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Document Title: Declaration of Condominium

Grantor:

- 1) Michael R. McGraw
- 2) Kaye D. McGraw

Grantee:

- 1) The Vineyards, A Condominium

Legal Description (abbreviated): Additional on page(s)

Plat of the Vineyards as recorded in Volume 23 of Plats at page 39

Assessor's Tax Parcel Identification Numbers: _____

**DECLARATION OF CONDOMINIUM
OF
THE VINEYARDS, A CONDOMINIUM**

THIS DECLARATION, dated this 22 day of APRIL, 2004 constitutes the covenants, conditions, restrictions, reservations, limitations and uses creating and establishing a plan for a condominium to be known as **THE VINEYARDS, A CONDOMINIUM, WITNESSETH:**

WHEREAS Michael R. McGraw and Kaye D. McGraw, hereinafter "Declarants", are the declarants of certain real property, land and improvements, sometimes -referred to as "property" or "said property", Phase I of which consists of three (3) buildings having a total of 17 units, Phase II of which consists of five (5) buildings having a total of 23 units, and Phase III of which consists of five (5) buildings having a total of 16 units, all of which if the Condominium is hereinafter expanded as provided herein to include Phases II and III will hereinafter be commonly known and described as **THE VINEYARDS, A CONDOMINIUM**, located on the property legally described as to all phases in paragraph 2 of this declaration;

WHEREAS, Declarants have filed for record with the office of the Thurston County Auditor, State of Washington, under Auditor's File Number _____, a survey map and plans for Phase I for said condominium units consisting of 4 pages, hereinafter referred to as "Survey Map and Plans";

WHEREAS, Declarants desire and intend to sell and convey units in **THE VINEYARDS** and to provide for the co-ownership by the owners of such units and to provide for the co-ownership by the owners of such units of an individual interest in the property which is subject to this Declaration and for the rights and obligations of the owners with respect to the property which is subject to this declaration; and



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WHEREAS, by filing this declaration, said Survey Map and Plans, Declarants desire to submit Phase I of THE VINEYARDS, A CONDOMINIUM, and may subsequently submit Phases II and III, together with all appurtenances thereto, to the provisions of The Condominium Act, Chapter 64.34 of the Revised Code of Washington, as the same may, from time to time, be amended, hereinafter referred to as "the Act".

NOW, THEREFORE, Declarants do hereby publish and declare that the property described in paragraph 2.1 is held and shall be held, conveyed, hypothecated, encumbered, leased rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, reservations, uses, limitations and obligations, all of which are declared to be and by acceptance of deeds or interest hereunder are agreed to be in furtherance of a plan for the division thereof onto condominium units. Said covenants, conditions, restrictions, reservations, limitations and obligations shall be deemed to run with the land and the units, and shall be binding upon any person acquiring or owning any interest in the condominium units, the real property and improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Definitions and Interpretations

1.1 Interpretations consistent with Act

Words used herein shall have the definitions given such words in Chapter 64.34 of the Revised Code of Washington and in the recitals unless the context thereof indicates otherwise or as may otherwise be excepted herein.

1.2 "Person". etc.

When interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The term "mortgage" may be read to include deeds of trust. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

1.3 Captions and Exhibits.

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



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1.4 Liberal Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of the laws of the State of Washington as the same may now exist or hereafter be amended. The provisions of the Act as the same may now exist or hereafter be amended under which this Declaration is operative shall be liberally construed to effectuate the intent of this Declaration.

1.5 Covenants Running with Land.

It is intended that this Declaration shall be operative as covenants running with the land or equitable servitudes supplementing and interpreting the Act and operating independently of the Act should the Act be, in any respect, inapplicable.

1.6 Unit and Building Boundary.

The existing physical boundaries of the buildings and each unit as constructed shall be conclusively presumed to be its boundaries in interpreting the Survey Map and Plans.

2. Description of Land

2.1 Description of the land Initially submitted to declaration.

The land upon which the buildings and improvements initially submitted to this Declaration as Phase I are located is described as follows:

Lots 8, 9 and 10 of the Plat of the Vineyards, a planned residential development, as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington,

hereinafter referred to as "Phase I".

2.2 Description of land which may be subsequently submitted to declaration as Phase II.

The land upon which the additional buildings and improvements are located which may be subsequently submitted to this declaration as Phase II is described as follows:

Lots 6, 7, 11, 12 and 13. of the Plat of the Vineyards, a planned residential development, as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington,

hereinafter referred to as "Phase II".



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2.3 Description of land which may be subsequently submitted to declaration as Phase III.

The land upon which the additional buildings and improvements are located which may be subsequently submitted to this declaration as Phase II is described as follows:

Lots 1, 2, 3, 4 and 14 of the Plat of the Vineyards, a planned residential development, as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington,

hereinafter referred to as "Phase III".

3. Description of Building and Improvements

3.1 Unit buildings.

Each of the buildings in each phase is rectangular and is principally constructed of wood. There are a total of three buildings in Phase I. The buildings in Phase I are buildings 8, 9 and 10 located on Lots 8, 9 and 10, respectively; of the property described in paragraph 2.1 in this Declaration. In the event the condominium is expanded to include Phase II, Phase II will consist of buildings 6, 7, 11, 12, and 13 located on Lots 6, 7, 11, 12, and 13, respectively, of the property described in paragraph 2.2 in this Declaration. In the event the condominium is expanded to include Phase III, Phase III will consist of buildings 1, 2, 3, 4 and 14 located on Lots 1, 2, 3, 4 and 14, respectively, of the property described in paragraph 2.3 in this Declaration.

3.2 Number of units per building and location.

BUILDING NUMBER NUMBER OF UNITS

Building 8	6
Building 9	6
Building 10	5

The location of each building is described on page 1 of the Survey Map and Plans.

3.3 Number of floors in each building.

Buildings 8 and 9 consist of two floors. Building 10 consists of three floors.



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3.4 Parking.

Each unit in buildings 8 and 9 includes a single car enclosed garage. The location of each garage for each unit in buildings 8 and 9 is shown on page 2 of the Survey Map and Plans. The lower story of each unit in building 10 is a double car enclosed garage.

4. Description of Units and Parking, Location, Area and Number of Rooms

4.1 Unit location.

Each unit is identified by a building number and letter. The unit number is the building number and letter as shown on the Survey Map and Plans. The location of each unit of Phase I is shown on page 1 of the Survey Map and Plans. In the event that the condominium is expanded to include Phase II or III or both of said Phases, the locations of each of said units in the subsequent Phases will be described in the Survey Map and Plans for said Phases.

4.2 Unit description.

The units of Phase I are described in Exhibit A. In the event that the condominium is expanded to include Phases II and III or both of said Phases, the additional units will be described by amending Exhibit A.

4.3 Parking description and location.

The parking for Phase I is described in subparagraph 3.4 herein and shown in the Survey Map and Plans. Each unit has a garage as described in the Survey Map and Plans. In the event that the condominium is expanded to include Phases II or III or both of said Phases, the parking for said Phases will be described upon the Survey Map and Plans for said Phases.

5. Access

5.1 Access to Common Ways.

Each unit has access to the common condominium walkways and driveways as more fully described on the Survey Map and Plans. Each unit has access to 60th Lane S.E. as shown on the Survey Map and Plans and the Plat of the Vineyards, a planned residential development, as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington.

5.2 Access to Public Street.

Each unit owner has the right to use 60th Lane S. E. as shown on Plat of the Vineyards, a planned residential development, as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington, for access to Rich Road, a public road.

6. Description of Common Elements:



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Certain Items May Be Made Owner's Responsibility

6.1 Common Elements

Except as otherwise specifically reserved, assigned or limited by the provisions of Paragraph 6 hereof, the common elements consist of the following:

6.1.1 The land described in subparagraph 2.1 of Phase I and, if subsequently added to the condominium in the event that the condominium is expanded to include Phases 11 or 111, the land described in subparagraph 2.2 as Phase II and in subparagraph 2.3 as Phase III.

6.1.2 The roofs, foundations, columns girders, studding joists beams, supports, main walls (excluding only nonbearing interior partitions of units), and all other structural parts of the buildings, to the interior surfaces of the units' perimeter walls, floors ceilings, windows and exterior doors (i.e. to the boundaries of the units as the boundaries are defined in the Act) and any replacements thereto, provided, that the term "interior surfaces" shall not include paint, wall paper, window liners, carpeting, tiles or such other decorative surface coverings or finishes, if any.

6.1.3 Installation of services, if any, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating pipes, conduits, and wires, wherever they may be located whether in partitions or otherwise and equipment tanks, pumps, motors, fans, compressors, ducts, and flues, if any, and in general all apparatus and installations existing for common use.

6.1.4 The roadways and driving areas which provide access to the common and limited common elements for parking and any guest parking or other parking areas not assigned to units.

6.1.5 The yards, gardens, landscaped areas and walkways which surround and provide access to the buildings or are used for recreational purposes.

6.1.6 Any basement, lobby, hall, sport court and/or corridor, if any, not within individual units or designated as limited common elements, storage areas, if any, stairways and stairs, and entrances and exits of the buildings.

6.1.7 Premises for the lodging or use of persons in charge of, or maintaining the property, excluding the manager's unit which shall be acquired by the Association as a common expense.

6.1.8 Any parking spaces, if any, not assigned to an apartment during the course of sale of units by Declarants, subject to the rules of the Association providing for the use of any unassigned parking spaces for guest parking in convenient locations about the property.



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6.1.9 Any area not assigned to a specific unit, including, without limitation thereto, storage and utility rooms, if any.

6.1.10 Any area, if any, required for the passage of chimneys or flues through a lower unit to an upper unit or to the roof.

6.1.11 The recreational building, if any, and other common recreational amenities or facilities.

6.1.12 All other parts of the property or buildings necessary or convenient to their existence, maintenance and safety or normally in common use.

6.1.13 Certain items which could ordinarily be considered common areas such as but not limited to windows, screen doors, window screens, awnings, storm windows, planter boxes, and the like may, pursuant to decision of a majority of the owners or by bylaws or rules and regulations, be designated as items to be furnished and maintained by unit owners at their individual expense in good order according to standards and requirements set by the Board by rule, regulation or bylaws.

7. Description of Limited Common Elements; Easements for Exclusive Use Reserved For Certain Units

7.1 Limited Common Elements

The limited common elements are reserved for the exclusive use of the unit or units to which they are adjacent or assigned and consist of:

7.1.1 The parking space as more fully described on the Survey Map and Plans, the boundaries of said parking space being defined by the interior surfaces of the walls, ceiling roof, if any, floor and striping enclosing said parking space.

7.1.2 The entryways adjacent to certain units as more fully described on the Survey Map and Plans.

7.1.3 Any patio/yard area, courtyard, balcony or lanai which is adjacent to or part of certain units as more particularly shown on the Survey Map and Plans, the boundaries of said patio/yard area, courtyard, balcony or lanai being defined by the interior surfaces of the walls, floor, ceiling, doors, windows, ground, railings, fence or curb enclosing said patio/yard area, courtyard, balcony or lanai.

7.2 As used in subparagraph 6.1.2 or any other portions of this Declaration, the term "interior surfaces" shall not mean decorative finishes and coverings applied to such surfaces (including paint, wall paper, paneling, carpeting, window liners, or any other decorative surface coverings or finishes, if any.) Said decorative finishes and coverings, along with the fixtures and other tangible personal property (including furniture, planters, mirrors, and the like) like in and



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used in connection with said limited common area, shall be deemed a part of said limited common area.

7.3 Declarants reserve the right to make the initial assignment of any parking space to units, such assignment either being made by amendment to the Declaration, Survey Map and Plans or by designation contained in the initial unit deed executed by the Declarants.

7.4 After Declarants' initial assignment, a unit owner may rent or lease the parking space assigned to that unit to any other unit owner; provided, that the rental or lease term shall automatically expire on the date the lessor/unit owner disposes of his interest in the unit (whether such disposition is by deed, contract or otherwise) or in the event that the lessor/unit owner's rights or interest in the unit terminate for any reason. Any two unit owners may, by jointly executed instrument in recordable form approved by the Board (or Declarants or the Declarants' managing agent, if any, exercising the powers of the Board), exchange either on a permanent or temporary basis the parking space assigned to their respective units, effective upon recording.

**8. Value of Property; Value of Each Unit;
Percentage of Undivided Interest in the
Common Elements.**

8.1 Value of Property

For the purposes of the Act, the value of the property for each phase is declared to be as follows:

8.1.1 Phase I - \$ _____
8.1.2 Phase II - \$ _____ : and
8.1.3 Phase III - \$ _____

8.2 Value of Units

The percentages of undivided ownership of each unit in Phase I and the percentage of undivided interest in the common elements of each unit for all purposes, including voting, are as provided in Exhibit B. In the event that the condominium is expanded to include Phases II and III or both of said phases, the percentages of undivided ownership of each unit in each phase and the percentage of undivided interest in the common elements of each such unit and its owner for all purposes, including voting, shall be as provided Exhibits C and D. Except as otherwise provided in this Declaration, the percentages provided in Exhibits B, C and D shall be utilized for all purposes of the Act, including assessments and voting. The value of each such unit may be determined by multiplying the percentages expressed in Exhibits B, C and D, as applicable, times the total value of the property subject to this Declaration. Said values do not, however, necessarily reflect the market or sales price which may, from time to time, reflect the amount for which a unit may be sold by Declarants or others and the percentage of ownership will not be altered by variations in the selling prices.



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9. Owners' Association

9.1 Form of Association

The term "Association" as used herein shall mean the Unit Owners' Association as defined in the Act and shall be organized as a nonprofit corporation and shall be named THE VINEYARDS CONDOMINIUM ASSOCIATION. The rights and duties of the members and of such corporation shall be governed by the provisions of the Act and of this Declaration.

9.2 Membership

9.2.1 Qualification

Each unit owner shall be a member of the Association and shall be entitled to one membership for each unit so owned; provided, that if a unit has been sold on contract, the contract purchaser shall exercise the rights of the unit owner for purposes of the Association, this declaration, and the Bylaws, except as may hereafter be provided, and shall be the voting owner unless otherwise specified. Ownership of a unit shall be the sole qualification for membership in the Association.

9.2.2 Transfer of Membership

The Association membership of each owner shall be appurtenant to the unit giving rise to the membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said unit and then only to the transferee of title to such unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

9.3 Voting

9.3.1 Number of Votes

The total voting power of all owners shall be 100 votes and the total number of votes available to owners of any one unit shall be equal to the percentage of undivided interest in the common elements pertaining to such unit.

9.3.2 Voting Owner

There shall be one voting representative for each unit. Declarants shall be the voting representative with respect to any unit or units owned by Declarants. If a person owns more than one unit, he shall have the votes for each unit owned. The voting representative shall be designated by the owner or owners of each unit by written notice to the Board and need not be an owner. The designation shall be revocable at any time by written notice to the Board from a party having an ownership interest in a unit or by written or actual notice to the Board of the death or judicially declared incompetence of any party with an ownership interest in the unit. This power of designation and revocation may be exercised by the guardian of a unit owner and the administrators or executors of an owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the wife, if a husband and wife have an ownership interest, shall be the



voting owner for said interest, and in the event that there is more than one owner and the owner is not a husband and wife, the voting representative of each unit shall be the group composed of its owners.

10. Management of Condominium

10.1 Management by Declarants

In accordance with the language contained in the Act, in particular RCW 64.34.308(4), the Declarants shall have the authority to control the Association.

10.2 Management by Board

At the expiration of the period of Declarants' control of the Association as provided in subparagraph 10.1 of this paragraph or such earlier date as the Declarants, at their sole discretion may elect, all administrative powers and authority of the Association shall vest in a Board of seven (7) directors elected from the unit owners; PROVIDED, HOWEVER, in the event that the condominium is expanded to include Phase II, at least three of the Directors shall be elected from the unit owners in Phase II and, in the event that the condominium is expanded to include Phase III, at least two of the Directors shall be elected from each phase of the condominium.

11. Use, Regulation of Uses, Architectural Uniformity

11.1 Residential Use

The buildings, excluding the recreational building, if any, and the building located on Tract A of the Plat of the Vineyards as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington, and units shall be used for single family residential purposes only, on an ownership, rental or lease basis, for the common social, recreational or other reasonable uses normally incident to such purposes, and for such additional uses or purposes as are from time to time determined appropriate by the Board. Such use as a single family residence shall be deemed to include accessory use as a professional office to the extent permitted by applicable zoning ordinances and to the extent customarily incidental to primary use as a residence. Units of the buildings may be used for the purposes of operating the association and for the management of the condominium in the event that no other facilities are reasonably available for these purposes. No unit shall be occupied by more than three persons as residents. If the addition of a child creates a fourth resident in a single unit, the occupants of that unit shall be required to relocate their residence outside the condominium with one hundred eighty days.

11.2 Sales Facilities of Declarants

Notwithstanding any provisions in subparagraph 11.1, Declarants, its agents, employees and contractors shall be permitted to maintain during the period of sale of the condominium upon such portion of the property as Declarants may choose such facilities as in the sole opinion of the Declarants may be reasonably required, convenient or incidental to the sale or rental of condominium units and interests, including but not limited to, a business office,



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storage area, signs, model unit, sales office and parking areas for prospective tenants or purchasers of Declarants.

11.3 Vehicle Parking

Parking spaces are restricted solely to use for parking of operative automobiles. Other items and equipment may not be parked or kept in parking spaces except by prior written approval of the Board or pursuant to the rules or regulations of the Board uniformly applied. The Board may require removal of any inoperative vehicle, any unsightly vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof. Use of all parking areas may be regulated and is subject to the provisions of Section 7 of this Declaration.

11.4 Common Drive and Walks

Common drives, roadways, walks, hallways and stairways shall be used exclusively for normal transit and no obstructions shall be placed thereon or therein except by express written consent of the Board.

11.5 Interior Unit Maintenance

11.5.1 Each unit owner shall, at his sole expense, have the right and the duty to keep the interior of his unit and its windows, interior portions of exterior doors, equipment, appliances, and appurtenances in good order, condition and repair and shall do all redecorating and painting and provide all upkeep which, from time to time, shall be necessary to maintain the good appearance and condition of his unit. Each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, air conditioning equipment, heating or other equipment, fixtures or appliances which may be in or connected with his unit and any exterior windows within his unit.

11.5.2 Without limiting the generality of the foregoing, each unit owner shall have the right and the duty at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile, and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim, and the perimeter walls of the unit and the surfaces of the bearing walls of the unit located within his unit and shall not permit or commit waste of his unit or the common elements. Each owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls. Each unit owner or his agent has the right to maintain, repair, paint, finish, alter substitute, add or remove any fixtures attached to said ceilings, floors or walls. This subparagraph shall not be construed as permitting any interference with or damage to the structural integrity of the buildings or interference with the use and enjoyment of the common elements or of the other units or any of them, nor shall it be



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11.5.3 Limited common elements, as defined in paragraph 7, although the use, condition and appearance thereof may be regulated under provisions of this Declaration or by the bylaws or rules, are for the sole and exclusive use of the units for which they are reserved or assigned. Unit owners will be responsible for care and maintenance of the limited common elements reserved for or assigned to their units, including patio/yard area, courtyard, balcony or lanai and parking space; provided that the Association may, at its option, landscape any yard area and, in said event, the cost of any such landscaping, together with the cost of maintenance thereof, shall constitute a common expense. Unit owners may not, however, modify, paint or otherwise decorate or in any way alter their respective limited common elements without the prior written approval of the Board. The cost of caring for and maintaining limited common elements reserved for or assigned to more than one unit for the mutual and joint use thereof shall be divided in equal shares among the units for which the limited common element is reserved with each share being collected as a special assessment owed by each unit.

11.6 Exterior Appearance

In order to preserve a uniform exterior appearance of the buildings and the common and limited common elements visible to the public, the Board may require and provide for the painting and other decorative finish of the buildings, any patio/yard area, courtyard, balcony or lanai, or common or limited common elements and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the buildings, any patio/yard area, courtyard, balcony or lanai or common or limited common elements undertaken or proposed by any owner. This shall include, but not be limited to, the installation of satellite receivers and/or exterior antennas. This power of the Board extends to windows, screens, doors, awnings, rails or other visible portions of each unit and the condominium buildings. The Board may also require use of a uniform color of draperies, under drapery or drapery lining for all units. No owner shall modify, paint or decorate any portion of the exterior of the buildings, any patio/yard area, courtyard, balcony or lanai, limited common elements or parking space without first obtaining the written consent of the Board.

11.7 Effect on Insurance

Nothing shall be done or kept in any unit or in the common or limited common elements which shall increase the rate of insurance on the common elements or units without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the common or limited common elements which will result in the cancellation of insurance on any unit or any part of the common or limited common elements or which would be a violation of law.

11.8 Waste

No waste shall be committed in any unit or in a common or limited common element.



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11.9 Signs

No sign of any kind shall be displayed to the public view on or from any unit or common or limited common element without the prior written consent of the Board; provided, that this paragraph shall not apply to Declarants or Declarants' agents.

11.10 Pets

No animals, including livestock, domestic animals, poultry, reptiles or living creatures of any kind, but excluding dogs, cats or other reasonably acceptable household pets, shall be raised, bred, or kept in any unit or in the common or limited common elements, whether as pets or otherwise. Dogs, cats or other reasonably acceptable household pets may be raised or kept in units if specifically authorized by a two-thirds (2/3) vote by percentage of ownership of the Association. In the event that the Association authorizes dogs, cats or other reasonably acceptable household pets, the Board may at any time require the removal of any dog, cat or other reasonably acceptable household pet which it finds, in its sole discretion, is unreasonably disturbing other unit owners and may exercise this authority for specific animals even though other similar animals are permitted to remain.

11.11 Offensive Activity

No noxious or offensive activity shall be carried on in any unit or common or limited common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to other unit owners. Subject to any applicable bylaws, the Board's decision upon these matters shall be final and conclusive unless modified by the vote of a majority of the unit owners by voting power.

11.12 Common Element Alteration

Nothing shall be altered or constructed in or removed from the common or limited common elements except upon the written consent of the Board and after procedures required herein or by law.

11.13 House Rules

The Board or the Association membership is empowered to pass, amend and revoke such additional rules and regulations (or "House Rules") as may, from time to time, be necessary or convenient to ensure compliance with the general guidelines of this paragraph, the other provisions of this Declaration, bylaws, and other rules and regulations adopted by the Association and violation of any such additional rules and regulations, if any, provided in writing to any owner shall subject any owner to an action for relief provided in paragraph 12.1

12. Compliance with Declaration

12.1 Enforcement

Each unit owner shall comply strictly with the provisions of this Declaration, the bylaws and rules and regulations adopted pursuant hereto, as the same may, from time to time, be amended and all decisions adopted pursuant thereto. Any failure to comply with the Declaration, the bylaws or rules or regulations shall be grounds for an action to recover sums due for damages, injunctive relief, or both, maintainable by either the Board acting through its officers upon behalf of the unit owners or by any aggrieved unit owner.

12.2 No Waiver of Strict Performance

The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or the bylaws or the rules or regulations adopted thereto, to exercise any right or option contained in this Declaration, bylaws or rules or regulations, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, restriction, bylaw, rule or regulation, but such term, covenant condition, restriction, bylaw rule or regulation shall remain in full force and effect. The receipt by the Board of payment of any assessment from a unit owner with knowledge of any such breach shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board. This paragraph also extends to the Declarants or Declarants' managing agent exercising the power of the Board during the initial period of operation of the Board and the condominium development.

13. Miscellaneous

13.1 Warranties and Guarantees

Declarants hereby expressly disclaim any and all warranties or guarantees, express or implied, of any type or kind, including, without limitation thereto, implied warranties of fitness, merchantability or use, relating to all or any portion, aspect or condition of the condominium buildings, common or limited common elements, individual units, appliances, fixtures, condominium documents or as to the nature, amount or extent of any assessments unless Declarants have subsequently otherwise agreed in writing by a separate written warranty or guarantee.

13.2 Effective Date

This Declaration shall take effect when it is recorded in the office of the Auditor for Thurston County.

13.3 Amendment of Declaration



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This declaration may be amended in accordance with the Act. No such amendment shall be effective until recorded in the office of the Auditor for Thurston County, Washington.

13.4 Invalidity and Severability

The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provisions had never been included herein.

13.5 Waiver

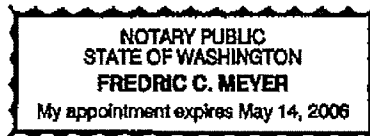
No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

In witness whereof Michael R. McGraw and Kaye D. McGraw, husband and wife, have caused this Declaration to be executed this 22 day of APRIL, 2004.


Michael R. McGraw

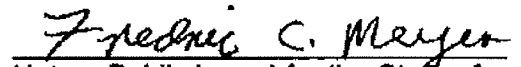

Kaye D. McGraw

STATE OF WASHINGTON)
) ss.
County of Thurston)



On this day personally appeared before me Michael R. McGraw and Kaye D. McGraw, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 22 day of APRIL, 2004


Notary Public in and for the State of
Washington, residing at Olympia

My commission expires on 5-14-06



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EXHIBIT A

The Vineyards, A Condominium Description of Units

<u>Apartment</u>	<u>Approximate Square Footage (incl. garage)</u>	<u>Bathrooms (whole)</u>	<u>Bathrooms (partial)</u>	<u>Rooms Designated As Bedrooms</u>	<u>Built In Fireplaces</u>
8A	1120	1	1	2	0
8B	1176	1	1	2	0
8C	1178	1	1	2	0
8D	1180	1	1	2	0
8E	1182	1	1	2	0
8F	1116	1	1	2	0
9A	1121	1	1	2	0
9B	1178	1	1	2	0
9C	1180	1	1	2	0
9D	1180	1	1	2	0
9E	1183	1	1	2	0
9F	1117	1	1	2	0
10A	1423	1	1	2	0
10B	1511	1	1	2	0
10C	1514	1	1	2	0
10D	1516	1	1	2	0
10E	1418	1	1	2	0



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EXHIBIT B

Description of Units The Vineyards, A Condominium Phase I -17 Units

<u>Unit</u>	<u>Approximate Square Footage (Incl. garage)</u>	<u>Ownership Percentage (%)</u>
8A	1120	5.260
8B	1176	5.523
8C	1178	5.532
8D	1180	5.542
8E	1182	5.551
8F	1116	5.241
9A	1121	5.265
9B	1178	5.532
9C	1180	5.542
9D	1180	5.542
9 E	1183	5.556
9F	1117	5.246
10A	1423	6.683
10B	1511	7.096
10C	1514	7.110
10D	1516	7.120
10E	1418	<u>6.659</u>
	Total	100.000



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EXHIBIT C

Description of Units
The Vineyards, A Condominium
Phases I and II- 40 Units

<u>Unit</u>	<u>Approximate Square Footage (Incl. garage)</u>	<u>Ownership Percentage (%)</u>	<u>Unit</u>	<u>Approximate Square Footage (Incl. garage)</u>	<u>Ownership Percentage (%)</u>
8A	1120		7A		
8B	1176		7B		
8C	1178		7C		
8D	1180		7D		
8E	1182		7E		
8F	1116		7F		
9A	1121		11A		
9B	1178		11B		
9C	1180		11C		
9D	1180		11D		
9E	1183		11E		
9F	1117		11F		
10A	1423		12A		
10B	1511		12B		
10C	1514		12C		
10D	1516		13A	1242	
10E	1418		13B	1242	

Total



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EXHIBIT D

Description of Units The Vineyards, A Condominium Phases I, II and III- 56 Units

Unit	Approximate Square Footage (Incl. garage)	Ownership Percentage (%)		Approximate Square Footage (Incl. garage)	Ownership percentage (%)
8A	1120			7A	
8B	1176			7B	
8C	1178			7C	
8D	1180			7D	
8E	1182			7E	
8F	1116			7F	
9A	1121			11A	
9B	1178			11B	
9C	1180			11C	
9D	1180			11D	
9E	1183			11E	
9F	1117			11F	
10A	1423			12A	
10B	1511			12B	
10C	1514			12C	
10D	1516				
10E	1418			13A	1242
				13B	1242
6A					
6B				1A	
6C				1B	
6D				1C	
6E					
6F				2A	1440
				213	1440



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Approximate
Square Footage Ownership
(Incl. garage! Percentage (%1

3A 1242
3B 1242

4
A
4
B
4
C
4
D

14
A
14
B
14
C
14
D
14
E

Total



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When Recorded Return to:

Michael R. McGraw
P.O. Box 900
East Olympia, WA 98540

Document Title: First Amended Declaration of Condominium

Grantors: Michael R. McGraw and Kaye D. McGraw

Grantee: The Vineyards, A Condominium

Legal Description (abbreviated):

Plat of the Vineyards as recorded in Volume 23 of Plats at page 39.

Assessor's Tax Parcel Identification Numbers:

Phase I: 81750000801, 81750000901 and 81750001001

Phase II: 81750000601, 81750000701, 81750001101, 81750001201 and 81750001301

Phase III: 81750000101, 81750000201, 81750000401 and 81750001401

**FIRST AMENDED DECLARATION OF CONDOMINIUM
OF
THE VINEYARDS, A CONDOMINIUM**

THIS DECLARATION, dated this 10th day of June, 2004, constitutes the covenants, conditions, restrictions, reservations, limitations and uses creating and establishing a plan for a condominium to be known as THE VINEYARDS, A CONDOMINIUM WITNESSETH:

WHEREAS Michael R. McGraw and Kaye D. McGraw, hereinafter "Declarants", are the declarants of certain real property, land and improvements, sometimes referred to as "property" or "said property", Phase I of which consists of three (3) buildings having a total of 17 units, Phase II of which consists of five (5) buildings having a total of 23 units, and Phase III which consist four (4) buildings having a total of 14 units, all of which will hereinafter be commonly known and described as THE VINEYARDS, A CONDOMINIUM, located on the property legally described as to all phases in paragraph 2 of this declaration;

WHEREAS, Declarants have filed for record with the office of the Thurston County Auditor, State of Washington, under Auditor's File Number 3639273, 3643014 and 3643015, a survey map and plans for Phases I, II and III, respectively, of said condominium units consisting of 18 pages (5 pages for Phase I, Auditor's File No. 3639273, 7 pages for Phase II, Auditor's File No. 3643014 and 6 pages for Phase III, Auditor's File No. 3643015), hereinafter referred to as "Survey Map and Plans";

WHEREAS, Declarants desire and intend to sell and convey units in THE VINEYARDS and to provide for the co-ownership by the owners of such units and to provide for the co-ownership by the owners of such units of an individual interest in the property which is subject to this Declaration and for the rights and obligations of the owners with respect to the property which is subject to this declaration; and



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WHEREAS, by filing this declaration, said Survey Map and Plans, Declarants desire to submit Phases I, II and III of THE VINEYARDS, A CONDOMINIUM, together with all appurtenances thereto, to the provisions of The Condominium Act, Chapter 64.34 of the Revised Code of Washington, as the same may, from time to time, be amended, hereinafter referred to as "the Act".

NOW, THEREFORE, Declarants do hereby publish and declare that the property described in paragraph 2.1 is held and shall be held, conveyed, hypothecated, encumbered, leased rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, reservations, uses, limitations and obligations, all of which are declared to be and by acceptance of deeds or interests hereunder are agreed to be in furtherance of a plan for the division thereof into condominium units. Said covenants, conditions, restrictions, reservations, limitations and obligations shall be deemed to run with the land and the units, and shall be binding upon any person acquiring or owning any interest in the condominium units, the real property and improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Definitions and Interpretations

1.1 Interpretations consistent with Act.

Words used herein shall have the definitions given such words in Chapter 64.34 of the Revised Code of Washington and in the recitals unless the context thereof indicates otherwise or as may otherwise be excepted herein.

1.2 "Person". Etc.

When interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The term "mortgage" may be read to include deeds of trust. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

1.3 Captions and Exhibits.

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

1.4 Liberal Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of the laws of the State of Washington as the same may now exist or hereafter be amended. The provisions of the Act as the same may now exist or hereafter be amended under which this Declaration is operative shall be liberally construed to effectuate the intent of this Declaration.

1.5 Covenants Running with Land.

It is intended that this Declaration shall be operative as covenants running with the land or equitable servitudes supplementing and interpreting the Act and operating independently of the Act should the Act be, in any respect, inapplicable.



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1.6 Unit and Building Boundary.

The existing physical boundaries of the buildings and each unit as constructed shall be conclusively presumed to be its boundaries in interpreting the Survey Map and Plans.

2. **Description of Land**

2.1 Description of the land submitted to declaration.

The land upon which the buildings and improvements submitted to this Declaration as Phase I are located is described as follows:

Lots 8, 9 and 10 of Plat of the Vineyards, a planned residential development, as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington (hereinafter referred to as "Phase I").

The land upon which the buildings and improvements submitted to this Declaration as Phase II are located is described as follows:

Lots 6, 7, 11, 12 and 13 of the Plat Vineyards, a planned residential development, as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington (hereinafter referred to as "Phase II").

The land upon which the buildings and improvements submitted to this Declaration as Phase III are located is described as follows:

Lots 1, 2, 4 and 14 of the Plat of the Vineyards, a planned residential development, as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington (hereinafter referred to as "Phase III").

3. **Description of Building and Improvements**

3.1 Unit buildings.

Each of the buildings in each phase is rectangular and is principally constructed of wood.

There are a total of three buildings in Phase I. The buildings in Phase I are buildings 8, 9 and 10 located on Lots 8, 9 and 10, respectively, of the property described in paragraph 2.1 in this Declaration.

There are a total of five buildings in Phase II. The buildings in Phase II are buildings 6, 7, 11, 12 and 13 located on Lots 6, 7, 11, 12 and 13, respectively, of the property described in paragraph 2.1 in this Declaration.

There are a total of four buildings in Phase III. The buildings in Phase III are buildings 1, 2, 4, and 14 located on Lots 1, 2, 4, and 14, respectively, of the property described in paragraph 2.1 in this Declaration.

3.2 Number of units per building and location.

Phase I

<u>BUILDING NUMBER</u>	<u>NUMBER OF UNITS</u>
Building 8	6
Building 9	6
Building 10	5



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The location of each building in Phase I is described on page 1 of the Survey Map and Plans for Phase I, Auditor's File No. 3639273.

Phase II

<u>BUILDING NUMBER</u>	<u>NUMBER OF UNITS</u>
Building 6	6
Building 7	6
Building 11	6
Building 12	3
Building 13	2

The location of each building in Phase II is described on page 1 of the Survey Map and Plans for Phase II, Auditor's File No. 3643014.

Phase III

<u>BUILDING NUMBER</u>	<u>NUMBER OF UNITS</u>
Building 1	3
Building 2	2
Building 4	4
Building 14	5

The location of each building in Phase III is described on page 1 of the Survey Map and Plans for Phase III, Auditor's File No. 3643015.

3.3 Number of floors in each building.

Phase I

<u>BUILDING NUMBER</u>	<u>NUMBER OF FLOORS</u>
Building 8	2
Building 9	2
Building 10	3

Phase II

<u>BUILDING NUMBER</u>	<u>NUMBER OF FLOORS</u>
Building 6	2
Building 7	2
Building 11	2
Building 12	2
Building 13	2

Phase III

<u>BUILDING NUMBER</u>	<u>NUMBER OF FLOORS</u>
Building 1	2
Building 2	2
Building 4	3
Building 14	2



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3.4 Parking.

Phase I

Each unit in buildings 8 and 9 includes an enclosed single-car garage. The location of each garage for each unit in buildings 8 and 9 is shown on pages 2 and 3, respectively, of the Survey Map and Plans for Phase I (Auditor's File No. 3639273). The lower story of each unit in building 10 is an enclosed single-car garage as shown on page 4 Survey Map and Plans for Phase I (Auditor's File No. 3639273).

Phase II

Each unit in buildings 11, 12, 13, 7 and 6 includes an enclosed single-car garage. The location of each garage for each unit in buildings 11, 12, 13, 7 and 6 is shown on pages 2, 3, 4, 5 and 6, respectively, of the Survey Map and Plans for Phase II (Auditor's File No. 3643014).

Phase III

Each unit in buildings 14, 4, 2 and 1 includes an enclosed single-care garage. The location of each garage for each unit in buildings 14, 4, 2 and 1 is shown on pages 2, 3, 4 and 5, respectively, of the Survey Map and Plans for Phase III (Auditor's File No. 3643015).

4. Description of Units and Parking, Location, Area and Number of Rooms

4.1 Unit location.

Each unit is identified by a building number and letter. The unit number is the building number and letter as shown on the Survey Map and Plans. The location of each unit of Phase I is shown on page 1 of the Survey Map and Plans for Phase I (Auditor's File No. 3639273). The location of each unit of Phase II is shown on page 1 of the Survey Map and Plans for Phase II (Auditor's File No. 3643014). The location of each unit of Phase III is shown on page 1 of the Survey Map and Plans for Phase III (Auditor's File No. 3643015).

4.2 Unit description.

The units of Phases I, II and III are described in Exhibit A.

4.3 Parking, description and location.

The parking for each unit in each Phase of this condominium is described in subparagraph 3.4 herein and shown in the Survey Map and Plans. Each unit has a garage as described in the Survey Map and Plans.

5. Access

5.1 Access to Common Ways.

Each unit has access to the common condominium walkways and driveways as more fully described on the Survey Map and Plans. Each unit has access to 60th Lane S.E. as shown on the Survey Map and Plans and the Plat of the Vineyards, a planned residential development, as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington.

5.2 Access to Public Street.

Each unit owner has the right to use 60th Lane S.E. as shown on Plat of the Vineyards, a planned residential development, as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington, for access to Rich Road, a public road.



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6. Description of Common Elements: Certain Items May be Made Owner's Responsibility

6.1 Common Elements

Except as otherwise specifically reserved, assigned or limited by the provisions of Paragraph 8 hereof, the common elements consist of the following:

6.1.1 The land described in subparagraph 2.1 of Phases I, II and III.

6.1.2 The roofs, foundation, columns, girders, studding joists beams, supports, main walls (excluding only nonbearing interior partitions of units), and all other structural parts of the buildings, to the interior surfaces of the units' perimeter walls, floors, ceilings, windows and exterior doors (i.e. to the boundaries of the units as the boundaries are defined in the Act) and any replacements thereto, provided, that the term "interior surfaces" shall not include paint, wall paper, window liners, carpeting, tiles or such other decorative surface coverings or finishes, if any.

6.1.3 Installation of services, if any, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating pipes, conduits, and wires, wherever they may be located whether in partitions or otherwise and equipment tanks, pumps, motors, fans compressors, ducts, and flues, if any, and in general all apparatus and installation existing for common use.

6.1.4 The roadways and driving areas which provide access to the common and limited common elements for parking and any guest parking or other parking areas not assigned to units.

6.1.5 The yards, gardens, landscaped areas and walkways which surround and provide access to the buildings or are used for recreational purposes.

6.1.6 Any basement, lobby, hall, sport court and/or corridor, if any, not within individual units or designated as limited common elements, and storage areas, if any.

6.1.7 Premises for the lodging or use of persons in charge of, or maintaining the property, excluding the manager's unit, if any, which shall be acquired by the Association as a common expense.

6.1.8 Any parking spaces, if any, not assigned to an apartment during the course of sale of units by Declarants, subject to the rules of the Association providing for the use of any unassigned parking spaces for guest parking in convenient locations about the property.

6.1.9 Any area not assigned to a specific unit, including, without limitation thereto, storage and utility rooms, if any.

6.1.10 Any area, if any, required for the passage of chimneys or flues through a lower unit to an upper unit or to the roof.

6.1.11 The recreational building, if any, and other common recreational amenities or facilities.

6.1.12 All other parts of the property or buildings necessary or convenient to their existence, maintenance and safety or normally in common use.

6.1.13 Certain items which could ordinarily be considered common areas such as but not limited to windows, screen doors, window screens, awnings, storm windows, planter boxes, and the like may, pursuant to decision of a majority of the owners or by bylaws or rules and regulations, be designated as items to be furnished and maintained by unit owners at their individual expense in good order according to standards and requirements set by the Board by rule, regulation or bylaws.



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7. Description of Limited Common Elements; Easements for Exclusive Use Reserved for Certain Units

7.1 Limited Common Elements

The limited common elements are reserved for the exclusive use of the unit or units to which they are adjacent or assigned and consist of:

7.1.1 The parking space as more fully described on the Survey Map and Plans, the boundaries of said parking space being defined by the interior surfaces of the walls, ceiling roof, if any, floor and striping enclosing said parking space.

7.1.2. The entryways adjacent to certain units as more fully described on the Survey Map and Plans.

7.1.3 Any patio/yard area, courtyard, balcony or lanai which is adjacent to or part of certain units as more particularly shown on the Survey Map and Plans, the boundaries of said patio/yard area, courtyard, balcony or lanai being defined by the interior surfaces of the walls, floor, ceiling, doors, windows, ground, railings, fence or curb enclosing said patio/yard area, courtyard, balcony or lanai.

7.2 Interior Surfaces

As used in subparagraph 6.1.2 or any other portions of this declaration, the term "interior surfaces" shall not mean decorative finishes and coverings applied to such surfaces (including paint, wall paper, paneling, carpeting, window liners, or any other decorative surface coverings or finishes, if any.) Said decorative finishes and coverings, along with the fixtures and other tangible personal property (including furniture, planters, mirrors, and the like) lying in and used in connection with said limited common area, shall be deemed a part of said limited common area.

7.3 Assignment of Parking Space

Declarants reserve the right to make the initial assignment of any parking space to units, such assignment either being made by amendment to the Declaration, Survey Map and Plans or by designation contained in the initial unit deed executed by the Declarants.

7.4 Leasing Parking Space

After Declarants' initial assignment, a unit owner may rent or lease the parking space assigned to that unit to any other unit owner; provided, that the rental or lease term shall automatically expire on the date the lessor/unit owner disposes of his interest in the unit (whether such disposition is by deed, contract or otherwise) or in the event that the lessor/unit owner's rights or interest in the unit terminate for any reason. Any two unit owners may, by jointly executed instrument in recordable form approved by the Board (or Declarants or the Declarants' managing agent, if any, exercising the powers of the Board), exchange either on a permanent or temporary basis the parking space assigned to their respective units, effective upon recording.

8. Fraction of Undivided Interest in the Common Elements

8.1 Fractional Share of Undivided Interest

The fractional share of undivided ownership of each unit in the Condominium and the fractional share of undivided interest in the common elements of each unit for all purposes including voting, are as provided in Exhibit A. Except as otherwise provided in this Declaration, the fractional shares provided in Exhibit A shall be utilized for all purposes of the Act, including



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assessments and voting. Since there are 54 units in the Condominium, the fractional share of undivided ownership of each unit owner shall be 1/54.

9. Owner's Association

9.1 Form of Association

The term "Association" as used herein shall mean the Unit Owners' Association as defined in the Act and shall be organized as a nonprofit corporation and shall be named THE VINEYARD, A CONDOMINIUM (UBI #602 388 849). The rights and duties of the members and of such corporation shall be governed by the provisions of the Act and of this Declaration and the bylaws of the Association.

9.2 Membership

9.2.1 Qualification

Each unit shall be member of the Association and shall be entitled to one membership for each unit so owned; provided, that if a unit has been sold on contract, the contract purchaser shall exercise the rights of the unit owner for purposes of the Association, this declaration, and the Bylaws, except as may hereafter be provided, and shall be the voting owner unless otherwise specified. Ownership of a unit shall be the sole qualification for membership in the Association.

9.2.2 Transfer of Membership

The Association membership of each owner shall be appurtenant to the unit giving rise to the membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said unit and then only to the transferee to title to such unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

9.3 Voting

9.3.1 Number of Votes

The total voting power of all owners shall be 54 votes. Each unit shall be entitled to one vote.

9.3.2 Voting Owner

There shall be one voting representative for each unit. Declarants shall be the voting representative with respect to any unit or units owned by Declarants. If a person owns more than one unit, he shall have the votes for each unit owned. The voting representative shall be designated by the owner or owners of each unit by written notice to the Board and need not be an owner. The designation shall be revocable at any time by written notice to the Board from a party having an ownership interest in a unit or by written or actual notice to the Board of the death or judicially declared incompetence of any party with an ownership interest in the unit. This power of designation and revocation may be exercised by the guardian of a unit owner and the administrators or executors of an owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the wife, if a husband and wife have ownership interest, shall be the voting owner for said interest, and in the event that there is more than one owner and the owner is not a husband and wife, the voting representative of each unit shall be the group composed of its owners.



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10. Management of Condominium

10.1 Management by Declarants

In accordance with the language contained in the Act, in particular RCW 64.34.308(4), the Declarants shall have the authority to control the Association.

10.2 Management by Board

At the expiration of the period of Declarants' control of the Association as provided in subparagraph 10.1 of this paragraph or such earlier date as the Declarants, at their sole discretion, may elect, all administrative powers and authority of the Association shall vest in a Board of seven (7) directors elected from the unit owners; PROVIDED, HOWEVER, at least two of the Directors shall be elected from each phase of the condominium.

11. Use, Regulation of Uses, Architectural Uniformity

11.1 Residential Use

The buildings, excluding the recreational building, if any, and the building located on Tract A of the Plat of the Vineyards as recorded in Volume 23 of Plats at page 39, records of Thurston County, Washington, and units shall be used for single family residential purposes only, on an ownership, rental or lease basis, for the common social, recreational or other reasonable uses normally incident to such purposes, and for such additional uses or purposes as are from time to time determined appropriate by the Board. Such use as a single family residence shall be deemed to include accessory use as a professional office to the extent permitted by applicable zoning ordinances and to the extent customarily incidental to primary use as a residence. Units of the buildings may be used for the purposes of operating the association and for the management of the condominium in the event that no other facilities are reasonably available for these purposes. No unit shall be occupied by more than three persons as residents. If the addition of a child creates a fourth resident in a single unit, the occupants of that unit shall be required to relocate their residence outside the condominium with one hundred eighty days.

11.2 Sales Facilities of Declarants

Notwithstanding any provisions in subparagraph 11.1, Declarants, its agents, employees and contractors shall be permitted to maintain during the period of sale of the condominium upon such portion of the property as Declarants may be reasonably required, convenient or incidental to the sale or rental of condominium units and interests, including but not limited to, a business office, storage area, signs, model unit, sales office and parking areas for prospective tenants or purchasers of Declarants.

11.3 Vehicle Parking

Parking spaces are restricted solely to use for parking of operative automobiles. Other items and equipment may not be parked or kept in parking spaces except by prior written approval of the Board or pursuant to the rules or regulations of the Board uniformly applied. The Board may require removal of any inoperative vehicle, any unsightly vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof. Use of all parking areas may be regulated and is subject to the provisions of Section 7 of this Declaration.



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11.4 Common Drive and Walks

Common drives, roadways, walks, hallways and stairways shall be used exclusively for normal transit and no obstructions shall be placed thereon or therein except by express written consent of the Board.

11.5 Interior Unit Maintenance

11.5.1 Each unit owner shall, at his sole expense, have the right and the duty to keep the interior of his unit and its windows, interior portions of exterior doors, equipment, appliances and appurtenances in good order, condition and repair and shall do all redecorating and painting and provide all upkeep which, from time to time, shall be necessary to maintain the good appearance and condition of his unit. Each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, air conditioning equipment, heating or other equipment, fixtures or appliances which may be in or connected with his unit and any exterior windows within his unit.

11.5.2 Without limiting the generality of the foregoing, each unit owner shall have the right and the duty at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile, and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim, and the perimeter walls of the unit and the surfaces of the bearing walls of the unit located within his unit and shall not permit or commit waste of his unit or the common elements. Each owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls. Each unit owner or his agent has the right to maintain, repair, paint, finish, alter substitute, add or remove any fixtures attached to said ceilings, floors or walls. This subparagraph shall not be construed as permitting any interference with or damage to the structural integrity of the buildings or interference with the use and enjoyment of the common elements or of the other units or any of them, nor shall it be construed to limit the power or obligations of the Board hereunder.

11.5.3 Limited common elements, as defined in paragraph 7, although the use, condition and appearance thereof may be regulated under provisions of this Declaration or by the bylaws or rules, are for the sole and exclusive use of the units for which they are reserved or assigned. Unit owners will be responsible for care and maintenance of the limited common elements reserved for or assigned to their units, including patio/yard area, courtyard, balcony or lanai and parking space; provided that the Association may, at its option, landscape any yard area and, in said event, the costs of any such landscaping, together with the cost of maintenance thereof, shall constitute a common expense. Unit owners may not, however, modify paint or otherwise decorate or in any way alter their respective limited common elements without prior written approval of the Board. The cost of caring for and maintaining limited common elements reserved for or assigned to more than one unit for the mutual and joint use thereof shall be divided in equal shares among the units for which the limited common element is reserved with each share being collected as a special assessment owed by each unit.

11.6 Exterior Appearance

In order to preserve a uniform exterior appearance of the buildings and the common and limited common elements visible to the public, the Board may require and provide for the painting and other decorative finish of the buildings, any patio/yard area, courtyard, balcony or lanai, or common or limited common elements and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the buildings, any patio/yard area, courtyard, balcony or lanai or common or limited common elements undertaken or proposed by any owner. This shall include, but not be limited to, the installation of satellite receivers and/or exterior antennas. This power of the Board extends to



MIKE MCGRATH

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windows, screens, doors, awnings, rails or other visible portions of each unit and the condominium buildings. The Board may also require use of a uniform color or draperies, under drapery or drapery lining for all units. No owner shall modify, paint or decorate any portion of the exterior of the buildings, any patio/yard area, courtyard, balcony or lanai, limited common elements or parking space without first obtaining the written consent of the Board.

11.7 Effect on Insurance

Nothing shall be done or kept in any unit or in the common or limited common elements which shall increase the rate of insurance on the common elements or units without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the common or limited common elements which will result in the cancellation of insurance on any unit or any part of the common or limited common elements or which would be a violation of law.

11.8 Waste

No waste shall be committed in any unit or in a common or limited common element.

11.9 Signs

No sign of any kind shall be displayed to the public view on or from any unit or common or limited common element without prior written consent of the Board; provided, that this paragraph shall not apply to Declarants or Declarants' agents.

11.10 Pets

No animals, including livestock, domestic animals, poultry, reptiles or living creatures of any kind, but excluding dogs, cats or other reasonably acceptable household pets which shall be subject to the language contained in the following sentence, shall be raised, bred, or kept in any unit or in the common or limited common elements, whether as pets or otherwise. Dogs, cats or other reasonably acceptable household pets may be raised or kept in units if specifically authorized by a two-thirds (2/3) vote by percentage of ownership of the Association. In the event that the Association authorizes dogs, cats or other reasonably acceptable household pets, the Board may at any time require the removal of any dog, cat or other reasonably acceptable household pets which it finds, in its sole discretion, is unreasonably disturbing other unit owners and may exercise this authority for specific animals even though other similar animals are permitted to remain.

11.11 Offensive Activity

No noxious or offensive activity shall be carried on in any unit or common or limited common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to other unit owners. Subject to any applicable bylaws, the Board's decision upon these matters shall be final and conclusive unless modified by the vote of a majority of the unit owners with voting power.

11.12 Common Element Alteration

Nothing shall be altered or constructed in or removed from the common or limited common elements except upon the written consent of the Board and after procedures required herein or by law.



MIKE MCGRAW

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11.13 House Rules

The Board or the Association membership is empowered to pass, amend and revoke such additional rules and regulations (or "House Rules") as may, from time to time, be necessary or convenient to ensure compliance with the general guidelines of this paragraph, the other provisions of this Declaration, bylaws, and other rules and regulations adopted by the Association. Violation of any such additional rules and regulations, if any, provided in writing to any owner shall subject the owner to an action for relief provided in paragraph 12.1.

12. Compliance with Declaration

12.1 Enforcement

Each unit owner shall comply strictly with the provisions of the Declaration, the bylaws and rules and regulations adopted pursuant hereto, as the same may, from time to time, be amended and all decisions adopted pursuant thereto. Any failure to comply with the Declaration, the bylaws or rules or regulations shall be grounds for an action to recover sums due for damages, injunctive relief, or both, maintainable by either the Board acting through its officers upon behalf of the unit owners or by any aggrieved unit owner.

12.2 No Waiver of Strict Performance

The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or the bylaws or the rules or regulations adopted thereto, to exercise any right or option contained in this Declaration, bylaws or rules or regulations, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, restriction, bylaw, rule or regulation, but such term, covenant, condition, restriction, bylaw, rule or regulation shall remain in full force and effect. The receipt by the Board of payment of any assessment from a unit owner with knowledge of any such breach shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board. This paragraph also extends to the Declarants or Declarants' managing agent exercising the power of the Board during the initial period of operation of the Board and the condominium development.

13. Miscellaneous

13.1 Warranties and Guarantees

Declarants hereby expressly disclaim any and all warranties or guarantees, express or implied, of any type or kind, including, without limitation thereto, implied warranties of fitness, merchantability or use, relating to all or any portion, aspect or condition of the condominium buildings, common or limited common elements, individual units, appliances, fixtures, condominium documents or as to the nature, amount or extent of any assessments unless separate written warranty or guarantee.

13.2 Effective Date

This Declaration shall take effect when it is recorded in the office of the Auditor for Thurston County.

13.3 Amendment of Declaration

This declaration may be amended in accordance with the Act. The Survey Map and Plans may also be amended in accordance with the Act. No such amendment shall be

effective until recorded in the office of the Auditor for Thurston County, Washington. This declaration is an amendment to the declaration dated April 22, 2004 and recorded in the office of the Auditor for Thurston County, Washington on April 22, 2004 under Auditor's File No. 3635184. This declaration supercedes and replaces that declaration

13.4 Invalidity and Severability

The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration and the other provisions of this Declaration shall continue in effect as if such invalid provisions had never been included herein.

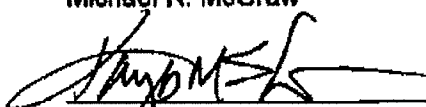
13.5 Waiver

No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

In witness whereof Michael R. McGraw and Kaye D. McGraw, husband and wife, have caused this First Amended Declaration to be executed this 10th day of June, 2004.



Michael R. McGraw



Kaye D. McGraw

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Michael D. McGraw and Kaye D. McGraw, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 10th day of June, 2004.



Notary Public in and for the State of
Washington, residing at Olympia.

My commission expires on 10/15/2005



MIKE MCGRAW

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EXHIBIT A**The Vineyards, A Condominium
Description of Units****Phase I (17 Units)**

Unit	Approximate Square Footage Including Garage	Bathrooms (whole)	Bathrooms (partial)	Rooms Designated as Bedrooms	Built in Fireplaces	Fraction of undivided interest in common elements and expenses
8A	1120	1	1	2	0	1/54
8B	1176	1	1	2	0	1/54
8C	1178	1	1	2	0	1/54
8D	1180	1	1	2	0	1/54
8E	1182	1	1	2	0	1/54
8F	1116	1	1	2	0	1/54
9A	1121	1	1	2	0	1/54
9B	1178	1	1	2	0	1/54
9C	1180	1	1	2	0	1/54
9D	1180	1	1	2	0	1/54
9E	1183	1	1	2	0	1/54
9F	1117	1	1	2	0	1/54
10A	1423	1	1	2	0	1/54
10B	1511	1	1	2	0	1/54
10C	1534	1	1	2	0	1/54
10D	1516	1	1	2	0	1/54
10E	1418	1	1	2	0	1/54



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MIKE MCGRAW

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Phase II (23 Units)

Unit	Approximate Square Footage Including Garage	Bathrooms (whole)	Bathrooms (partial)	Rooms Designated as Bedrooms	Built in Fireplaces	Fraction of undivided interest in common elements and expenses
6A	1118	1	1	2	0	1/54
6B	1179	1	1	2	0	1/54
6C	1179	1	1	2	0	1/54
6D	1178	1	1	2	0	1/54
6E	1178	1	1	2	0	1/54
6F	1107	1	1	2	0	1/54
7A	1123	1	1	2	0	1/54
7B	1184	1	1	2	0	1/54
7C	1184	1	1	2	0	1/54
7D	1183	1	1	2	0	1/54
7E	1183	1	1	2	0	1/54
7F	1112	1	1	2	0	1/54
11A	1124	1	1	2	0	1/54
11B	1182	1	1	2	0	1/54
11C	1183	1	1	2	0	1/54
11D	1183	1	1	2	0	1/54
11E	1183	1	1	2	0	1/54
11F	1123	1	1	2	0	1/54
12A	1114	1	1	2	0	1/54
12B	1175	1	1	2	0	1/54
12C	1108	1	1	2	0	1/54
13A	1235	1	1	2	Fire Drum	1/54
13B	1235	1	1	2	Fire Drum	1/54



MIKE MCCRAE

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Phase III (14 Units)

Unit	Approximate Square Footage Including Garage	Bathrooms (whole)	Bathrooms (partial)	Rooms Designated as Bedrooms	Built in Fireplaces	Fraction of undivided interest in common elements and expenses
1A	1132	1	1	2	0	1/54
1B	1175	1	1	2	0	1/54
1C	1112	1	1	2	0	1/54
2A	1262	1	1	2	1	1/54
2B	1262	1	1	2	1	1/54
4A	1227	1	1	2	0	1/54
4B	1289	1	1	2	0	1/54
4C	1289	1	1	2	0	1/54
4D	1229	1	1	2	0	1/54
14A	1114	1	1	2	0	1/54
14B	1174	1	1	2	0	1/54
14C	1174	1	1	2	0	1/54
14D	1174	1	1	2	0	1/54
14E	1114	1	1	2	0	1/54

When Recorded Return to:

Michael R. McGraw
P.O. Box 900
East Olympia, WA 98540

Document Title: First Amendment to First Amended Declaration of Condominium of the Vineyards, a condominium

Grantors: The Vineyards, A Condominium

Grantee: The Vineyards, A Condominium

Legal Description (abbreviated):

Plat of the Vineyards as recorded in Volume 23 of Plats at page 39.

Assessor's Tax Parcel Identification Numbers:

Phase I: 81750281201, 81750281202, 81750281203, 81750281204, 81750281205, 81750281206, 81750281801, 81750281802, 81750281803, 81750281804, 81750281805, 81750282101, 81750282102, 81750282103, 81750282104, 81750282105, 81750282106
Phase II: 81750282401, 81750282402, 81750282403, 81750282404, 81750282405, 81750282406, 81750283001, 81750283002, 81750283003, 81750283501, 81750283502, 81750283503, 81750283504, 81750283505, 81750283506, 81750284301, 81750284302, 81750284303, 81750284304, 81750284305, 81750284306, 81750290001, 81750290002
Phase III: 81750292001, 81750292002, 81750292003, 81750292004, 81750292005, 81750292901, 81750292902, 81750292903, 81750292904, 81750294301, 81750294302, 81750294601, 81750294602, 81750294603

**FIRST AMENDMENT TO FIRST AMENDED DECLARATION OF
CONDOMINIUM OF THE VINEYARDS, A CONDOMINIUM**

THIS FIRST AMENDMENT TO FIRST AMENDED DECLARATION OF CONDOMINIUM OF THE VINEYARDS, A CONDOMINIUM, ("First Amendment"), is made by the following members of the condominium, WITNESSETH:

WHEREAS the First Amended Declaration of Condominium ("Declaration") was recorded on June 10, 2004 in the office of the Auditor for Thurston County, state of Washington under Auditor's file number 3648724; and

WHEREAS, it is the desire of the condominium members to amend the Declaration so that it complies with Fannie Mae guidelines (i.e. Part XII, Chapter 6, of the Selling Guide of the Fannie Mae Single Family Guides); and

NOW, THEREFORE, the Condominium members signed below hereby amend the Declaration as follows:

I. Subparagraph 11.2 of the Declaration shall be deleted and the following subparagraph 11.2 shall be substituted.

Notwithstanding any provisions in subparagraph 11.1, Declarants, its agents, employees and contractors shall be permitted to maintain during the period of sale of the condominium upon such portion of the property as Declarants may choose facilities as in the sole opinion of the Declarants may be reasonably required, convenient or incidental to the sale or rental of condominium units



VINEYARD CONDO

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\$36.00 Thurston Co. Wa.

and interests, including but not limited to, a business office, storage area, signs, model unit, sales office and parking areas for prospective tenants or purchasers of Declarants.

II. The following Paragraph 14 shall be added to the Declaration.

14. Compliance with Fannie Mae guidelines

14.1 Annual audited statement.

An audited statement for the Unit Owners' Association shall be prepared for each fiscal year. The audited statement shall be available to the holder, insurer, or guarantor of any first mortgage that is secured by a unit in the project on submission of a written request for it. The audited statement shall be available within 120 days of the end of the Unit Owners' Association's fiscal year. (Chapter 601.02)

14.2 Amendments of a material nature.

Any amendments of a material nature to the Declaration, this First Amendment, the Articles of Incorporation for the owners' association or the bylaws of the association must be agreed to by unit owners who represent at least 67% of the total allocated votes in the owners' association and by eligible mortgage holders that represent at least 51% of the votes of the unit estates that are subject to mortgages held by eligible holders.

Eligible mortgage holders are those holders of a first mortgage on a unit that has submitted a written request for the owners' association to notify them of any proposed action requiring the consent of a specified percentage of eligible mortgage holders.

- any change to any of the provisions governing the following would be considered as material:
- voting rights;
- increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- reductions in reserves for maintenance, repair, and replacement of common elements;
- responsibility for maintenance and repairs;
- reallocation of interests in the general or limited common elements, or rights to their use;
- redefinition of unit boundaries;
- convertibility of units into common elements or vice versa;
- expansion or contraction of the project, or the addition, annexation, or withdrawal of property from the project;
- hazard or fidelity insurance requirements;
- imposition of any restrictions on the leasing of units;
- imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- a decision by the owners' association to establish self-management;
- restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or
- any provision that expressly benefits mortgage holders, insurers, or guarantors.

All other amendments to the Declaration, Articles or Bylaws shall occur as provided therein.

14.3 Rights of holder, insurer or guarantor of a mortgage.

Any holder, insurer, or guarantor of the mortgage on any unit in the condominium shall have the right to timely notice of

- Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;



VINEYARD CONDO

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Thurston Co. Wa.

- Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage;
- A lapse, cancellation, or material modification of any insurance policy maintained by the owners' association; and
- Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

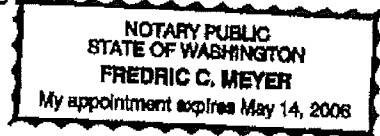
In order to exercise this right, the holder, insurer, or guarantor must send a written request for this information to the owners' association, stating both the name and address and the unit number or address of the unit on which it holds (or insures or guarantees) the mortgage. (Chapter 610)

In witness whereof the following condominium owners have signed this First Amendment to the First Amended Declaration of Condominium of the Vineyards, a condominium.

Laural Usitalo

Laural Usitalo, Parcel No. 81750281281

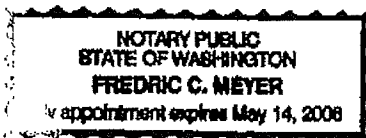
STATE OF WASHINGTON)
) ss.
County of Thurston)



On this day personally appeared before me Laural Usitalo, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.



Michael R. McGraw

Michael R. McGraw, Parcel Nos. 81750281202, 81750281204, 81750282102, 81750282401, 81750282406, 81750283501, 81750283502, 81750284301, 81750284302, 81750284305, 81750284306, 81750290001, 81750290002,

Kaye D. McGraw
Kaye D. McGraw
as her attorney in fact

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Michael D. McGraw and Kaye D. McGraw, husband and wife, to me known to be the individuals described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

Fredric Meyer
Notary Public in and for the State of



VINEYARD CONDO

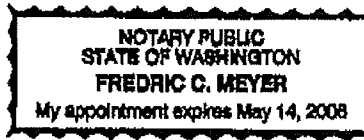
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Washington, residing at Olympia.

Corrine Saint, Parcel No. 81750281203



STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Corrine Saint, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Michelle M. Huntley, Parcel No. 81750281205

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Michelle M. Huntley, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.

Notary Public in and for the State of
Washington, residing at Olympia.

David D. Williams, Parcel No. 81750281206

Debra J. Williams

STATE OF WASHINGTON)
) ss.
County of Thurston)



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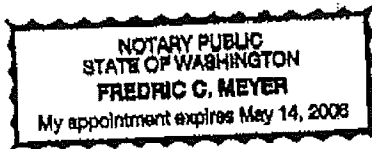
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Thurston Co. Wa.

On this day personally appeared before me David D. Williams and Debra J. Williams, husband and wife, to me known to be the individuals described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

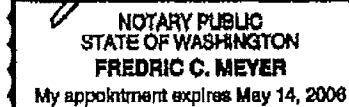


Fredric Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

STATE OF WASHINGTON)

County of Thurston)

ss.



Mary Bowen
Mary B. Bowen, Parcel No. 81750281801

On this day personally appeared before me Mary B. Bowen, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Kara L. Dodd, Parcel No. 81750281802

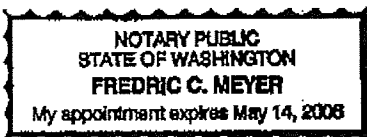
STATE OF WASHINGTON)

County of Thurston)

ss.

On this day personally appeared before me Kara L. Dodd, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.



Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Jeanie D. Bond
Jeanie D. Bond, Parcel No. 81750281803

STATE OF WASHINGTON)

ss.



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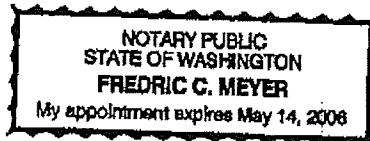
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County of Thurston)

On this day personally appeared before me Jeanie D. Bond, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

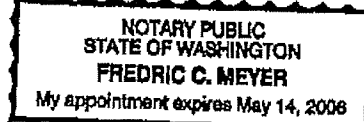
Given under my hand and seal this 4 day of March, 2005.



Fredric Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

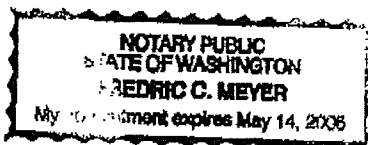
Lisa S. Rosenthal
Lisa S. Rosenthal, Parcel No. 81750281804

STATE OF WASHINGTON)
) ss.
County of Thurston)



On this day personally appeared before me Lisa S. Rosenthal, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.



Fredric Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Jeffrey M. Barlow
Jeffrey M. Barlow, Parcel No. 81750281805

Constance M. Barlow

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Jeffrey N. Barlow and Constance M. Barlow, husband and wife, to me known to be the individuals described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.

Notary Public in and for the State of
Washington, residing at Olympia.



VINEYARD CONDO

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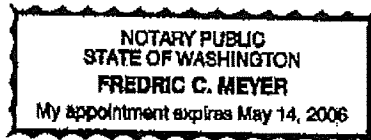
Thurston Co. Wa.

Tiffany A. Sweet
Tiffany A. Sweet Parcel No. 81750282101

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Lisa S. Rosenthal, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.



Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

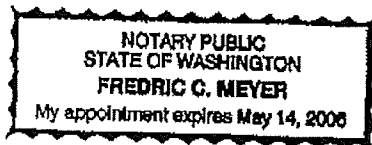
M. LaBonte
Melanie J. LaBonte, Parcel No. 81750282103

Brandon M. LaBonte
Brandon M. LaBonte

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Melanie J. LaBonte and Brandon M. LaBonte, husband and wife, to me known to be the individuals described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 5 day of March, 2005.



Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Bryan H. Erickson
Bryan H. Erickson, Parcel No. 81750282104

Brooke Ann Erickson
Brooke Ann Erickson

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Bryan H. Erickson and Brooke Ann Erickson, husband and wife, to me known to be the individuals described in and who executed the within and



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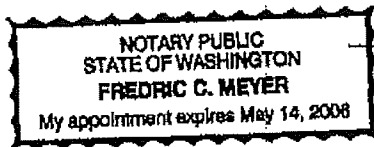
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Thurston Co. Wa.

foregoing first amendment to the amended declaration, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.



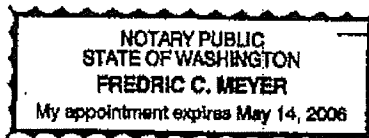
Ella Arond
Ella Arond, Parcel No. 81750282105

STATE OF WASHINGTON)
County of Thurston) ss.

On this day personally appeared before me Ella Arond, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.



Allen L. Weber
Allen L. Weber, Parcel No. 81750282106

Elaine M. Weber
Elaine M. Weber

STATE OF WASHINGTON)
County of Thurston) ss.

On this day personally appeared before me Allen L. Weber and Elaine M. Weber, husband and wife, to me known to be the individuals described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.

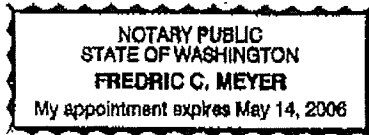
Notary Public in and for the State of
Washington, residing at Olympia.

Constance E. Nicholas, Parcel No. 81750282402

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Constance E. Nicholas, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.



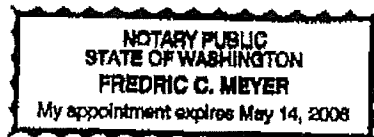
Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Kristine M. Leland
Kristine M. Leland, Parcel No. 81750282403

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Kristine M. Leland, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.



Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Toni L. Anderson
Toni L. Anderson, Parcel No. 81750282404

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Toni L. Anderson, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.

Notary Public in and for the State of
Washington, residing at Olympia.



VINEYARD CONDO

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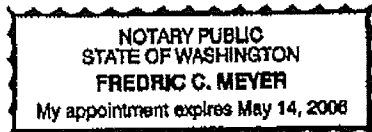
Thurston Co. Wa.

Katherine Ries, Parcel No. 81750282405

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Katherine Ries, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

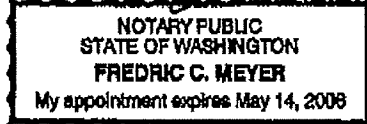
Given under my hand and seal this 4 day of March, 2005.



Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Michael J. Kramer
Michael J. Kramer, Parcel No. 81750283001

STATE OF WASHINGTON)
) ss.
County of Thurston)



On this day personally appeared before me Michael J. Kramer, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Sandra L. pearce, Parcel No. 81750283002

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Katherine Ries, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.

Notary Public in and for the State of
Washington, residing at Olympia.



VINEYARD CONDO

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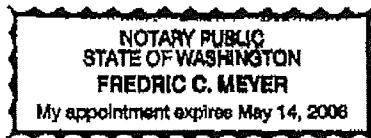
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Deborah Lynne Nichols
Deborah Lynne Nichols, Parcel No. 81750283003

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Deborah Lynne Nichols, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.



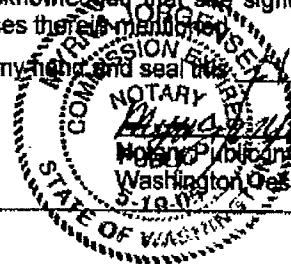
Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Maree E. Graham
Maree E. Graham, Parcel No. 81750283503

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Maree E. Graham, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.



Myraa Toljensen
Notary Public in and for the State of
Washington, residing at Olympia.

Geoffrey R. Graham, Parcel No. 81750283504

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Geoffrey R. Graham, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.

Notary Public in and for the State of _____



VINEYARD CONDO

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Thurston Co. Wa.

Washington, residing at Olympia.

Cathy J. Burres
Cathy J. Burres, Parcel No. 81750283505

Shanna R. Burres
Shanna R. Burres

STATE OF WASHINGTON)

) ss.

County of Thurston)

On this day personally appeared before me Cathy J. Burres and Shanna R. Burres, husband and wife, to me known to be the individuals described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

NOTARY PUBLIC
STATE OF WASHINGTON
FREDRIC C. MEYER
My appointment expires May 14, 2006

Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Alexis S. Santos
Alexis S. Santos, Parcel No. 81750283506

Renee J. Santos
Renee J. Santos

STATE OF WASHINGTON)

) ss.

County of Thurston)

On this day personally appeared before me Alexis S. Santos and Renee J. Santos, husband and wife, to me known to be the individuals described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

NOTARY PUBLIC
STATE OF WASHINGTON
FREDRIC C. MEYER
My appointment expires May 14, 2006

Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Deborah J. Charles, Trustee, Parcel No. 81750284303

Warren P. Charles



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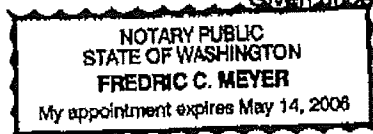
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\$35.00 Thurston Co. Wa.

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Deborah J. Charles and Warren P. Charles, wife and husband, to me known to be the individuals described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.



Fredric C Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Edward E. Roe
Edward E. Roe, Parcel No. 81750284304

Denise M. Roe
Denise M. Roe

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Edward E. Roe and Denise M. Roe, husband and wife, to me known to be the individuals described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.

Notary Public in and for the State of
Washington, residing at Olympia.

Brenda J. Lovin, Parcel No. 81750292001

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Breda J. Lovin, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.

Notary Public in and for the State of
Washington, residing at Olympia.



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\$36.00 Thurston Co. Wa.

Tonya L Wolfe
Tonya L. Wolfe, Parcel No. 81750292002

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Tonya L. Wolf, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

NOTARY PUBLIC
STATE OF WASHINGTON
FREDRIC C. MEYER
My appointment expires May 14, 2008

Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Judith K. Bushell, Parcel No. 81750292003

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Judith K. Bushell, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.

Notary Public in and for the State of
Washington, residing at Olympia.

Tracy L. West
Tracy L. West, Parcel No. 81750292004

STATE OF WASHINGTON)
) ss.
County of Thurston)

NOTARY PUBLIC
STATE OF WASHINGTON
FREDRIC C. MEYER
My appointment expires May 14, 2008

On this day personally appeared before me Tracy L. West, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

Fredric C. Meyer
Notary Public in and for the State of



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Thurston Co. Wa.

Notary Public in and for the State of
Washington, residing at Olympia.

Jarmon C. Bray

Jarmon C. Bray, Parcel Nos. 81750292903 and 81750294601

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Jarmon C. Bray, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

NOTARY PUBLIC
STATE OF WASHINGTON
FREDRIC C. MEYER

My appointment expires May 14, 2006

Fredric C. Meyer

Notary Public in and for the State of
Washington, residing at Olympia.

Michael E. Maxwell, Parcel No. 81750292904

Kathleen Maxwell

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Michael E. Maxwell and Kathleen Maxwell, husband and wife, to me known to be the individuals described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that they signed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.

Notary Public in and for the State of
Washington, residing at Olympia.

Edward D. Brown, Parcel No. 81750294301

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Edward D. Brown, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the



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Thurston Co. Wa.

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Washington, residing at Olympia.

Laura D. Trembulak

Laura D. Trembulak, Parcel No. 81750292005

STATE OF WASHINGTON)

) ss.

County of Thurston)

On this day personally appeared before me Laura D. Trembulak, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

NOTARY PUBLIC
STATE OF WASHINGTON
FREDRIC C. MEYER
My appointment expires May 14, 2008

Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Lucille Canale

Lucille Canale, Parcel No. 81750292901

STATE OF WASHINGTON)

) ss.

County of Thurston)

On this day personally appeared before me Laura Canale, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

Fredric C. Meyer
Notary Public in and for the State of
Washington, residing at Olympia.

Lesley A. Scott, Parcel No. 81750292902

STATE OF WASHINGTON)

) ss.

County of Thurston)

On this day personally appeared before me Lesley A. Scott, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.



VINEYARD CONDO

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Thurston Co. Wa.

amended declaration, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of March, 2005.

Notary Public in and for the State of
Washington, residing at Olympia.

Wahine Investments, LLC, Parcel No. 81750294302

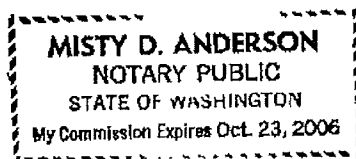
STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me 3/2/05 of Wahine Investments, LLC, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 2 day of March, 2005.

Misty D. Anderson

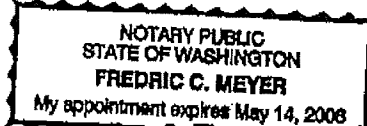
Notary Public in and for the State of
Washington, residing at Olympia.



Jeffrey C. Thompson

Jeffrey C. Thompson, Parcel No. 81750294602

STATE OF WASHINGTON)
) ss.
County of Thurston)



On this day personally appeared before me Jeffrey C. Thompson, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

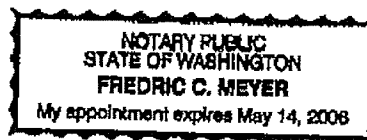
Fredric C. Meyer

Notary Public in and for the State of
Washington, residing at Olympia.

Heather E. Bertels

Heather E. Bertels, Parcel No. 81750294603

STATE OF WASHINGTON)
) ss.
County of Thurston)



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On this day personally appeared before me Heather E. Bertels, a single person, to me known to be the individual described in and who executed the within and foregoing first amendment to the amended declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4 day of March, 2005.

Fredrick C. Meeyer
Notary Public in and for the State of
Washington, residing at Olympia.



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Thurston Co. Wa.