

Exhibit C1

B2H-1445

SUBSEQUENT PHASE CERTIFICATE

AND AMENDMENT TO

8905110002

DECLARATION

COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

FAIRWAY VIEW CONDOMINIUMS I-18

a Washington condominium

Pursuant to the laws of the State of Washington, Laws of 1963, Chapter 156, and the amendments thereto in Chapter 11, Laws of First Extraordinary Session of 1965, as codified in RCW 64.32, hereinafter referred to as "The Act," for the purpose of submitting the real property hereinafter described to the provisions of the Act, the undersigned, Hayden Corporation (formerly known as Tualatin Development Company) (hereinafter referred to as "Declarant"), being sole owner of said property, makes the following Amendment to Declaration. It is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the property or any apartment in the horizontal property regime created by this Amendment to Declaration, that this Amendment to Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the condominium development mutually beneficial in all of the described apartments and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire property and upon each such apartment as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the property or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of apartments under security instruments.

WHEREAS, the original Declaration filed under Clark County Auditor's File No. 8206250208 in the records of the Clark County Auditor for Clark County, Washington; and, this Final Phase Certificate and Amendment to Declaration shall supersede and replace the Declaration under Clark County Auditor's File No. 8206250208 and the subsequent Phase Certificates and Amendment to Declaration for Phase 1-17; and

WHEREAS, the land on which the buildings and improvements provided for in this Declaration for the expansion of Phase XVII into Phase XVIII of Fairway View Condominiums 1-18 as located in Schedule B attached hereto; and

WHEREAS, Section 2.1, Section 2.2 and Section 4.6 of the original Declaration provide the procedures that the Declarant must follow in order to expand Phase XVII into Phase XVIII of said condominiums; and

WHEREAS, all common areas and facilities of Phase XVII will be a part of and utilized by owners of this Final Phase XVIII and such owners shall also share in the expense of such common areas and facilities.

NOW, THEREFORE, the Declarant hereby files this Final Phase Certificate and Amendment to Declaration of Fairway View Condominiums 1-18 (hereinafter "this Declaration or Declaration").

Declaration

Declarant hereby declares on behalf of itself, its successors, grantees and assigns, as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the property as follows:

ARTICLE 1. DEFINITIONS:

Except as otherwise provided or modified by this Section, the terms herein shall have the meaning set forth in the Washington Horizontal Property Regimes Act, RCW 64.32.010 and 64.32.900 through 64.33.920, and said statute and definitions are incorporated herein. As used in this Declaration and in the Bylaws, the following terms shall have the following meanings:

Section 1.1 "Condominium" means the land, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the provisions of the Washington Horizontal property Regimes Act.

Section 1.2 "Mortgage" and "Mortgagee" include a deed of trust and the beneficiary thereunder respectively.

Section 1.3 "Established" as used in the phasing portion of this Declaration shall mean the occurrence of the first of the following two events:

1.3.1 Two years after recordation of the "Declaration" and "as-built certificate" of additional phases;

1.3.2 Thirteen months after the last sale of units within a phase.

Section 1.4 Homeowners Association: Fairway Village Homeowners Association has been duly formed and incorporated as a Washington non-profit corporation.

Section 1.5 Association of Apartment Owners means all of the apartment owners acting as a group in accordance with the bylaws and the declaration as it is duly recorded or as they may be lawfully amended.

ARTICLE 2. DEVELOPMENT IN PHASES: DESCRIPTION OF LAND: VALUE OF PROPERTY AND EACH UNIT: AND PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES.

Section 2.1 Development in Phases; Description of Land.

2.1.1 Intention to Develop in Phases. Declarant has developed the condominium in Phases upon the tract of land described in Schedule A attached hereto and by this reference incorporated herein. The Declarant has divided the land into 18 parcels called A through R with this parcel (Parcel R) being the final phase in the condominium. Phase XVII by this amendment is being expanded into Phase XVIII and is described in Schedule B and shall hereafter be referred to as FAIRWAY VIEW CONDOMINIUMS 1-18. This Declaration shall be effective immediately to establish Fairway View Condominium 1-18 as a condominium.

2.1.2 Expansion into Subsequent Phases. Declarant has expanded the condominium into one or more Subsequent Phases. This is the final phase of development, Declarant does not propose to add any additional phases.

Declarant has expanded the condominium into Subsequent Phases by recording the Survey Maps and Plans of the Improvements and units added to the condominium by the subsequent Phase of Phases and a Certificate (hereunder referred to as a "Subsequent Phase Certificate" both signed by Declarant only, declaring that the Survey Maps and Plans previously recorded or recorded therewith accurately depict, as built, all of the improvements and units included in the Subsequent Phase. Upon the recording of this final Phase Certificate, the previously existing condominium (i.e., Phase I or such Subsequent Phase or Phases as it shall have been expanded into) shall be merged into and become a part of this final Phase as a single, unified condominium. This final Phase Certificate shall contain a schedule of the percentage of undivided interest in the common areas and facilities appertaining to each unit added to the condominium.

2.1.3 Improvements in Subsequent Phases. Fairway View Condominium 1-18 consists of 128 units. The Declarant has divided the land into 18 parcels, called A through R:

Parcel A 8 Units
Parcel B 6 Units
Parcel C 4 Units
Parcel D 6 Units
Parcel E 6 Units
Parcel F 10 Units
Parcel G 8 Units
Parcel H 4 Units
Parcel I 8 Units

Parcel J 8 Units
Parcel K 8 Units
Parcel L 8 Units
Parcel M 8 Units
Parcel N 8 Units
Parcel O 4 Units
Parcel P 8 Units
Parcel Q 8 Units
Parcel R 8 Units

60

+

68

= 128

The maximum numbers of units stated above for Parcels A through R will be applicable only to the Parcels that are previously recorded and have been added to the condominium.

2.1.4 Joint Use and Maintenance of Common Areas and Facilities. Be it known that Fairway View Condominiums 1-18 is the final Phase and all of the common areas and facilities of Fairway View Condominiums 1-18 will be for the use and enjoyment of the entire condominium and all of the owners in the condominium shall share in the subsequent expenses of maintaining, repairing, and replacing them as may be necessary.

2.1.5 Consents. The prior written consent of HUD, VA and/or FNMA shall be required to record this Phase Certificate if, at the time of recording the certificate, any of them holds, insures or guarantees a mortgage on a unit in the existing condominium, which consent shall not be unreasonably withheld if the property and improvements to be added by this final Phase Certificate conform to the plan of expansion described in this Declaration.

2.1.6 Lien. Any liens that arise in connection with the Declarant's ownership of, or construction of improvements on, the property to be added to the condominium shall not adversely affect the rights of existing owners, or the priority of the first mortgages on their units. All taxes and other assessments relating to such property for any period prior to the addition of the property shall be paid or otherwise provided for by Declarant.

2.1.7 Amendments to Declaration. Any amendment to the Declaration containing the as built certificate, as updated, Survey Maps or Plans, or both, shall be filed as required by statute. All common areas and facilities of a prior phase will be a part of and utilized by apartment owners of all phases; and such owners will also share in the expense of such common areas and facilities. Owners in a prior phase will similarly utilize the additional common areas and facilities made a part of the condominium. The common areas and facilities and the operations of the owners' association will be administered together for all phases then commenced as one condominium. This Declaration shall be effective immediately to establish Phase XVIII of this condominium. All of the apartments, common areas, and limited common areas in any phase are incorporated within this final phase.

Section 2.2 Value of Property and Each Unit and Percentage of Undivided Interest in Common areas and Facilities.

2.2.1 Schedule of Values and Percentage. For the purpose of meeting certain requirements of the Condominium Statute, the value of the property in Fairway View Condominiums I-18 is declared to be \$7,741,400.00. The value of each unit and the percentage of undivided interest in the common areas and facilities appertaining to each such unit and its owner for all purposes, including voting, are set forth in Schedule C attached hereto. The values do not necessarily reflect the amount for which a unit will be sold by Declarant, or others, and will not be altered by variations in selling prices.

The values established in this paragraph for the property and improvements to be added in Subsequent Phases are intended to provide equivalent stated values for equivalent units even though with the passage of time the selling price for new units in Subsequent Phases may be substantially different from the selling price of comparable units in Phase XVIII.

2.2.2 Effect of Subsequent Phases. The percentages for the units in Fairway View Condominiums I-18 are calculated with relation to the total value of the property in Fairway View Condominiums I-18.

ARTICLE 3. NAME AND APARTMENT DESCRIPTION.

Section 3.1 Name. The name by which the property submitted hereunder shall be known as Fairway View Condominiums I-18.

Section 3.2 Apartment Description. Other than in common, the owners of the respective apartments shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding their respective apartments, nor shall said owners be deemed to own pipes, wires, conduits or other public utility lines running through said respective apartments which are utilized for, or serve more than one apartment except as tenants in common with other apartment owners. Said owners, however, shall be deemed to own the interior walls and partitions which are contained within said owner's respective apartment, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, and/or other type decorations.

Section 3.3 Interpretations. In interpreting deeds, mortgages, deeds of trust and other instruments, for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the apartment or of an apartment reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries as shown on the plans and Survey Map recorded simultaneously herewith and those of the actual building or buildings.

ARTICLE 4. GENERAL COMMON AREAS AND FACILITIES. The general common areas and facilities consist of all portions of the condominium not part of an apartment or a limited common area or facility, including, but not limited to the laundry room, unnumbered parking areas, stairways, fence surrounding the condominium, roofs, exterior and all supporting elements of the building and the land and landscaping. Each apartment will be liable for the general common expense in the percentage equal to the percentage ownership in the general common areas and facilities.

The general common areas and facilities shall be used in accordance with and subject to the following provisions:

Section 4.1 Rules and Regulations Promulgated by the Association. No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association. Without, in any manner, intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common areas and facilities to the members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things, the payment by the apartment owner of such assessments as may be established by the Association for the purpose of defraying the cost thereof.

Section 4.2 Maintenance and Repair. Maintenance and repair of the common areas and facilities shall be the responsibility of the Association. Nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed by the Association. Common expenses incurred for such maintenance and repair shall be borne among the apartment owners on the periodic basis determined by the Board of Directors, in the percentage equal to the percentage ownership in the general common areas and facilities.

Section 4.3 Income From Common Areas and Facilities. All income derived from any coin-operated vending machines and/or any other income derived from the common areas and facilities shall be divided among the apartment owners in the same proportions as their percentage interest in the common areas and facilities. The Board of Directors may, in its discretion, disburse such income directly to the apartment owners or use the funds to help meet the expense of maintaining the common areas and facilities.

Section 4.4 Parking. Each apartment shall be entitled to one parking space which shall be numbered to correspond to the apartment number and shall be a limited common area and facility appertaining thereto. The unnumbered parking spaces will be available to the guests of all the owners pursuant to rules promulgated by the Board of Directors.

Section 4.5 Voting. The owner of each apartment shall be entitled to a vote equal to the percentage of ownership in the general common areas and facilities appertaining to such apartment. "Majority" or "majority of voting owners" shall mean owners of fifty-one percent (51%) or more of the votes in accordance with the percentage assigned in this Declaration, as duly recorded or as it may be lawfully amended, to the apartments for voting purposes. The calling and conducting of meetings of the Association of Apartment Owners and the exercise of voting rights shall be controlled by Article II of the Bylaws.

Section 4.6 Formula to be Used on Establishing and Amending Percentage of Undivided Interest and Vote. The Declarant shall determine the unit value for all units within the subsequent phase to which shall be added the total value of all units previously within the condominium. The total value of all the units within the condominium shall be divided into each unit value and the quotient shall equal the percentage of undivided interest and vote for such unit.

No amendment of this paragraph shall affect the rights of Declarant, its successor or assignee, unless Declarant or its successor or assignee joins in the execution thereof.

ARTICLE 5. LIMITED COMMON AREAS AND FACILITIES. Each of the apartments has a patio and/or deck and a numbered parking space appertaining to it as a limited common area and facility. The expense of maintenance, repair and replacement of the patios and/or decks and numbered parking spaces shall be borne by all apartment owners, in the same percentage as the general common expenses, excepting for any damages caused by the negligence or intentional action of a specific apartment owner, in which event such owner shall be liable to repair such damage to the limited common areas and facilities.

ARTICLE 6. EXCEPTION FROM LIABILITY FOR CONTRIBUTION FOR COMMON EXPENSES PROHIBITED. No apartment owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his apartment.

ARTICLE 7. USE RESTRICTIONS. The use of the condominium property will be in accordance with the following provisions, as long as the condominium exists and the condominium building in useful condition exists upon the land.

Section 7.1 Use as Private Dwelling Only. Each unit shall be occupied and used by the respective unit owner only as a private dwelling for the owner, his family, tenants (including, but not limited to, lessees or renters from Declarant) and social guests, and for no other purposes. No unit shall be occupied by any person who is not a Propriety or Associate Member of the Homeowners Association; Provided, this restriction shall not prohibit temporary and social visitation of the occupants of a residential unit by persons who are not so qualified to be occupants; Provided, further, that no one shall be a member of the Homeowners Association, nor an occupant of a unit who is not at least ^{forty five (45)} ~~forty (40)~~ years of age or the spouse of a person at least ^{forty five (45)} ~~forty (40)~~ years of age and who has not been elected to membership in the Homeowners Association in accordance with its bylaws; Provided, further, that this provision shall not prohibit such occupancy by a child of a member of the Homeowners Association who is more than eighteen (18) years of age. *fit by fit*

Section 7.2 Pets. The owner may keep one pet in his apartment. Owners wanting additional pets must obtain prior written consent of the Board of Directors. Owner's with pets shall abide by the Municipal Sanitary Regulations, Leash Laws, and Rules or Regulations of the Association created by the Board of Directors.

Section 7.3 Assessments for Professional Management. The Declarant is reserving the right to appoint a three-member Board of Directors until the organizational meeting. The interim Board of Directors, at the direction of the Declarant, may contract with a professional manager to manage the condominium. The Declarant has or may file an application with the Federal National Mortgage Association ("FNMA") to obtain approval of the condominium to be eligible for the acquisition of individual apartment mortgages by FHMA or FHLMC. FNMA and FHLMC or other prospective individual apartment lenders may require the condominium to have professional management. The Declarant will include a cost estimate in the monthly assessment of each apartment owner to pay for the professional management if Declarant exercises its right to have a professional manager. The term of and provisions in any professional management agreement shall be consistent with Section 11.4 of this Declaration.

Section 7.4 Appearance of Condominium Building. The apartment owners will not cause anything to be hung, displayed, or placed on the walls, doors, windows, walkways, ceilings of walkways or roof of the condominium building or any other common area or facility; and they will not otherwise change the appearance of any portion of the common areas and facilities without the prior written consent of the Board of Directors. Each apartment owner shall provide draperies at all windows which shall be lined with white materials, sufficiently opaque so as to not disclose the color of the interior portion of such draperies. No clothes lines or similar devices, no radio or television antennas or aerials and no "For Sale" signs, will be allowed on any part of the condominium property without the prior written consent of the Board of Directors, except that the Declarant may post reasonable signs in reasonable places on the condominium property advertising any unsold apartment for sale.

Section 7.5 Nuisances. No nuisances will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner will permit any use of his apartment or make any use of the common areas or facilities that will increase the cost of insurance upon the condominium property.

Section 7.6 Improper, Offensive or Unlawful Use. No improper, offensive or unlawful use will be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies of maintenance, modification or repair of the condominium property will be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the property concerned.

Section 7.7 Additional Rules. Rules and regulations concerning other use of the condominium property may be made and amended from time to time by the Association or the Board of Directors. Copies of such rules and regulations will be furnished to all apartment owners and residents of the condominium, upon request. Additional rules, regulations and restrictions are contained in the Bylaws.

ARTICLE 8. MANAGEMENT OF AFFAIRS OF THE ASSOCIATION OF APARTMENT OWNERS. The affairs of the Association of Apartment Owners shall be managed by a Board of Directors and by officers consisting of a Chairman of the Board of Directors, a Secretary and a Treasurer. The Board of Directors shall adopt administrative rules

and regulations governing details of the operation, maintenance and use of the property, and to prevent unreasonable interference with the use of the respective units and of the common areas and facilities by the several apartment owners. The Board of Directors may retain an individual (one of the apartment owners), a firm or corporation to act as manager of the property.

ARTICLE 9. SERVICE OF PROCESS. The name of the person to receive service of process in cases provided in Subsection (8) of RCW 64.32.090, is Doug Hardesty, whose address in Clark County is 2000 E. Columbia Way, Vancouver, Washington 98666.

ARTICLE 10. ADOPTION OF BYLAWS. The undersigned Declarant, subject to this Declaration, has adopted, pursuant to the regulations of the Washington Horizontal Property Regimes Act, the Bylaws recorded simultaneously herewith and by reference made a part hereof, to govern the administration of the property.

Section 10.1 Amendment. The Bylaws may be amended from time to time as provided therein. Any amendment thereto shall be recorded in the Auditor's Office of Clark County, Washington.

Section 10.2 Compliance with Bylaws and Other Restrictions. Each apartment owner shall comply with the Bylaws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions in this Declaration or in the deed to his apartment. Failure to comply therewith shall be grounds for suit or action, maintainable by the Association of Apartment Owners or by any apartment owner, in addition to other sanctions which may be provided by the Bylaws or by any existing administrative rules and regulations. Should any conflict exist in the interpretation or application of the Declaration and Bylaws, the Declaration shall control.

Section 10.3 Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due, damages or a suit for injunctive relief, to foreclosure a lien or any combination thereof. Relief may be sought by the Association or by the manager of the Association, or if appropriate, by an aggrieved apartment owner.

Section 10.4 Costs and Attorneys' Fees. In any proceeding arising because of alleged default by an apartment owner, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorneys' fees as may be determined by the trial court in any trial or by the Appellate Court in any appeal thereof.

Section 10.5 Waiver of Rights. The failure of the Association or an apartment owner to enforce any right, provision, covenant or condition which may be granted by a condominium document, shall not constitute a waiver of the right of the Association or apartment owner to enforce such right, provision, covenant or condition in the future.

ARTICLE 11. MORTGAGEES. In the event of a conflict between this Article 11 and other provisions of this Declaration, the provisions of this Article 11 will prevail.

Section 11.1 Notice of Change in Documents or Manager. The Association of Apartment Owners shall give each mortgagee written notice thirty (30) days prior to the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of corporate manager) of the condominium.

Section 11.2 Notice of Default by Mortgagor. The Association of Apartment Owners shall give each mortgagee written notification of any default by the mortgagor of such apartment in the performance of such mortgagor's obligations under the condominium documents or the Washington Horizontal Property Regimes Act, which is not cured within thirty (30) days.

Section 11.3 Subordination of Association Lien to Mortgage/Discharge of Lien Upon Foreclosure. Pursuant to RCW 64.32.200 (2), the lien of the Association shall be subordinate to a first mortgage or trust deed of record. Any holder of such a mortgage which comes into possession of the apartment pursuant to the remedies provided in the mortgage, by foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged apartment which accrue prior to the time such holder comes into possession of the apartment (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all apartments, including the mortgaged apartment.)

Section 11.4 Professional Management. Upon written request of the holders of at least fifty-one percent (51%) of the first mortgages of apartments in the condominium, the Board of Directors shall employ a professional manager to manage the affairs of the Association. Any agreement for professional management shall provide that the management contract may be terminated for cause on thirty (30) days' written notice and the term of any such contract shall not exceed one (1) year. Without the prior written approval of the holders of seventy-five percent (75%) of the first mortgages on apartments in the condominium, the Association of Apartment Owners may not effect any decision to terminate professional management and assume self management of the condominium.

Section 11.5 Written Consent of Mortgagee Required in Certain Cases. Unless all holders of first mortgage liens on individual apartments have given their prior written approval, neither the Association nor the Apartment Owners of the condominium shall:

11.5.1 Increase the pro rata interest or obligation of any condominium apartment for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each apartment in appurtenant real estate and any improvements thereon which are owned by the apartment owners in the condominium in undivided pro rata interest ("common areas and facilities");

11.5.2 Partition or subdivide any apartment or the common areas and facilities of the condominium property; or

11.5.3 By act or omission seek to abandon the condominium status of the condominium property, except as provided by the Washington Horizontal Property Regimes Act in the event of substantial loss to the apartments and common areas and facilities of the condominium property;

11.5.4 By act of omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the common areas and facilities. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed a transfer within the meaning of this clause.

11.5.5 Use hazard insurance proceeds for losses to any condominium property (whether to apartments or to common areas and facilities) for other than the repair, replacement or reconstruction of such improvements, except as provided by the Washington Horizontal Property Regimes Act in case of substantial loss to the apartment and/or common areas and facilities of the condominium project.

Section 11.6 Proxy Held by Mortgagee in Certain Cases. The first mortgagee (or beneficiary under a trust deed) may attend a meeting of the Association of Apartment Owners with the proxy of the mortgagor of said apartment for the purpose of voting to paint or otherwise maintain the common areas and facilities. Provided, however, such right shall arise only in the event the mortgagee reasonably believes that the Association of Apartment Owners has failed to maintain the common areas and facilities in sufficient manner to prevent excessive wear and tear.

Section 11.7 Right to Examine Books and Records. All first mortgagees shall have the right to examine the books and records of the Association of Apartment Owners or the condominium property upon reasonable notice and at reasonable times.

Section 11.8 Right to Annual Reports. All first mortgagees shall, upon request, be entitled to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association of Apartment Owners.

Section 11.9 Right to Receive Written Notice of Meetings. The Association of Apartment Owners shall give all first mortgagees, upon request, written notice of all meetings of the Association, and such first mortgagees shall be permitted to designate a representative to attend all such meetings.

Section 11.10 Notice in Event of Loss or a Taking. The Association of Apartment Owners shall give all first mortgagees written notice of any loss to, or taking of, the common areas and facilities of the condominium project or an apartment in the condominium project if such loss or taking exceeds \$10,000 with respect to the common areas and facilities or \$1,000 with respect to any apartment.

ARTICLE 12. AMENDMENTS TO DECLARATION.

Section 12.1 Except where a larger vote is required by law, this Declaration may be amended from time to time by consent or approval of the apartment owners holding 60% or more of the voting rights as otherwise set forth in this Declaration. Provided, however, no amendment of this Declaration reducing or eliminating the right of any first mortgagee shall be made without the prior written consent of all such first mortgagees.

Section 12.2 Declarant's Approval Required. Declarant's prior written consent shall also be required so long as Declarant owns any apartment in the condominium but no such consent shall be required after three years after this Declaration is recorded. Except as otherwise provided herein, no amendment may change the size, location, percentage interest in the general common areas and facilities, share of common profits or expenses, or voting power of any apartment unless such amendment has been approved by the owners of the affected apartment and the holders of any mortgage of trust deed on such apartment.

Section 12.3 Recordation. The amendment shall be effective upon recordation in the Auditor's Office of Clark County, certified to by the chairman and secretary of the Association.

Section 12.4 Amendments by Declarant. The Declarant may at any time record an amendment to the Declaration showing, correcting or revising the assignment of parking spaces or storage lockers to apartments and during the initial twelve (12) years changing the person who is to receive service of process, and such amendment need be acknowledged only by the Declarant and need not otherwise comply with the requirements of this article 12.

Section 12.5 Amendments to Conform to Construction. In addition, Declarant, upon Declarant's sole signature, may file an amendment to the Declaration and to the survey map and Plans, from time to time, to conform them to the actual location of any of the constructed improvements and to establish, vacate and relocate utility easements, access road easements and parking areas.

ARTICLE 13. SUBDIVISION. No apartment may be subdivided or combined with all or part of another apartment, common area and facilities or limited common area and facilities excepting upon the unanimous consent of all apartment owners. In the event of such unanimous consent, this Declaration, together with the plans and survey map shall be amended and recorded to reflect such subdivision and/or combining.

ARTICLE 14. DAMAGE AND DESTRUCTION.

Section 14.1 Insurance Proceed Sufficient to Cover Loss. In case of fire, casualty or any other damage and destruction, the insurance proceeds of the master policy, if sufficient to reconstruct the buildings damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the damaged or destroyed buildings, as used in this paragraph, means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or disaster, with each apartment and the common area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished under the direction of the manager or the Board of Directors.

Section 14.2 Insurance Proceeds Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed buildings, the damage to, or destruction of, such buildings shall be promptly repaired and restored by the manager or the Board of Directors, using the proceeds of insurance, if any, on such buildings for that purpose and all the apartment owners shall be liable for assessment for any deficiency for such reconstruction, such deficiency to take into consideration as the owner's contribution any individual policy insurance proceeds provided by such owner. Provided, however, if three-fourths or more in value of all the buildings are destroyed or substantially damaged and if the holders of at least three-fourths of the voting rights do not voluntarily, within sixty (60) days after such destruction or damage, make provision for reconstruction, the manager or Board of Directors shall record with the County Recorder a notice setting forth such facts, and upon the recording of such notice:

14.2.1 The condominium property shall be deemed to be owner in common by the owners.

14.2.2 The respective interest of each apartment owner in the property shall be determined by the provisions of RCW 64.32.230 which are in effect on the date the Declaration is recorded.

14.2.3 Any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the owners in the project.

14.2.4 The condominium shall be subject to an action for partition at the suit of any owner. If a decree of partition orders the sale of the condominium property, the net proceeds of sale, together with the net proceeds of the policies of insurance on the condominium, if any, shall be considered as one fund and shall be divided among all of the owners in the proportion to their respective undivided interest, after first paying, out of the respective shares of the owners, to the extent such share is sufficient for the purposes, all liens on the undivided interest in the project owned by each owner.

Section 14.3 Architectural Changes After Damage or Destruction. Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of sufficient owners to amend the Bylaws, cause an amendment to be made to the condominium documents so as to facilitate architectural changes that the owners affected thereby and the Association deem desirable if, and only if, the partial or total destruction of the condominium, or any buildings thereof, by fire, casualty or any other disaster is so great as to require the substantial reconstruction of the whole of the condominium, or said buildings. Any such amendment of such condominium documents shall be valid only upon (1) the recording thereof with the Auditor's Office of Clark County; and (2) the recording with that recording officer of the approval thereof of each mortgagee and each other lienholder of record having a lien against any part of the project, or building, affected by such amendment.

ARTICLE 15. CONDEMNATION. The Board of Directors shall have the sole authority to negotiate with any public or private body or person having the power of eminent domain and to sue or defend in any litigation involving such bodies or persons with respect to the common areas and facilities of the condominium and shall assist any apartment owner whose unit or a part thereof is the subject of any condemnation or eminent domain proceeding. Provided, however, nothing in this or any document or agreement relating to the condominium shall be construed to give an apartment owner or any party priority over the rights of the first mortgagees of any condominium apartments in the case of a distribution to the apartment owner of any such condemnation awards for losses to an apartment or a unit and/or the common areas and facilities.

ARTICLE 16. AUTHORITY TO GRANT EASEMENTS, RIGHT-OF-WAYS, LICENSES AND OTHER SIMILAR INTEREST. The Association shall have the authority to execute, acknowledge, deliver and record on behalf of the apartment owner, easements, right-of-way, licenses and other similar interest affecting the general common areas and facilities. The granting of any such interest shall first be approved by at least seventy-five percent (75%) of the apartment owners. The instrument granting any such interest shall be executed by the chairman and secretary of the Association and acknowledged in the manner provided for acknowledgment of such instruments by such officers and shall state that such grant was approved by at least seventy-five (75%) of the apartment owners.

ARTICLE 17. DECLARANT'S SPECIAL RIGHTS. So long as the Declarant owns any apartment in the condominium, but not later than twelve years after the original Declaration was recorded, the Declarant shall have the following special rights:

Section 17.1 Sales Office and Model. The Declarant shall have the right to maintain a sales office and model in one or more of the apartments which the Declarant owns. The Declarant and prospective purchasers and their agents shall have the right to park automobiles in common areas and to use and occupy the sales office and models during reasonable hours any day of the week.

Section 17.2 "For Sale" Signs. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the condominium property.

Section 17.3 No Capital Assessments Without Consent. Neither the Association nor the Board of Directors shall make any assessments for new construction, acquisition or otherwise without the prior written consent of the Declarant. Provided, however, nothing contained in this Section 17.3 is intended nor shall be construed as a limitation on the Declarant's obligation to pay common monthly assessments on apartments owned by the Declarant.

Section 17.4 Common Area Maintenance By the Association. The Association shall maintain all common areas in a clean and attractive manner. Should the Association fail to do so, the Declarant may perform such maintenance at the expense of the Association.

Section 17.5 Declarant's Easement. The Declarant, its agents and employees, shall have an easement on and over the common areas for the completion of any portion of the condominium, including the furnishing and decoration of any apartment sales office or model including the storage of materials on the common area at reasonable places and for reasonable lengths of time. Declarant also reserves access over and across the easement, roadways, and utility lines specified or established with all Phases and the right to connect to each for the development of the real property described in Schedule A.

ARTICLE 18. DESCRIPTION OF BUILDINGS. The building and improvements constructed on the above-described real property consist of nineteen two (2) story residential buildings, containing a total of 128 residential apartments. The principal material used in construction of said buildings are wood frame construction with cedar siding. The building has no basement. The floor is a concrete slab. The roof is fiberglass reinforced asphalt composition over wood. Also included are thirty-one buildings containing a total of 128 garages.

ARTICLE 19. EASEMENT AND ASSESSMENT FOR PROPOSED RECREATIONAL FACILITIES.

Section 19.1 In addition to other conditions, restrictions and covenants herein defined, each unit and the property, shall be subject to conditions and restrictions, encumbering the property of record on the date of this Declaration of Restrictions pertaining to Fairway Village recorded with the Clark County Auditor under File No. 8205190055 (in Book "H", page 167) records of Clark County, Washington, and/or to any supplements or modifications thereto which may be hereafter validly be placed of record.

Section 19.2 Membership in Homeowners Association. Pursuant to Section 2 of the Conditions and Restrictions referred to in Section 19.1, each apartment occupant shall be a Proprietary member or an Associate member of the Fairway Village Homeowners Association and shall be subject to the obligations of that status.

Section 19.3 Recreation Association. The Declarant will be constructing a swimming pool, golf course and recreation building on a parcel of land near the condominiums. The Declarant further anticipates the construction of additional condominium projects surrounding such recreational facilities. At such time or times as the Declarant, or its successor as developer, shall deem the Fairway Village Homeowners Association, a Washington non-profit corporation financially capable of

operation of the Common Facilities, it shall convey to the Association some or all of the Common Facilities; provided, that any part so conveyed shall be free of debt encumbrance at the time of conveyance until conveyed to the Fairway Village Homeowners Association, (which may be the Homeowners Association) to govern use and to control the policies of the Common Facilities. Each member of the Fairway Village Homeowners Association shall be liable for a portion of the operating maintenance and repair and replacement costs for the recreational facilities as spelled out in that document described in Section 19.1.

ARTICLE 20. SEVERABILITY. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the act or as covenants affect the common plan.

ARTICLE 21. FILE NUMBER OF SURVEY MAP AND BUILDING PLAN. A survey map of the surface of the land submitted in accordance with the provisions of the Act showing the location of the building constructed thereon and a set of plans of the building were filed simultaneously with the filing of this Declaration in the office of the Clark County Auditor under file No. _____, pursuant to Section 64.32.100 of the Act.

IN WITNESS WHEREOF, the undersigned fee owner of the subject property, has caused this Declaration to be executed this 10th day of May, 1989.

FAIRWAY VIEW CONDOMINIUM I-18

HAYDEN CORPORATION

By David S. Larimer
David S. Larimer, Exec. Vice President

By Roy Brown
Roy Brown, Sr. Vice President

STATE OF OREGON) S.S.
County of Multnomah)

Before me personally appeared DAVID S. LARIMER and ROY BROWN, to me known to be the Executive Vice President and Senior Vice President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

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Carolyn K. White
CAROLYN K. WHITE
NOTARY PUBLIC - OREGON
My Commission Expires 7/10/92

Notary Public in and for the State of Oregon,
residing at Multnomah County

Real property situated in Clark County, Washington, lying within the Northwest quarter of Section 1, Township 1 North, Range 2 East of the Willamette Meridian, more particularly described as follows:

Tract "D" Fairway Village - Unit 1, according to the plat thereof, recorded in Book "H" of Plats at page 167, records of said County.

Also a portion of Tract "C" of said Fairway Village Unit 1, more particularly described as follows:

Beginning at the Southwest corner of said Tract "D"; thence along the Westerly line of said Tract "D" the following courses:

North 20° 58' 38" East 104.34 feet;
North 44° 05' 26" East 178.21 feet;
North 24° 23' 52" East 307.46 feet;
North 10° 23' 20" East 77.50 feet

to the northwest corner of Fairway View Condominiums 1-8, according to the plat thereof, recorded in Book H of Plats at Page 281, records of said County, said point being the point of beginning; thence continuing along the Westerly and Southerly line of said Tract "D" the following courses:

North 10° 23' 20" East 349.54
North 63° 27' 05" West 150.79 feet;
North 88° 02' 07" West 36.06 feet;

thence South 63° 27' 05" East 173.77 feet; thence South 13° 14' 00" West 238.28 feet; thence South 3° 53' 51" East 103.02 feet to the true point of beginning.

Containing 0.193 Acres.

EXCEPT the following described property:

Beginning at the northwest corner of Lot 78 as shown on said plat, said point also being on the Easterly Right-of-Way line of S.E. Spyglass Drive as shown on said plat; thence along said Easterly Right-of-Way line North 1° 57' 53" East 56.64 feet to a point of curvature with a 10.00 foot radius curve; thence along said curve to the right through a central angle of 86° 00' 08" an arc distance of 15.01 feet to a point of reverse curvature with a 695.00 foot radius curve, said point also being on the Southerly Right-of-Way line of S.E. 23rd Street as shown on said plat; thence along said Right-of-way line and along said curve to the left through a central angle of 0° 29' 21" an arc distance of 5.93 feet to the true point of beginning; thence continuing along said Right-of-Way line and along said curve through a central angle of 2° 48' 12" an arc distance of 34.00 feet; thence South 4° 20' 10" East 19.38 feet; thence South 85° 39' 50" West 34.00 feet; thence North 4° 20' 10" West 18.63 feet to the true point of beginning.

Containing .0143 Acres.

EXCEPT the following described property.

Beginning at the most Northerly Northwest corner of said Tract "D", said point also being the Northeast corner of Lot 79 of said plat; thence along the line between said Tract "D" and said Lot 79, South 11° 41' 55" West 61.73 feet to the Southeast corner of said Lot 79, said point being on the arc of a 650.00 foot radius curve; thence from a tangent bearing of North 80° 35' 23" East along said curve to the left, through a central angle of 0° 28' 24", an arc distance of 5.37 feet; thence North 11°

41' 55" East 59.77 feet to a point on the Northerly line of said Tract "D" said point being on the arc of a 2945.00 foot radius curve; thence along said Northerly line, from a tangent bearing of North 78° 12' 15" West along said curve to the left, through central angle of 0° 05' 50", an arc distance of 5.00 feet to the point of beginning containing 0.007 Acres.

SCHEDULE "A"

Real property situated in Clark County, Washington, being a portion of Tract "D" Fairway Village - Unit 1, according to the plat thereof recorded in Book "H" of Plats at page 167, records of said County, lying within the Northwest quarter of Section 1, Township 1 North, Range 2 East of the Willamette Meridian, more particularly described as follows:

PARCEL A:

Beginning at the Southwest corner of said Tract "D"; thence along the Westerly line of said Tract "D" the following courses: North 20°58'38" East 104.34 feet; thence North 44°05'26" East 2.34 feet to the true point of beginning; thence continuing along said Westerly line North 44°05'26" East 117.33 feet; thence leaving said Westerly line South 71°32'26" East 62.62 feet; thence South 18°27'34" West 45.19 feet; thence South 71°14'47" East 24.84 feet; thence South 18°45'13" West 24.00 feet; thence South 71°14'47" East 91.56 feet; thence North 60°19'26" East 41.06 feet; thence South 29°40'34" East 130.49 feet to a point on the Southeasterly line of said Tract "D", said point also being on the arc of a 100.00 foot radius curve; thence along the Southeasterly and Southerly line of said Tract "D" the following courses: thence from a tangent bearing of South 54°51'19" West along said curve to the right, through a central angle of 36°26'59", an arc distance of 63.62 feet to a point of congruent curvature with a 1071.00 foot radius curve; thence along said curve to the right, through a central angle of 4°07'41" an arc distance of 77.16 feet; thence South 6°20'33" West 2.00 feet to a point on the arc of a 1073.00 foot radius curve; thence from a tangent bearing of North 84°33'55" West along said curve to the right, through a central angle of 2°01'45", an arc distance of 38.00 feet; thence leaving the Southeasterly and Southerly line of said Tract "D", North 6°20'33" East 25.07 feet to a point of curvature with a 79.00 foot radius curve; thence along said curve to the right, through a central angle of 8°20'24", an arc distance of 11.50 feet; thence North 71°14'47" West 61.00 feet; thence South 18°45'13" West 29.00 feet; thence North 71°14'47" West 25.00 feet; thence North 18°45'13" East 61.00 feet; thence North 71°14'47" West 29.84 Feet; thence North 18°45'13" East 17.99 feet; thence North 71°22'49" West 69.56 feet to the True Point of Beginning; together with

PARCEL B:

Beginning at the Southwest corner of said Tract "D"; thence along the Westerly line of said Tract "D" the following courses: North 20°58'38" East 104.34 feet; thence North 44°05'26" East 2.34 feet; thence leaving said Westerly line South 71°22'49" East 69.56 feet; thence South 18°45'13" West 17.99 feet; thence South 71°14'47" East 29.84 feet; thence South 18°45'13" West 61.00 feet; thence South 71°14'47" East 25.00 feet; thence North 18°45'13" East 29.00 feet; thence South 71°14'47" East 61.00 feet to a point on the arc of a 79.00 foot radius curve; thence from a tangent bearing of South 14°40'57" West along said curve to the left, through a central angle of 8°20'24", an arc distance of 11.50 feet to a point of tangency; thence South 6°20'33" West 25.07 feet to a point on the Southerly line of said Tract "D", said point being on the arc of a 1073.00 foot radius curve; thence along said Southerly line from a tangent bearing of North 82°32'10" West along said curve to the right, through a central angle of 10°37'05", an arc distance of 198.85 feet to the point of beginning.

PARCEL C:

Beginning at the Southwest corner of said Tract "D" thence along the Westerly line of said Tract "D" the following courses:

North 20° 58' 38" East 104.34 feet;
North 44° 05' 25" East 119.66 feet;

to the true point of beginning; thence continuing along said Westerly line the following courses:

North 44° 05' 26" East 58.55 feet;
North 24° 23' 52" East 22.57 feet;

SCHEDULE "B"

thence leaving said westerly line South 71° 14' 47" East 94.30 feet; thence South 18° 45' 41" West 110.45 feet; thence South 71° 40' 37" East 30.70 feet; thence South 18° 19' 23" West 34.03 feet; thence North 71° 14' 47" West 64.82 feet; thence North 18° 45' 13" East 24.00 feet; thence North 71° 14' 47" West 24.84 feet; thence North 18° 27' 34" East 45.19 feet; thence North 71° 32' 26" West 62.62 feet to the true point of beginning.

PARCEL D:

Beginning at the Southwest corner of said Tract "D"; thence along the Westerly line of said Tract "D" the following courses:

North 20° 58' 38" East 104.34 feet;
North 44° 05' 26" East 178.21 feet;
North 24° 23' 52" East 22.57 feet;

thence leaving said Westerly line South 71° 14' 47" East 94.30 feet to the true point of beginning; thence continuing South 71° 14' 47" East 148.32 feet; thence South 70° 04' 11" East 34.57 feet to a point on the Easterly line of said Tract "D", said point being on the arc of a 610.00 foot radius curve; thence along said Easterly line, from a tangent bearing of South 16° 29' 07" West along said curve to the left, through a central angle of 11° 08' 17", an arc distance of 118.58 feet to a point of reverse curvature with a 100.00 foot radius curve; thence continuing along said Easterly line and said curve to the right, through a central angle of 49° 30' 29", an arc distance of 86.41 feet; thence leaving said Easterly line, North 29° 40' 34" West 130.49 feet; thence South 60° 19' 26" West 41.06 feet; thence North 71° 14' 47" West 26.74 feet; thence North 18° 19' 23" East 34.03 feet; thence North 71° 40' 37" West 30.70 feet; thence North 18° 45' 41" East 110.45 feet to the true point of beginning.

CONTAINING 0.644 Acres.

PARCEL E:

Beginning at the Southwest corner of said Tract "D"; thence along the Westerly line of said Tract "D" the following courses:

North 20° 58' 38" East 104.34 feet;
North 44° 05' 26" East 178.21 feet;
North 24° 23' 52" East 22.57 feet

to the Northwest corner of Fairway View Condominiums 1-3, according to the plat thereof recorded in Book H of Plats at Page 199, records of said County, said point being the true point of beginning; thence continuing along said Westerly line North 24° 23' 52" East 122.70 feet; thence South 71° 24' 14" East 82.54 feet; thence North 18° 52' 14" East 52.14 feet; thence South 71° 09' 35" East 181.98 feet to a point on the Easterly line of said Tract "D"; thence along said Easterly line South 18° 45' 13" West 150.70 feet to a point of curvature with a 610.00 foot radius curve; thence continuing along said Easterly line and said curve to the left, through a central angle of 2° 16' 06", an arc distance of 24.15 feet to the Northeast corner of Fairway View Condominiums 1-4, according to the plat thereof recorded in Book H of Plats at Page 205, records of said County; thence along the Northerly line of said Fairway View Condominiums 1-4, North 70° 04' 11" West 34.57 feet to a point on the arc of a 138.00 foot radius curve; thence from a tangent bearing of North 19° 55' 49" East along said curve to the left, through a central angle of 1° 10' 36", an arc distance of 2.83 feet to a point of tangency; thence North 18° 45' 13" East 65.56 feet to a point of curvature with a 488.00 foot radius curve; thence along said curve to the left, through a central angle of 5° 24' 18", an arc distance of 46.04 feet to a point

of tangency; thence North 13° 20' 55" East 4.06 feet; thence North 71° 11' 01" West 128.30 feet; thence South 18° 45' 13" West 24.00 feet; thence North 71° 14' 47" West 18.00 feet; thence South 18° 45' 13" West 20.00 feet; thence North 71° 14' 47" West 10.00 feet; thence South 18° 45' 13" West 74.54 feet to a point on the North line of said Fairway View Condominiums I-3; thence along said North line North 71° 14' 47" West 83.79 feet to the true point of beginning.

CONTAINING 0.566 Acres.

PARCEL F:

Beginning at the Southwest corner of said Tract "D"; thence along the Westerly line of said Tract "D" the following courses:

North 20° 58' 38" East 104.34 feet;
North 44° 05' 26" East 178.21 feet;
North 24° 23' 52" East 22.57 feet

to the Northwest corner of Fairway View Condominiums I-3, according to the plat thereof recorded in Book H of Plats at Page 199, records of said County; thence along the North line of said Fairway View Condominiums I-3 South 71° 14' 47" East 83.79 feet to an interior Southeast corner of Fairway View Condominiums 2-1 (to be known as Fairway View Condominiums I-5) according to the plat thereof recorded in Book H of Plats at Page 221, records of said County, said point being the true point of beginning; thence along the interior Easterly, Southerly and Westerly lines of said Fairway View Condominiums 2-1 the following courses:

North 18° 45' 13" East 74.54 feet;
South 71° 14' 47" East 10.00 feet;
North 18° 45' 13" East 20.00 feet;
South 71° 14' 47" East 18.00 feet;
North 18° 45' 13" East 24.00 feet;
South 71° 11' 01" East 128.30 feet;
South 13° 20' 55" West 4.06 feet

to a point of curvature with a 488.00 foot radius curve; thence continuing along said interior Westerly line and along said curve to the right, through a central angle of 5° 24' 18", an arc distance of 46.04 feet to a point of tangency; thence continuing along said interior Westerly line South 18° 45' 13" West 65.56 feet to a point of curvature with a 138.00 foot radius curve; thence continuing along said interior Westerly line and said curve to the right, through a central angle of 1° 10' 36", an arc distance of 2.83 feet to a point on the Northerly line of Fairway View Condominiums I-4, according to the plat thereof, recorded in Book H of Plats at Page 205, records of said county; thence along said Northerly line, and the Northerly line of said Fairway View Condominiums I-3 North 71° 14' 47" West 158.83 feet to the true point of beginning.

CONTAINING 0.411 Acres.

PARCEL G:

Beginning at the Southwest corner of said Tract "D"; thence along the Westerly line of said Tract "D" the following courses:

North 20° 58' 38" East 104.34 feet;
North 44° 05' 26" East 178.21 feet;
North 24° 23' 22" East 145.27 feet

to the Northwest corner of Fairway View Condominiums 2-1, according to the plat thereof, recorded in Book H of Plats at Page 221, records of said county, said point being the true point of beginning; thence along the Northerly line of said Fairway View Condominiums 2-1 the following courses:

South 71° 24' 14" East 82.54 feet;
North 18° 52' 14" East 52.14 feet;
South 71° 09' 35" East 181.98 feet

to a point on the Easterly line of said tract "D", said point also being the Westerly right-of-way line of S.E. Village Loop, according to said plat of Fairway Village Unit 1; thence along the Easterly line of said Tract "D", and said Westerly right-of-way line North 18° 45' 13" East 54.31 feet; thence North 71° 14' 47" West 134.91 feet; thence North 18° 45' 13" East 29.00 feet; thence North 71° 14' 47" West 49.50 feet; thence South 18° 45' 13" West 26.94 feet; thence North 71° 14' 47" West 69.50 feet to a point on the Westerly line of said Tract "D"; thence South 24° 23' 52" West 108.99 feet to the true point of beginning.

CONTAINING 0.451 Acres.

PARCEL H:

Beginning at the Southwest corner of said Tract "D"; thence along the Westerly line of said Tract "D" the following courses:

North 20° 58' 38" East 104.34 feet;
North 44° 05' 26" East 178.21 feet;
North 24° 23' 52" East 254.26 feet

to the Northwest corner of Fairway View Condominiums 1-7, according to the plat thereof, recorded in Book H of Plats at page 257, records of said county, said point being the true point of beginning; thence along the Northerly line of said Fairway View Condominiums 1-7 the following courses:

South 71° 14' 47" East 69.50 feet;
North 18° 45' 13" East 26.94 feet;
South 71° 14' 47" East 49.50 feet;
South 18° 45' 13" West 29.00 feet,
South 71° 14' 47" East 134.91 feet

to a point on the Easterly line of said Tract "D", said point also being on the Westerly right-of-way line of S.E. Village Loop, according to said plat of Fairway Village Unit 1; thence along the Easterly line of said Tract "D" and said Westerly right-of-way line North 18° 45' 13" East 14.44 feet; thence North 71° 13' 56" West 86.73 feet; thence North 18° 46' 04" East 24.25 feet; thence North 71° 13' 56" West 97.68 feet; thence North 18° 45' 13" East 92.94 feet; thence North 71° 14' 47" West 75.55 feet to a point on the Easterly line of said Tract "D"; thence along said Easterly line the following courses:

South 10° 23' 20" West 77.50 feet;
South 24° 23' 52" West 53.20 feet

to the true point of beginning.

Containing 0.287 Acres.

PARCEL I:

Beginning at the Southwest corner of said Tract "D"; thence along the Westerly line of said Tract "D" the following courses:

North 20° 58' 38" East 104.34 feet;
North 44° 05' 26" East 178.21 feet;
North 24° 23' 52" East 307.46 feet;
North 10° 23' 20" East 77.50 feet

to the Northwest corner of Fairway View Condominiums I-8, according to the plat thereof, recorded in Book H of Plats at Page 281, records of said County; thence along the Northerly line of said Fairway View Condominiums I-8 South 71° 14' 47" East 75.55 feet to the true point of beginning; thence continuing South 71° 14' 47" East 184.41 feet to a point on the Easterly line of said Tract "D", said point also being on the Westerly right-of-way line of S.E. Village Loop, according to said plat of Fairway Village Unit 1; thence along the Easterly line of said Tract "D" and said Westerly right-of-way line South 18° 45' 13" West 117.24 feet to the Northeast corner of said Fairway View Condominiums I-8; thence along the Northerly and Easterly line of said Fairway View Condominiums I-8 the following courses:

North 71° 13' 56" West 86.73 feet;
North 18° 46' 04" East 24.25 feet;
North 71° 13' 56" West 97.68 feet;
North 18° 45' 13" East 92.94 feet

to the true point of beginning.

Containing 0.442 Acres.

PARCEL J:

Real property situated in Clark County, Washington, lying within the Northwest quarter of Section 1, Township 1 North, Range 2 East of the Willamette Meridian, being a portion of Tract "D" of Fairway Village Unit 1, according to the plat thereof, recorded in Volume H of Plats at Page 167, records of said County, more particularly described as follows:

Beginning at the Southwest corner of said Tract "D"; thence along the Westerly line of said Tract "D" the following courses:

North 20° 58' 38" East 104.34 feet;
North 44° 05' 26" East 178.21 feet;
North 24° 23' 52" East 307.46 feet;
North 10° 23' 20" East 77.50 feet

to the northwest corner of Fairway View Condominiums 1-8, according to the plat thereof, recorded in Book H of Plats at Page 281, records of said County; thence along the northerly line of said Fairway View Condominiums 1-8 and Fairway View Condominiums 1-9, according to the plat thereof, recorded in Book H of Plats at Page 290, records of said county, South 71° 14' 47" East 77.65 feet to the true point of beginning; thence continuing along said northerly line South 71° 14' 47" East 182.30 feet to a point on the Easterly line of said Tract "D", said point also being on the westerly right-of-way line of S.E. Village Loop, according to said plat of Fairway Village Unit 1; thence along the easterly line of said Tract "D" and said westerly right-of-way line North 18° 45' 13" East 183.15 feet; thence North 71° 20' 15" West 115.19 feet; thence South 18° 39' 45" West 43.96 feet; thence North 71° 14' 47" West 9.01 feet; thence South 18° 46' 04" West 45.42 feet; thence North 71° 11' 14" West 57.94 feet; thence South 18° 51' 49" West 93.64 feet to the true point of beginning.

Containing 0.637 Acres.

PARCEL K:

Real property situated in Clark County, Washington, lying within the Northwest quarter of Section 1, Township 1 North, Range 2 East of the Willamette Meridian, being a portion of Tracts "C" and "D" of Fairway Village Unit 1, according to the plat thereof, recorded in Volume H of Plats at Page 167, records of said County, more particularly described as follows:

Beginning at the Southwest corner of said Tract "D"; thence along the Westerly line of said Tract "D" the following courses:

North 20° 58' 38" East 104.34 feet;
North 44° 05' 26" East 178.21 feet;
North 24° 23' 52" East 307.46 feet;
North 10° 23' 20" East 77.50 feet

to the northwest corner of Fairway View Condominiums 1-8, according to the plat thereof, recorded in Book H of Plats at Page 281, records of said County said point being the true point of beginning; thence along the northerly line of said Fairway View Condominiums 1-8 and Fairway View Condominiums 1-9, according to the plat thereof, recorded in Book H of Plats at Page 290, records of said county, South 71° 14' 47" East 77.65 feet to the Southwest corner of Fairway View Condominiums 1-10, according to the plat thereof, recorded in Book H of Plats at Page 300, records of said county; thence along the Westerly and Northerly lines of said Fairway View Condominiums 1-10 the following courses:

North 18° 51' 49" East 93.64 feet;
South 71° 11' 14" East 57.94 feet;
North 18° 48' 46" East 45.42 feet;
South 71° 14' 47" East 9.01 feet;
North 18° 39' 45" East 43.96 feet

to the most Northerly Northwest corner of said Fairway View Condominiums 1-10; thence North 71° 20' 15" West 98.00 feet; thence South 18° 45' 13" West 51.62 feet; thence North 71° 14' 47" West 89.93 feet; thence South 13° 14' 00" West 36.29 feet; thence South 3° 53' 51" East 103.02 feet to the true point of beginning.

Containing 0.477 Acre.

PARCEL L:

Beginning at the most Westerly northwest corner of Fairway View Condominium 1-11, as shown on the plat recorded in Volume H of plats at page 342, records of said County; thence North 13° 14' 00" East 111.20 feet; thence South 71° 14' 47" East 131.33 feet; thence South 18° 45' 13" West 7.00 feet; thence South 71° 14' 47" East 100.30 feet; thence South 18° 45' 13" West 51.86 feet to a point on the north line of Fairway View Condominium 1-10, according to the plat thereof, recorded in Book H of Plats at page 300, records of said county; thence along the north and west lines of said Fairway View Condominium 1-10 and 1-11, the following courses;

North 71° 20' 15" West 131.00 feet;
South 18° 45' 13" West 51.62 feet;
North 71° 14' 47" West 89.93 feet

to the point of beginning.

Containing 0.403 Acres.

EXHIBIT "P"

PARCEL M:

Beginning at the Northwest corner of Lot 78 of Fairway Village - Unit 1, according to the plat thereof, recorded in Book H of Plats at Page 167, records of said county, said point being an angle point in the boundary of said Revised Tract "D"; thence along the Westerly and Northerly lines of said Tract "D" the following courses:

North 1° 57' 53" East 56.64 feet to a point of curvature with a 10.00 foot radius curve; thence along said curve to the right through a central angle of 86° 00' 08", an arc distance of 15.01 feet to a point of reverse curvature with a 695.00 foot radius curve; thence along said curve to the left, through a central angle of 0° 29' 21", an arc distance of 5.93 feet; thence South 4° 20' 10" East 18.63 feet; thence North 85° 39' 50" East 34.00 feet; thence North 4° 20' 10" West 18.38 feet to a point on the arc of a 695.00 foot radius curve; thence from a tangent bearing of North 84° 40' 28" East along said curve to the left, through a central angle of 0° 27' 20", an arc distance of 5.53 feet; thence radially to said curve North 5° 46' 52" West 45.00 feet to a point on the arc of a 650.00 foot radius curve; thence from a tangent bearing of North 84° 13' 08" East along said curve to the left, through a central angle of 4° 06' 08", an arc distance of 46.54 feet; thence North 11° 41' 55" East 59.77 feet to a point on the arc of a 2945.00 foot radius curve; thence from a tangent bearing of South 78° 12' 15" East along said curve to the right, through a central angle of 4° 11' 17", an arc distance of 215.27 feet;

thence leaving said Tract boundary South 18° 45' 13" West 73.26 feet; thence North 71° 14' 47" West 44.94 feet; thence South 18° 45' 13" West 90.92 feet to a point on the Southerly line of said Revised Tract "D"; thence along said Southerly line the following courses:

North 63° 27' 05" West 14.41 feet;
North 88° 02' 07" West 211.45 feet

to the point of beginning

Containing 0.856 Acres.

PARCEL N:

Beginning at the Northwest corner of Lot 78 of the said plat, said point being on the Southerly boundary of said Tract "D"; thence along said Southerly line South 88° 02' 07" East 211.44 feet; thence leaving said Southerly line South 63° 27' 05" East 14.41 feet to the most Southerly Southeast corner of Fairway View Condominium 1-13, according to the plat thereof, recorded in Book H of Plats at Page 364 record of said county, said point being the true point of beginning; thence along the Easterly line of said Fairway View Condominium 1-13 the following courses:

North 18° 45' 13" East 90.92 feet;
South 71° 14' 47" East 44.94 feet;
North 18° 45' 13" East 73.26 feet

to a point on the Northerly line of said Tract "D", said point being on the arc of a 2945.00 foot radius curve; thence along said Northerly line, and from a tangent bearing of South 74° 00' 58" East along said curve to the right, through a central angle of 2° 46' 25", an arc distance of 142.56 feet; thence leaving said Northerly line, South 18° 45' 13" West 84.70 feet; thence North 71° 14' 47" West 76.00 feet; thence South 18° 45' 13" West 98.17 feet; thence North 63° 27' 05" West 112.48 feet to the true point of beginning.

Containing 0.513 Acre±.

PARCEL Q:

Real property situated in Clark County, Washington, lying within the Northwest quarter of Section 1, Township 1 North, Range 2 East of the Willamette Meridian, being a portion of Tracts "C" and "D" of Fairway Village Unit 1, according to the plat thereof, recorded in Volume H of Plats at Page 167, records of said County, more particularly described as follows:

Beginning at the Northwest corner of Fairway View Condominium 1-12, according to the plat thereof, recorded in Book H of Plats at Page 355, records of said County; thence along the Northerly line of said plat South 71° 14' 47" East 131.33 feet; thence North 18° 45' 13" East 98.13 feet; thence North 74° 24' 47" West 140.28 feet; thence South 13° 14' 00" West 90.80 feet to the point of beginning.

Containing 0.294 Acres +/-

PARCEL P:

Real property situated in Clark County, Washington, lying within the Northwest quarter of Section 1, Township 1 North, Range 2 East of the Willamette Meridian, being a portion of Tract "C" and "D" of Fairway Village Unit 1, according to the plat thereof, recorded in Volume H of Plats at Page 167, records of said County, more particularly described as follows:

Beginning at the Northwest corner of Fairway View Condominium 1-15, according to the plat thereof, recorded in Book H of Plats at Page 401, records of said County; thence North 63° 27' 05" West 46.88 feet; thence North 18° 45' 13" East 98.17 feet; thence South 71° 14' 47" East 76.00 feet; thence North 18° 45' 13" East 84.70 feet to a point on the Northerly line of said Tract "D" said point also being on the arc of a 2945.00 foot radius curve; thence along said Northerly line, and from a tangent bearing of South 71° 14' 33" East along said curve to the right, through a central angle of 1° 14' 45", an arc distance of 89.74 feet to a point of reverse curvature with a 3055.00 foot radius curve; thence continuing along said Northerly line, and along said curve to the left, through a central angle of 0° 23' 25" an arc distance of 20.81 feet; thence leaving said Northerly line South 18° 45' 13" West 179.54 feet to the Northeast corner of said Fairway View Condominium 1-15; thence along the Northerly line of said Fairway View Condominium 1-15 North 74° 24' 47" West 140.28 feet to the point of beginning.

Containing 0.645 Acre±

PARCEL O

Real property situated in Clark County, Washington lying within the Northwest quarter of Section 1, Township 1 North, Range 2 East of the Willamette Meridian, being a portion of Tract "D" of Fairway Village Unit 1, according to the plat thereof, recorded in Volume H of plats at Page 167, records of said County, more particularly described as follows:

Beginning at the Northeast corner of Fairway View Condominium 1-15, according to the plat thereof, recorded in Book H of Plats at Page 401, records of said County; thence South 71° 14' 47" East 182.48 feet to a point on the Easterly line of said Tract "D", thence along said Easterly line South 18° 45' 13" West 156.85 feet to the Northeast corner of Fairway View Condominium 1-10, according to the plat thereof, recorded in Book H of Plats at Page 300, records of said County; thence along the Northerly line of said Fairway View Condominium 1-10, North 71° 20' 15" West 82.19 feet to the most Easterly Southeast corner of Fairway View Condominium 1-12, according to the plat thereof, recorded in Book H of Plats at Page 355, records of said County; thence along the Easterly and Northerly lines of said Fairway View Condominiums 1-12 the following courses:

North 18° 45' 13" East 51.86 feet;
North 71° 14' 47" West 100.30 feet;

thence along the Easterly line of said Fairway View Condominium 1-12 and said Fairway View Condominium 1-15, North 18° 45' 13" East 105.13 feet to the point of beginning.

Containing 0.538 Acres

PARCEL R

Real property situated in Clark County, Washington lying within the Northwest quarter of Section 1, Township 1 North, Range 2 East of the Willamette Meridian, being a portion of Tract "D" of Fairway Village Unit 1, according to the plat thereof, recorded in Volume H of Plats at Page 167, records of said County, more particularly described as follows:

Beginning at the Southeast corner of Fairway View Condominium 1-16, according to the plat thereof, recorded in Book H of Plats at Page 342, records of said county; thence along the Easterly line of said plat North 18° 45' 13" East 179.54 feet to a point on the Northerly line of said Tract "D", said point being on the arc of a 3055.00 foot radius curve; thence along the Northerly and Easterly lines of said Tract "D" the following courses:

thence from a tangent bearing of South 69° 53' 13" East along said curve to the left, through a central angle of 1° 32' 28", an arc distance of 82.17 feet to a point of reverse curvature with a 100.00 foot radius curve, thence along said curve to the right, through a central angle of 90° 10' 54", an arc distance of 157.40 feet to a point of tangency; thence South 18° 45' 13" West 78.70 feet

to the Northeast corner of Fairway View Condominium 1-17, according to the plat thereof, recorded in Book H of Plats, at Page 433 records of said county; thence along the Northerly line of said plat North 71° 14' 47" West 182.48 feet to the point of beginning.

Containing 0.700 Acres

SCHEDULE "B"

FAIRWAY VIEW CONDOMINIUM 1-18

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>ADDRESS</u>	<u># OF ROOMS</u>	<u>SQ. FEET</u>	<u>VALUE</u>	<u>PERCENTAGE OWNERSHIP OF COMMON FACILITIES AND VOTE</u>
1 (Lower)	1	2624 S.E. Bay Point Dr. Vancouver, Washington	7	948	\$57,000	.75
2 (Upper)	1	2524 S.E. Bay Point Dr. Vancouver, Washington	7	948	\$57,000	.75
3 (Lower)	1	2624 S.E. Bay Point Dr. Vancouver, Washington	7	964	\$53,500	.69
4 (Lower)	1	2624 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
5 (Upper)	1	2624 S.E. Bay Point Dr. Vancouver, Washington	7	964	\$53,500	.69
6 (Upper)	1	2624 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
7 (Lower)	2	2618 S.E. Bay Point Dr. Vancouver, Washington	7	964	\$53,500	.69
8 (Lower)	2	2618 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
9 (Upper)	2	2618 S.E. Bay Point Dr. Vancouver, Washington	7	964	\$53,500	.69
10 (Upper)	2	2618 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
11 (Lower)	2	2618 S.E. Bay Point Dr. Vancouver, Washington	6	895	\$50,000	.65
12 (Lower)	2	2618 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
13 (Lower)	2	2618 S.E. Bay Point Dr. Vancouver, Washington	6	895	\$50,000	.65

PERCENTAGE OWNERSHIP
OF COMMON FACILITIES
AND VOTE

62

UNIT NO. BLDG.
NO.

ADDRESS

OF
ROOMS

SQ. FEET

VALUE

14 (Upper)	2	2618 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
15 (Lower)	3	2610 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
16 (Lower)	3	2610 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69
17 (Upper)	3	2610 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
18 (Upper)	3	2610 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69
19 (Lower)	4	2606 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
20 (Lower)	4	2606 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69
21 (Upper)	4	2606 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
22 (Upper)	4	2606 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69
23 (Lower)	4	2606 S.E. Bay Point Dr. Vancouver, Washington	7	948	\$57,000	.75
24 (Upper)	4	2606 S.E. Bay Point Dr. Vancouver, Washington	7	948	\$57,000	.75
25 (Lower)	5	2518 S.E. Bay Point Dr. Vancouver, Washington	7	948	\$57,000	.75
26 (Upper)	5	2518 S.E. Bay Point Dr. Vancouver, Washington	7	948	\$57,000	.75
27 (Lower)	5	2518 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69

SCHEDULE "C"

UNIT NO.	BLDG. NO.	ADDRESS	# OF ROOMS	SQ. FEET	VALUE	PERCENTAGE OWNERSHIP OF COMMON FACILITIES AND VOTE
28 (Lower)	5	2518 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
29 (Upper)	5	2518 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69
30 (Upper)	5	2518 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
31 (Lower)	6	2516 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69
32 (Lower)	6	2516 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
33 (Upper)	6	2516 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69
34 (Upper)	6	2516 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
35 (Lower)	7	2512 S.E. Bay Point Dr. Vancouver, Washington	7	948	\$57,000	.75
36 (Upper)	7	2512 S.E. Bay Point Dr. Vancouver, Washington	7	948	\$57,000	.75
37 (Lower)	7	2512 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69
38 (Lower)	7	2512 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
39 (Upper)	7	2512 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69
40 (Upper)	7	2512 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
41 (Lower)	8	2506 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>ADDRESS</u>	<u># OF ROOMS</u>	<u>SO. FEET</u>	<u>VAIDE</u>	<u>PERCENTAGE OWNERSHIP OF COMMON FACILITIES AND VOTE</u>
42 (Upper)	8	2506 S.E. Bay Point Dr. Vancouver, Washington	6	950	\$57,000	.75
43 (Lower)	8	2506 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
44 (Upper)	8	2506 S.E. Bay Point Dr. Vancouver, Washington	6	950	\$57,000	.75
45 (Lower)	8	2506 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
46 (Upper)	8	2506 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64
47 (Lower)	8	2506 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
48 (Upper)	8	2506 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64
49 (Lower)	9	2420 S.E. Bay Point Dr. Vancouver, Washington	7	1140	\$69,500	.90
50 (Lower)	9	2420 S.E. Bay Point Dr. Vancouver, Washington	7	950	\$57,000	.75
51 (Upper)	9	2420 S.E. Bay Point Dr. Vancouver, Washington	7	1140	\$69,500	.90
52 (Upper)	9	2420 S.E. Bay Point Dr. Vancouver, Washington	6	950	\$57,000	.75
53 (Lower)	10	2418 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64
54 (Lower)	10	2418 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
55 (Upper)	10	2418 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64

PERCENTAGE OWNERSHIP
OF COMMON FACILITIES
AND VOTE

UNIT NO.

BIDG.
NO.

ADDRESS

OF
ROOMS

SO. FEET

VALUE

56 (Upper)	10	2418 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
57 (Lower)	10	2418 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
58 (Lower)	10	2418 S.E. Bay Point Dr. Vancouver, Washington	6	950	\$57,000	.75
59 (Upper)	10	2418 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
60 (Upper)	10	2418 S.E. Bay Point Dr. Vancouver, Washington	6	950	\$57,000	.75
61 (Lower)	11	2410 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64
62 (Lower)	11	2410 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
63 (Upper)	11	2410 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64
64 (Upper)	11	2410 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
65 (Lower)	11	2410 S.E. Bay Point Dr. Vancouver, Washington	6	950	\$57,000	.75
66 (Lower)	11	2410 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
67 (Upper)	11	2410 S.E. Bay Point Dr. Vancouver, Washington	6	950	\$57,000	.75
68 (Upper)	11	2410 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
69 (Lower)	12	2408 S.E. Bay Point Dr. Vancouver, Washington	7	1140	\$69,500	.90

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>ADDRESS</u>	<u># OF ROOMS</u>	<u>SQ. FEET</u>	<u>VALUE</u>	<u>PERCENTAGE OWNERSHIP OF COMMON FACILITIES AND VOTE</u>
70 (Lower)	12	2408 S.E. Bay Point Dr. Vancouver, Washington	7	950	\$57,000	.75
71 (Upper)	12	2408 S.E. Bay Point Dr. Vancouver, Washington	7	1140	\$69,500	.90
72 (Upper)	12	2408 S.E. Bay Point Dr. Vancouver, Washington	7	950	\$57,000	.75
73 (Lower)	12	2408 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
74 (Lower)	12	2408 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64
75 (Upper)	12	2408 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
76 (Upper)	12	2408 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64
77 (Lower)	13	2316 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
78 (Lower)	13	2316 S.E. Bay Point Dr. Vancouver, Washington	7	950	\$57,000	.75
79 (Upper)	13	2316 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
80 (Upper)	13	2316 S.E. Bay Point Dr. Vancouver, Washington	7	950	\$57,000	.75
81 (Lower)	13	2316 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
82 (Lower)	13	2316 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64
83 (Upper)	13	2316 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>ADDRESS</u>	<u># OF ROOMS</u>	<u>SQ. FEET</u>	<u>VALUE</u>	<u>PERCENTAGE OWNERSHIP OF COMMON FACILITIES AND VOTE</u>
84 (Upper)	13	2316 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64
85 (Lower)	14	2314 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69
86 (Lower)	14	2314 S.E. Bay Point Dr. Vancouver, Washington	7	1140	\$69,500	.90
87 (Upper)	14	2314 S.E. Bay Point Dr. Vancouver, Washington	6	964	\$53,500	.69
88 (Upper)	14	2314 S.E. Bay Point Dr. Vancouver, Washington	7	1140	\$69,500	.90
89 (Lower)	15	2312 S.E. Bay Point Dr. Vancouver, Washington	7	1140	\$69,500	.90
90 (Lower)	15	2312 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
91 (Upper)	15	2312 S.E. Bay Point Dr. Vancouver, Washington	7	1140	\$69,500	.90
92 (Upper)	15	2312 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
93 (Lower)	15	2312 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
94 (Lower)	15	2312 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64
95 (Upper)	15	2312 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
96 (Upper)	15	2312 S.E. Bay Point Dr. Vancouver, Washington	4	717	\$49,900	.64

UNIT NO.	BLDG. NO.	ADDRESS	# OF ROOMS	SQ. FEET	VALUE	PERCENTAGE OWNERSHIP OF COMMON FACILITIES AND VOTE
97 (Lower)	16	2306 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
98 (Lower)	16	2306 S.E. Bay Point Dr. Vancouver, Washington	6	971	\$57,500	.76
99 (Upper)	16	2306 S.E. Bay Point Dr. Vancouver, Washington	7	1064	\$60,000	.77
100 (Upper)	16	2306 S.E. Bay Point Dr. Vancouver, Washington	6	971	\$57,500	.76
101 (Lower)	16	2306 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
102 (Lower)	16	2306 S.E. Bay Point Dr. Vancouver, Washington	7	950	\$57,000	.75
103 (Upper)	16	2306 S.E. Bay Point Dr. Vancouver, Washington	7	1266	\$75,750	.97
104 (Upper)	16	2306 S.E. Bay Point Dr. Vancouver, Washington	7	950	\$57,000	.75
105 (Lower)	17	15809 S.E. 23rd Street Vancouver, Washington	7	1064	\$60,000	.77
106 (Lower)	17	15809 S.E. 23rd Street Vancouver, Washington	7	1266	\$75,750	.97
107 (Upper)	17	15809 S.E. 23rd Street Vancouver, Washington	7	1064	\$60,000	.77
108 (Upper)	17	15809 S.E. 23rd Street Vancouver, Washington	7	1266	\$75,750	.97
109 (Lower)	17	15809 S.E. 23rd Street Vancouver, Washington	7	1064	\$60,000	.77

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>ADDRESS</u>	<u># OF ROOMS</u>	<u>SQ. FEET</u>	<u>VALUE</u>	<u>PERCENTAGE OWNERSHIP OF COMMON FACILITIES AND VOTE</u>
110 (Lower)	17	15809 S.E. 23rd Street Vancouver, Washington	7	1140	\$69,500	.90
111 (Upper)	17	15809 S.E. 23rd Street Vancouver, Washington	7	1064	\$60,000	.77
112 (Upper)	17	15809 S.E. 23rd Street Vancouver, Washington	7	1140	\$69,500	.90
113 (Lower)	18	15719 S.E. 23rd Street Vancouver, Washington	4	717	\$49,900	.64
114 (Lower)	18	15719 S.E. 23rd Street Vancouver, Washington	7	1266	\$75,750	.97
115 (Upper)	18	15719 S.E. 23rd Street Vancouver, Washington	4	717	\$49,900	.64
116 (Upper)	18	15719 S.E. 23rd Street Vancouver, Washington	7	1266	\$75,750	.97
117 (Lower)	18	15719 S.E. 23rd Street Vancouver, Washington	7	950	\$57,000	.75
118 (Lower)	18	15719 S.E. 23rd Street Vancouver, Washington	7	1064	\$60,000	.77
119 (Upper)	18	15719 S.E. 23rd Street Vancouver, Washington	7	950	\$57,000	.75
120 (Upper)	18	15719 S.E. 23rd Street Vancouver, Washington	7	1064	\$60,000	.77
121 (Lower)	19	15711 S.E. 23rd Street Vancouver, Washington	4	717	\$49,900	.64
122 (Lower)	19	15711 S.E. 23rd Street Vancouver, Washington	7	1266	\$75,750	.97

UNIT NO.	BLDG. NO.	ADDRESS	# OF ROOMS	SQ. FEET	VALUE	PERCENTAGE OWNERSHIP OF COMMON FACILITIES AND VOTE
123 (Upper)	19	15711 S.E. 23rd Street Vancouver, Washington	4	717	\$49,900	.64
124 (Upper)	19	15711 S.E. 23rd Street Vancouver, Washington	7	1266	\$75,750	.97
125 (Lower)	19	15711 S.E. 23rd Street Vancouver, Washington	6	971	\$57,500	.76
126 (Upper)	19	15711 S.E. 23rd Street Vancouver, Washington	7	1140	\$69,500	.90
127 (Upper)	19	15711 S.E. 23rd Street Vancouver, Washington	6	971	\$57,500	.76
128 (Upper)	19	15711 S.E. 23rd Street Vancouver, Washington	7	1140	\$69,500	.90
TOTAL					\$7,741,400.00	100.00

SCHEDULE "C"

Real property situated in the County of Clark, State of Washington, lying within Section 1 and the East half of Section 2, Township 1 North, Range 2 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southerly corner of Lot 1 of Lewis & Clark Highlands, according to the plat thereof recorded in Book "G" of Plats, and page 890, records of Clark County; thence along the Easterly boundary of said Lewis & Clark Highlands North 55°40'47" East 278.86 feet to the true point of beginning; thence continuing along said Easterly boundary the following courses:

North 55°40'47" East 46.14 feet; thence North 39°13'58" East 117.17 feet to a point on a 840.00 foot radius curve; thence from a tangent bearing of South 50°46'02" East along said curve to the left through a central angle of 2°22'40" an arc distance of 34.86 feet; thence radially from said curve North 36°51'18" East 167.05 feet to a point on the Southerly boundary of Cascade Highlands Unit 1 according to the plat thereof recorded in Book "G" of Plats, at page 966, records of Clark County.

thence leaving the Easterly boundary of said Lewis & Clark Highlands and along the Southerly boundary of said Cascade Highlands Unit 1 South 46°37'48" East 15.00 feet to the Southeast corner of said Cascade Highlands Unit 1; thence along the Easterly boundary of said Cascade Highlands Unit 1 the following courses:

North 35°35'23" East 114.82 feet to a point on a 560 foot radius curve; thence from a tangent bearing of South 54°24'37" East along said curve to the left through a central angle of 2°44'50" an arc distance of 26.85 feet; thence radially from said curve North 32°50'33" East 60.00 feet; thence North 43°22'12" East 574.22 feet; thence North 38°41'12" East 308.09 feet; thence North 30°26'33" East 260.26 feet; thence North 22°18'24" East 301.93 feet; thence North 16°13'36" East 201.20 feet; thence North 2°10'20" East 109.32 feet to a point on a 2,340 foot radius curve; thence from a tangent bearing of South 87°49'40" East along said curve to the left through a central angle of 0°41'10" an arc distance of 28.02 feet; thence radially from said curve North 1°29'10" East 290.00 feet to a point on a 2,050 foot radius curve; thence from a tangent bearing of South 88°30'50" East along said curve to the left through a central angle of 0°38'58" an arc distance of 23.24 feet to the point of reverse curvature with a 2,950.00 foot radius curve;

thence leaving the Easterly line of said Cascade Highlands Unit 1 and along said curve to the right through a central angle of 19°40'00" an arc distance of 1012.58 feet to the point of reverse curvature with a 3,050 foot radius curve; thence along said curve to the left through a central angle of 4°39'46" an arc distance of 248.21 feet; thence South 18°45'13" West 868.00 feet; thence South 89°08'47" East 825.01 feet; thence South 1°25'46" West 733.44 feet; thence South 89°31'02" East 483.36 feet to a point on the West Right-of-Way line of S.E. 164th Avenue (60 feet wide); thence along said West Right-of-Way line South 0°51'13" West 376.35 feet; thence leaving said Right-of-Way line North 88°43'07" West 487.08 feet; thence South 1°25'46" West 385.71 feet; thence South 88°43'07" East 490.95 feet to a point on said Right-of-Way line; thence along said Right-of-Way line the following courses:

South 0°51'13" West 1754.48 feet; thence North 89°08'47" West 20.00 feet; thence South 0°51'13" West 23.47 feet; thence South 0°37'21" West 307.77 feet to a point on the Northerly Right-of-Way line of SR 14 (Lewis & Clark Highway);

SCHEDULE "D"

thence leaving the West Right-of-Way line of said S.E. 164th Avenue and along the Northerly Right-of-Way line of said SR 14 the following courses:

South 81°23'14" West 138.21 feet; thence North 79°22'03" West 83.65 feet to a point of curvature with a 1372.50 foot radius curve; thence from a tangent bearing of North 79°22'03" West along said curve to the right through a central angle of 9°48'00", an arc distance of 234.76 feet to a point of tangency; thence North 69°34'03" West 84.01 feet to a point on a 111.00 foot radius curve; thence from a tangent bearing of South 30°47'33" West along said curve to the left through a central angle of 4°12'09", an arc distance of 8.14 feet; thence North 67°17'03" West 3709.02 feet; thence leaving said Northerly Right-of-Way line North 22°42'57" East 1160.79 feet to the True Point of Beginning.

EXCEPTING from the above described property the parcels of land described under the following Auditor's File Number's G-567365, G-607225, E-53166, G-125644, G-342767 and G-91299.

Containing 250.00 Acres.

Chicago Little
MAY 11 10 21 AM '89

EM 21 2 11 LUCE

*Suite 2154 Pac West Center
1211 S.W. 5th Ave
Portland, Ore 97204 ... 39*

SCHEDULE "D"

Gen. Sweeney - (Rd. 2) 10-7-24
Clark County Auditor
Auditor's Certificate
attested this 3 day of Oct 1924
David Nicholas
Clark County Auditor
RECORDING CERTIFICATE
Filed for record of the request of TUALATIN
OLYMPIAN COMPANY a Division of
COMPANIES INC. 3 days of Oct.

SURVEYORS CERTIFICATE
I hereby state that this plot of **TEARNAK VIEW CONDOMINIUMS 1-7**, a Horizontal Property, is **located** in the city of **Quebec**, in the county of **Quebec**, and is more particularly described in the plan of **157**, of the records of **Carte No. 1**, **Montreal**.

DECLASSATION AND
 Richard Spaulding
 Richard Spaulding
 6-21-84
 Date
 63-11,933
 as being
 occasionally depicts the location of the apartment regime,
 NEW YORK STATE ARCHIVES
 PHOTOGRAPHIC LABORATORY
 125 WEST 171ST STREET
 NEW YORK, N.Y. 10032

UNIT, AND REFERENCE TO DEDICATION
WE, the undersigned, owners in fee simple of the land
herein described, declare this survey map and plans for
Condemnation purposes, which, to meet the requirements of
the Horizontal Property Regime Act for a Survey Map and
plans, and to submit the same for approval by the Survey
map and plans, clear and properly in the Act. The Survey

DECLARANTS
JULIA A. [redacted]
[redacted] day of _____, 1984, on the
[redacted] Declaration of Obedience,
Conditions and Restrictions for this Communism, filed
under Clark County Auditors No. [redacted] are
restricted by the terms of the Declaration of Obedience,
Conditions and Restrictions for this Communism, filed
under Clark County Auditors No. [redacted] on the
[redacted] day of _____, 1984.

4. Robert C. Latta a Key Person
President

S. E. RANNEY CREEK 110° 58' 30" E. 104.50'
 FARMWAY NEW FARMWAY NEW
 CONDOMINIUMS - CONDOMINIUMS 1-9
 1 (N-187) (N-189)

4-12-38 50-
 K-1025 L13615
 FERNW
 AIRWAY VIEW
 CINDY HANNAH 1-2
 (N-192)

DRIVE

[illegible]

1257

Figure 1: Example of a simple network	Figure 2: Example of a complex network	Figure 3: Example of a network with a central node	Figure 4: Example of a network with a central node and a central edge	Figure 5: Example of a network with a central node and a central edge, and a central node

1-257

FAIRWAY VIEW CONDOMINIUMS 1-7

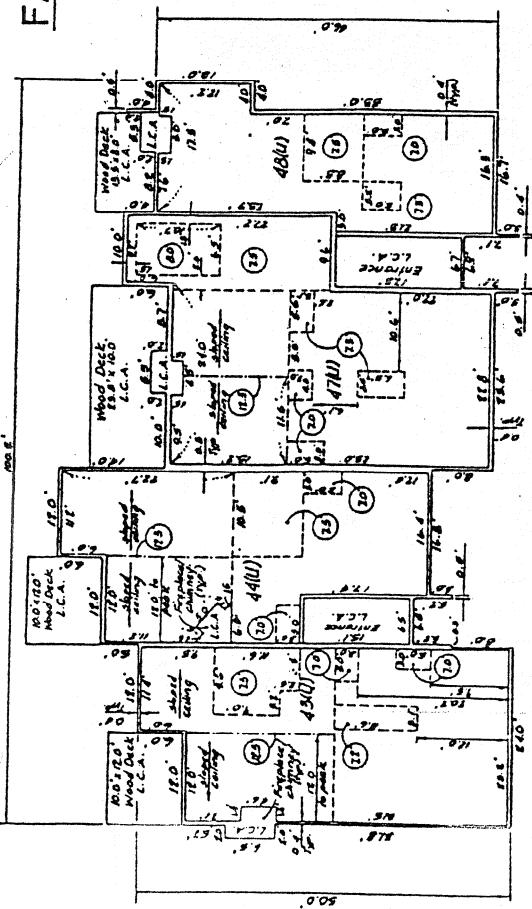
AUGUST, 1984

PREPARED BY:

11-257



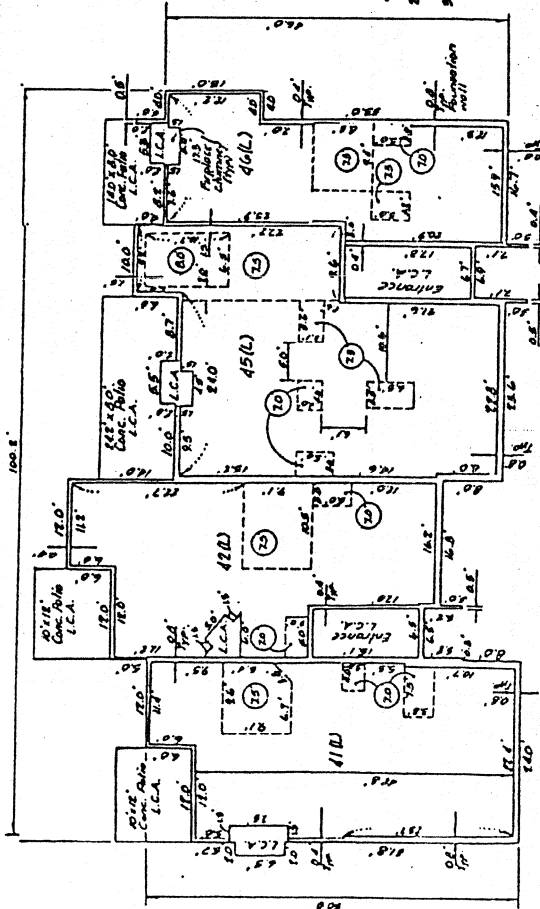
MacKay & Spoutto
ENGINEERS ARCHITECTS PLANNERS
110 E 17TH ST. VANCOUVER, WA



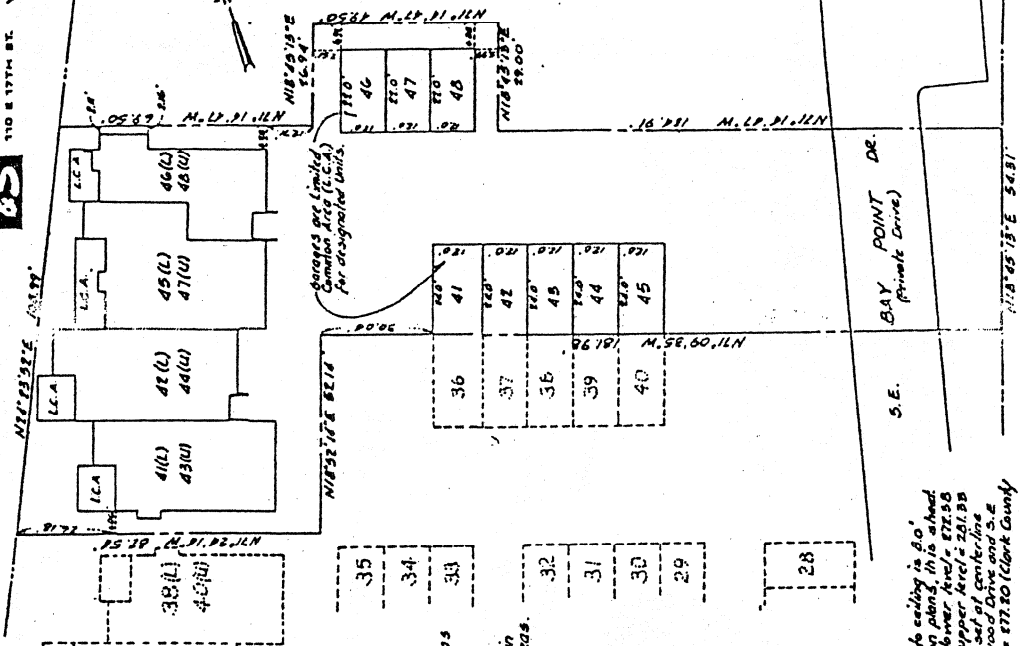
UPPER LEVEL UNITS
Scale: 1"=10'

LEGEND

- L.C.A. Limited Common Area
- Limits of lowered ceilings areas
- - - Peak of sloped ceilings
- (1) Distance from floor to ceiling in lowered and sloped ceiling areas.



LOWER LEVEL UNITS
Scale: 1"=10'



NOTES:

1. Distance from finish floor to ceiling is 8.0' unless otherwise noted on plans. This is a shed.
2. Finish floor elevation on lower level = 871.55
3. Finish floor elevation on upper level = 871.55
4. Bench Mark: Large R.R. set of centerline intersection of S.E. Greenwood Drive and S.E. Graham Road. Elevation = 871.10 (Clark County Column).

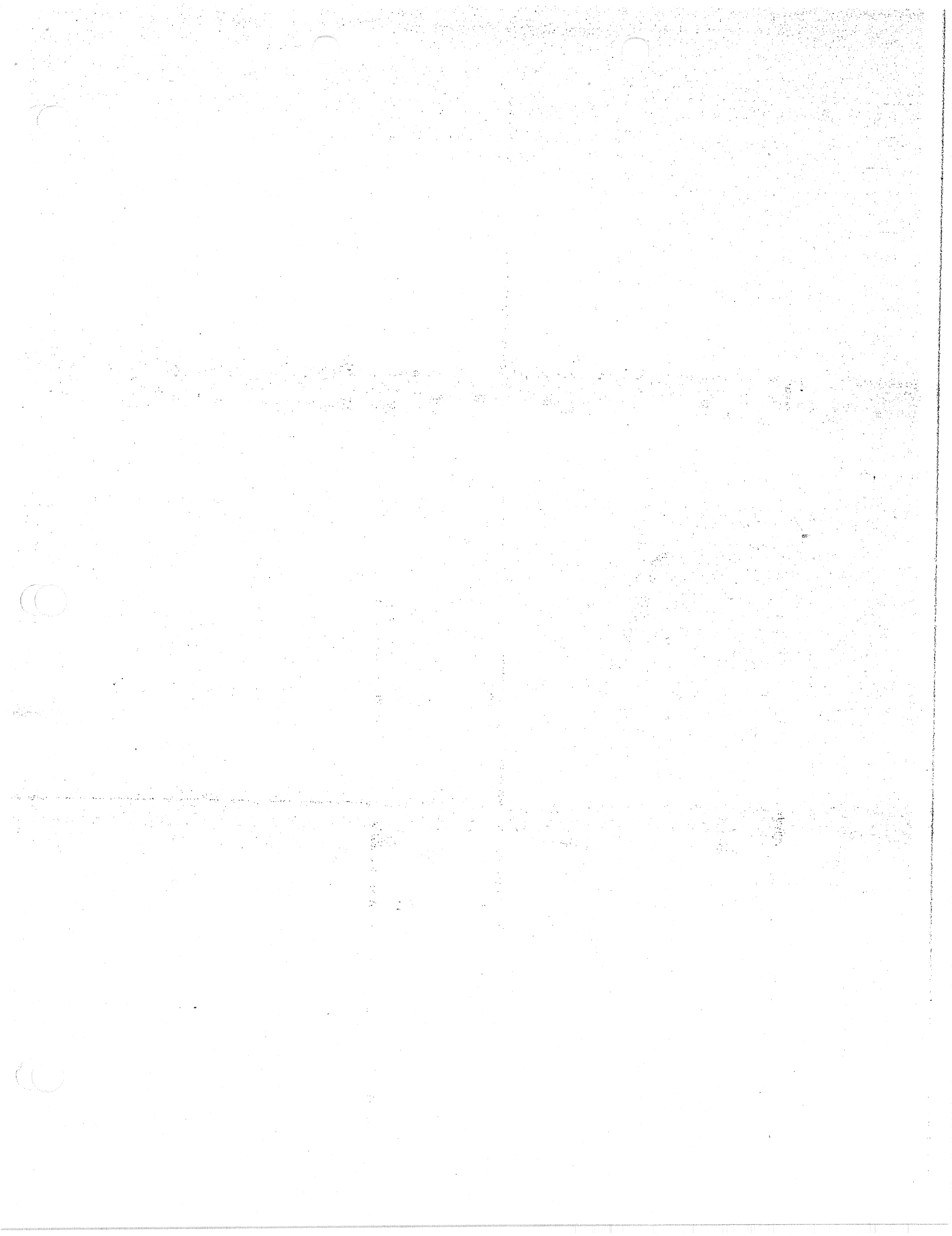
BUILDING TIES TO TRACT "D" BOUNDARY

Scale: 1"=20'

11-257
N0595-1-7
Sheet 2 of 2

1-257

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FILED FOR RECORD AT THE REQUEST OF:
Law Offices of James L. Strichartz
200 West Mercer Street #511
Seattle, WA 98119

**AMENDMENT TO
DECLARATION FOR
FAIRWAY VIEW CONDOMINIUMS 1-18**

Grantor: Fairway View Condominium Association
Grantee: N/A
Legal Description: Fairway View Condominiums 1-18 according to Declaration recorded in Clark County, Washington under Recording No. 8905110002, as thereafter amended of record.
Tax Parcel ID: 092006 (Master Number)

WHEREAS, a certain Declaration submitting real estate to the Horizontal Property Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as amended, entitled SUBSEQUENT PHASE CERTIFICATE AND AMENDMENT TO DECLARATION COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FAIRWAY VIEW CONDOMINIUMS 1-18 A WASHINGTON CONDOMINIUM, was recorded on May 11, 1989, under Recording No. 8905110002, in the records of Clark County, State of Washington, together with the Survey Map and Plans recorded in Volume H Condominiums, at page 445, under Recording No. 8905110002, in records of Clark County, State of Washington, superceding the original declaration recorded under Clark County Auditor's File No. 8206250208 and the subsequent phase certificates and amendments to declaration for Phases 1-17; and

WHEREAS, pursuant to Section 12.1 of the Declaration, after notice to all of the owners entitled to vote thereon duly given, not less than Sixty percent (60%) of the Unit Owners have consented in writing to amend the Declaration as hereinafter set forth; and

NOW THEREFORE, the President and the Secretary of Fairway View Condominium Association certify the Declaration to have been amended in the following particulars:

A. *Article 16 of the Declaration is hereby deleted and the following new Article 16 is substituted therefor:*

ARTICLE 16. AUTHORITY TO GRANT EASEMENTS, RIGHTS OF WAY, LICENSES AND OTHER SIMILAR INTERESTS. The Association, through its Board of Directors, shall have the authority to execute, acknowledge, deliver and record on behalf of the apartment owners, easements, rights of way, licenses and other similar interests affecting the general common areas and facilities; provided, however, that the granting of any such interest which would act to deprive an owner of the right to use any portion of the general common areas and facilities in accordance with the purpose for which it was intended shall first

require the prior written approval of at least seventy-five percent (75%) of the apartment owners. The instrument granting any such interest shall be executed by the chairman and secretary of the Association and acknowledged in the manner provided for acknowledgment of such instruments by such officers and shall state that such grant was approved in accordance with the provisions of this Article.

B. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.

DATED this 6 day of December, 2001.

FAIRWAY VIEW CONDOMINIUM
ASSOCIATION

By: Norman E. Collins
President

ATTEST: The above amendment
was properly adopted.

By: Joanne Tofflemire
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 6th day of December, 2001, personally appeared before me, Norman E. Collins and Joanne Tofflemire, known to me to be the President and Secretary of Fairway View Condominium Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument.

DATED this 6th day of December, 2001.



Darcey E. Reed [Signed]
DARCEY E. REED [Print Name]
Notary Public in and for the State of Washington,
residing at CLARKS, WA
My commission expires: 9-20-2004

5111830 AMD

RecFee - \$75.00 Pages: 4 - PROFIT LAW PC
Clark County, WA 10/14/2014 09:49



Return Address:

Kathleen A. Profitt
Profitt Law PC
10121 SE Sunnyside Rd., Ste. 300
Clackamas, OR 97015

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Second Amendment to the Declaration for Fairway View Condominiums

Reference Number(s) of Documents assigned or released: 8905110002

Grantor(s) Exactly as name(s) appear on document

1. Fairway View Condominium Association

Additional names on page ___ of document

Grantee(s) Exactly as name(s) appear on document

1. Fairway View Condominiums

Additional names on page ___ of document

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

Fairway View Condominiums 1-18 according to Declaration recorded in Clark county, Washington under Recording No. 8905110002, as thereafter amended of record.

Assessor's Property Tax Parcel/Account No: 092006 (Master Number)

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

After recording, return to:

Kathleen A. Profitt
Profitt Law PC
10121 SE Sunnyside Road, Suite 300
Clackamas, OR 97015

Fairway View Condominium Association
c/o Invest West Management LLC
12503 SE Mill Plain Blvd, Ste. 260
Vancouver, WA 98684

SECOND AMENDMENT TO THE DECLARATION FOR FAIRWAY VIEW
CONDOMINIUMS

This SECOND AMENDMENT TO THE DECLARATION FOR FAIRWAY VIEW
CONDOMINIUMS (this "Amendment") made by Fairway View Condominium
Association (the "Association"), is effective upon recording.

WHEREAS, a certain Declaration submitting real estate to the Horizontal Property
Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as
amended, entitled SUBSEQUENT PHASE CERTIFICATE AND AMENDMENT TO
DECLARATION COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS FAIRWAY VIEW CONDOMINIUMS 1-18 A WASHINGTON
CONDOMINIUM, was recorded on May 11, 1989, under Recording No. 8905110002, in
the records of Clark County, State of Washington, together with the Survey Map and
Plans recorded in Volume H Condominiums, at page 445, under Recording No.
8905110002, in records of Clark County, State of Washington, superceding the original
Declaration recorded under Clark County Auditor's File No. 8212090100 and the
subsequent phase certificates and amendments to declaration for Phases 1-17 and as
amended; and

WHEREAS, pursuant to Section 12.1 of the Declaration, after notice to all of the owners
entitled to vote thereon duly given, owners holding 60% or more of the voting rights
within the Association have consented in writing to amend the Declaration as herein after
set forth,

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Amendment. Section 4.7 is added as follows:

Section 4.7. New Buyers Fee. Whenever a unit is sold, conveyed or transferred to a bona fide purchaser for value, upon the closing of the purchase, Fairway View Condominium Association shall collect \$500 as a New Buyer Fee. Such sum shall be nonrefundable and is to be used for the benefit of the Condominium property and shall be dedicated to the Reserve Fund that is used for major maintenance, repair, and replacement of common elements. Proprietary members of Fairway Village who purchase another unit within Fairway Village for their personal residence are exempt from payment of this fee. When a unit is inherited, no sale has occurred and therefore no fee is due. The heirs must notify the Association of the change in ownership within 90 days. In situations where title is transferred without consideration of value, no sale has occurred and therefore no fee is due.

2. Approval. The Association has approved this Amendment, effective as of the date set forth above. No Mortgagee is required to approve this Amendment.

3. Effect of Amendment. Except as expressly amended hereby, the Declaration remains unamended and in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed to be effective upon recording.

ASSOCIATION:

FAIRWAY VIEW CONDOMINIUM ASSOCIATION, a
Washington nonprofit corporation

By: Donna McIntosh
Donna McIntosh, President

CERTIFICATE OF ASSOCIATION

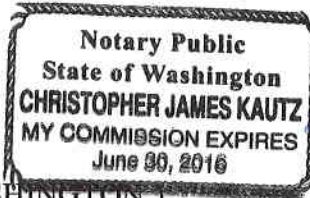
The Chairperson and Secretary of Fairway View Condominium Association hereby certify that the foregoing Amendment has been approved by the Association in accordance with Article 12.1 of the Declaration and RCW 64.32.090, and may be executed and recorded as set forth in RCW 64.32.140.

Donna McIntosh
Donna McIntosh, President

Kathleen Barry
Kathleen Barry, Secretary

STATE OF WASHINGTON)
)ss.
COUNTY OF Clark)

This instrument was acknowledged before me by Donna McIntosh, the President of Fairway View Condominium Association, a Washington nonprofit corporation, on behalf of and as the act and deed of said nonprofit corporation, on this 3 day of October, 2014.



[Signature]
Notary Public for Washington
My Commission expires: 6/30/2016

STATE OF WASHINGTON)
)ss.
COUNTY OF Clark)

This instrument was acknowledged before me by Kathleen Barry, the Secretary of Fairway View Condominium Association, a Washington nonprofit corporation, on behalf of and as the act and deed of said nonprofit corporation, on this 3 day of October, 2014.



[Signature]
Notary Public for Washington
My Commission expires: 12-15-17

After recording, return to:

Kathleen A. Profitt
Profitt Law PC
10121 SE Sunnyside Road, Suite 300
Clackamas, OR 97015

Fairway View Condominium Association
c/o Invest West Management LLC
12503 SE Mill Plain Blvd, Ste. 260
Vancouver, WA 98684

**THIRD AMENDMENT TO THE DECLARATION FOR FAIRWAY VIEW
CONDOMINIUMS**

This THIRD AMENDMENT TO THE DECLARATION FOR FAIRWAY VIEW CONDOMINIUMS (this "Amendment") made by Fairway View Condominium Association (the "Association"), is effective upon recording.

WHEREAS, a certain Declaration submitting real estate to the Horizontal Property Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as amended, entitled SUBSEQUENT PHASE CERTIFICATE AND AMENDMENT TO DECLARATION COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FAIRWAY VIEW CONDOMINIUMS 1-18 A WASHINGTON CONDOMINIUM, was recorded on May 11, 1989, under Recording No. 8905110002, in the records of Clark County, State of Washington, together with the Survey Map and Plans recorded in Volume H Condominiums, at page 445, under Recording No. 8905110002, in records of Clark County, State of Washington, superceding the original Declaration recorded under Clark County Auditor's File No. 8212090100 and the subsequent phase certificates and amendments to declaration for Phases 1-17 and as amended, and further amended by documents recorded on December 19, 2001, and October 14, 2014, in the Clark County records under Recording Nos. 3404891 and 5111830, respectively; and

WHEREAS, pursuant to Section 12.1 of the Declaration, after notice to all of the owners entitled to vote thereon duly given, owners holding 60% or more of the voting rights within the Association have consented in writing to amend the Declaration as herein after set forth,

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Amendment. Section 4.7 is hereby deleted, and the following Section 4.7 is substituted therefor:

Section 4.7. New Buyers Fee. Whenever a unit is sold, conveyed or transferred to a bona fide purchaser for value, upon the closing of the purchase, Fairway View Condominium Association shall collect \$1,000 as a New Buyer Fee. Such sum shall be nonrefundable and is to be used for the benefit of the Condominium property and shall be dedicated to the Reserve Fund that is used for major maintenance, repair, and replacement of common elements. The Condo Buyer's Fee shall be charged and collected upon every unit sale, regardless to whether or not the purchaser is already a member of the Association. When a unit is inherited, no sale has occurred and therefore no fee is due. The heirs must notify the Association of the change in ownership within 90 days. In situations where title is transferred without consideration of value, no sale has occurred and therefore no fee is due.

2. Approval. The Association has approved this Amendment, effective as of the date set forth above. No Mortgagee is required to approve this Amendment.
3. Effect of Amendment. Except as expressly amended hereby, the Declaration remains unamended and in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed to be effective upon recording.

ASSOCIATION: FAIRWAY VIEW CONDOMINIUM ASSOCIATION, a
Washington nonprofit corporation

By: *Dorothy M. Melch*
Fairway View HOA, President

THIRDA MENDMENT TO DECLARATION - PAGE 2

CERTIFICATE OF ASSOCIATION

The Chairperson and Secretary of Fairway View Condominium Association hereby certify that the foregoing Amendment has been approved by the Association in accordance with Article 12.1 of the Declaration and RCW 64.32.090, and may be executed and recorded as set forth in RCW 64.32.140.

Dorothy M. Mullin
Chair, President

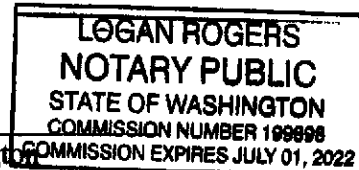
Kathleen M. Barry
Secretary

STATE OF WASHINGTON)
COUNTY OF Clark) ss.

This instrument was acknowledged before me by Dorothy Mullin, the President of Fairway View Condominium Association, a Washington nonprofit corporation, on behalf of and as the act and deed of said nonprofit corporation, on this 19 day of July, 2018.

[Signature]
Notary Public for Washington

My Commission expires: _____



STATE OF WASHINGTON)
COUNTY OF Clark) ss.

This instrument was acknowledged before me by Kathleen Barry, the Secretary of Fairway View Condominium Association, a Washington nonprofit corporation, on behalf of and as the act and deed of said nonprofit corporation, on this 19 day of July, 2018.

[Signature]
Notary Public for Washington

My Commission expires: _____

