A"**

*Lot 1, Block 24, City of Vancouver, according to the plat thereof, recorded in Volume "C" of Plats, Page 070, records of Clark County, Washington.*

**PARCEL "B"**

*Lot 2, Block 24, City of Vancouver, commonly known as East Vancouver, according to the plat thereof, recorded in Volume "C" of Plats, Page 070, records of Clark County, Washington.*

**PARCEL "C"**

*Lots 7 and 8, Block 24, East Vancouver, according to the plat thereof, recorded in Volume "C" of Plats, Page 070, records of Clark County, Washington.*

*TOGETHER WITH the North 2 feet of that portion of East Fifth Street adjoining said lots on the South as vacated under Ordinance No. 1590 of the City of Vancouver.*

**PARCEL "D"**

*That portion of vacated Broadway Street and East 5th Street as vacated under ordinance M-3480 and recorded June 9, 2000, under Auditor's File No. 3225452:*

*A strip of land in the Northwest quarter of the Southeast quarter of Section 27, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, described as follows:*

*BEGINNING at the Northeast corner of Block 24, of "East Vancouver" according to City of Vancouver Ordinance No. 118 and No. 122 according to the plat thereof recorded in Volume "D" of Plats at Page 030, records of Clark County, Washington; thence South 00°16'21" East, along the West line of Broadway Street also being the East line of said Block 24 and the extension thereof, for a distance of 204.50 feet; thence South 89°59'18" West, along the North line of East 5th Street, also being the South line of a 2.00 foot road vacation according to the City of Vancouver Ordinance No. 1590, dated July 8, 1937 for a distance of 75.55 feet; thence South 00°00'40" East, for a distance of 76.00 feet to the Northerly right-of-way line of Washington State Department of Transportation right-of-way, according to SR5 and SR14 Vancouver freeway SR14 interchange, dated July 31, 1981; thence North 89°59'18" East, along said Northerly line for a distance of 155.91 feet to an angle point in said Northerly line; thence North 28°46'33" East, along the Westerly line of said right-of-way line, for a distance of 89.00 feet to the North line of said East 5th Street, for a distance of 43.21 feet to the Southwest corner of Block 25 of said "East Vancouver"; thence North 00°16'21" West, along the West line of said Block 25, for a distance of 202.50 feet to the Northwest corner thereof; thence North 89°59'20" West, along the South line of East 16th Street, for a distance of 80.00 feet to the Point of Beginning.*



**PARCEL "E"**

*Lots 3 and 4, Block 25, East Vancouver, also known as City of Vancouver, according to the plat thereof, recorded in Volume "C" of Plats at Page 70 and under Volume "D" of Plats at Page 20, records of Clark County, Washington.*

*EXCEPT the following described tract:*

*BEGINNING at the Northwest corner of Block 25 of "East Vancouver" according to the City of Vancouver Ordinance No. 118 and No. 122 according to the plat thereof recorded in Volume "C" of Plats at Page 70 and under Volume "D" of Plats at Page 20, records of Clark County, Washington; thence North 89°59'20" East, along the North line of said Block 25, for a distance of 52.01 feet to the TRUE Point of Beginning; thence continuing North 89°59'20" East, along said Block 25, for a distance of 47.99 feet to the Westerly line of Washington State Department of Transportation right-of-way, according to SR5 and SR14 Vancouver Freeway SR14 interchange, dated July 31 1981; thence South 00°16'21" East along said Westerly line, for a distance of 100.00 feet; thence South 28°46'33" West, along said Westerly line, for a distance of 1.43 feet to the South line of Lot 3 of said Block 25; thence South 89°59'20" West, along the South line of said Lot 3, for a distance of 47.76 feet; thence North 00°00'40" West, for a distance of 101.25 feet to the TRUE Point of Beginning.*

**PARCEL "F"**

*A parcel of land in the Northwest quarter of the Southeast quarter of Section 27, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:*

*BEGINNING at the Northwest corner of Block 25 of "East Vancouver" according to the City of Vancouver, Ordinance No. 118 and 122, according to the plat thereof recorded in Volume "C" of plats at page 70 and under Volume "D" of plats at page 20, records of Clark County, Washington; thence South 00°16'21" East, along the West line of said Block 25, for a distance of 101.25 feet to the Southwest corner of Lot 4 of said Block 25, said point being the TRUE Point of Beginning; thence North 89°59'20" East along the South line of said Lot 4 and Lot 3 of said Block 25, for a distance of 51.55 feet; thence South 00°00'40" East, for a distance of 86.93 feet to the Westerly line of Washington State Department of Transportation right-of-way, according to SR5 and SR14 Vancouver Freeway SR14 interchange, dated July 31,1981; thence South 28°46'34" West, along said Westerly line, for a distance of 16.34 feet to the North line of East 5th Street; thence South 89°59'18" West, along said North line of East 5th Street, for a distance of 43.21 feet to said West line of Block 25; thence North 00°16'21" West, along said West line, for a distance of 101.25 feet to the TRUE Point of Beginning.*



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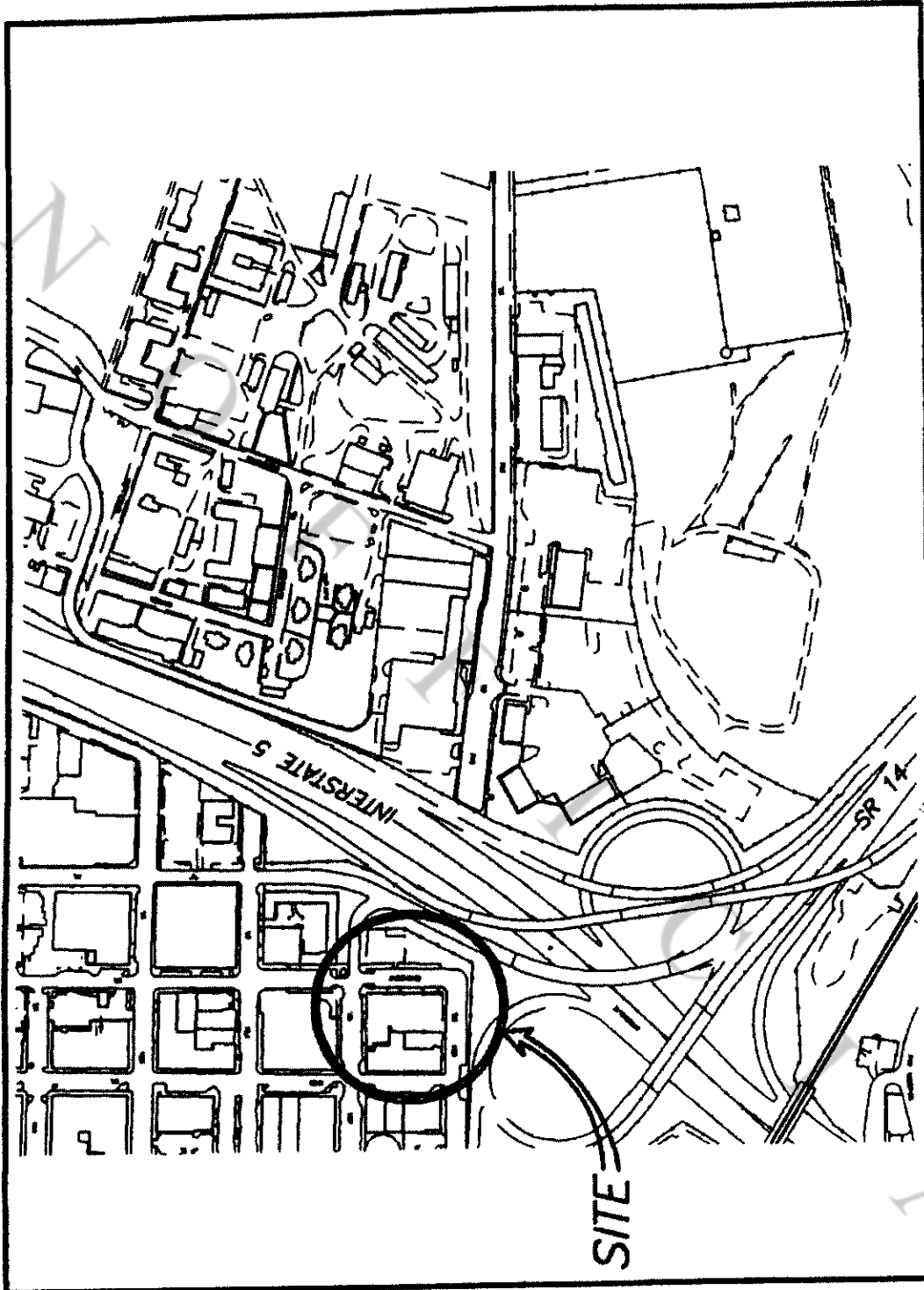
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CHICAGO TITLE INSURANCE

PLAT

54.00

Clark County, WA



VICINITY MAP

NOT TO SCALE



Schedule B-1  
Office Tower Unit

Approximate floor area square footage	121,397
Number of floors	4 floors of commercial/office and 2 floors of residential
Approximate number of parking spaces	34

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Schedule B-2  
Parking Garage Unit

Approximate square footage	82,975
Approximate number of parking spaces	235

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Clark County, WA

CHICAGO TITLE INSURANCE PLAT 54.00

**CERTIFICATION FOR PLATTING**

ORDER NO.: K121124

This is to certify that in connection with the recordation of the plat and dedication of

**THE WEST COAST BANK BUILDING, A CONDOMINIUM**


The following list comprises all necessary parties signatory thereto:

BROADWAY INVESTORS, L.L.C., 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 is was requested.

DATED 16th day of March, 2001

**CHICAGO TITLE INSURANCE COMPANY**

  
\_\_\_\_\_  
Karen Jundt



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**DOUG LASHER  
CLARK COUNTY TREASURER**

CourtHouse P.O. Box 5000 Vancouver, Washington 98666-5000 Telephone 360-397-2252

**PLAT CERTIFICATION LETTER**

Date: March 22, 2001

TO WHOM IT MAY CONCERN:

This is to certify that the 2001 Real property tax in the amount of **\$10506.74** has been paid. We also certify that all prior years' taxes and all special assessments are paid in full on the property described as follows:

ACCOUNT NO (S): #038410-000, 038420-000, 038470-000, 038510-000, 038525-000

LEGAL(S): TO BE WEST COAST BNK BLDG CONDO 2002

PLATTED AS: WEST COAST BNK BLDG CONDO

PLATTED BY: BROADWAY INVESTORS LLC  
811 NW 19<sup>TH</sup> AVE #102  
PORTLAND OR 97209

TR # 14267  
Doug Lasher  
Clark County Treasurer

BY: Bobbi Zezas  
DEPUTY

The original copy of the treasurer's receipt is being held by the Clark County Treasurer, until such time as the current receipt can be issued, and a refund, if any due; can be made. This certification is not valid for 2002 taxes. If this Plat is not recorded with Clark County Auditor by May 31st 2001, the 2002 Advance Taxes must be paid in order to record this Plat.