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STEVENS COUNTY, WASHINGTON

TIM GRAY, AUDITOR

FCLINTON

**DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATIONS FOR
MAPLE STREET CONDOMINIUMS
COLVILLE, STEVENS COUNTY, WASHINGTON**

Declarant Jesse J. Cole, an unmarried person, is the sole owner of the following described real property situated in the County of Stevens, State of Washington, to-wit:

Assessor's Parcel No. 91000

The North 60 feet of the NE¼ of Block 4, MEYERS ADDITION TO COLVILLE, in the City of Colville, according to plat recorded in Volume A of Plats, page 3, in Stevens County, Washington.

Also described as all that property and appurtenances described in the PLAN FOR MAPLE STREET CONDOMINIUMS, in Stevens County, Washington, as recorded Jan 14TH, 2008 in Book A of Condominium, at page 36 Et.seq. As Auditor's File No. 20080000449, official records of Stevens County, Washington.

SUBMISSION TO CONDOMINIUM OWNERSHIP

Pursuant to Revised Code of Washington Condominium Act, RCW 64.34 et. seq. (The Act) and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole Owner of said Property, make the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Declaration, it is agreed that this Declaration, together with the Survey Map referred to herein, states covenants, conditions, restrictions and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such parcel of realty, and upon its owners or

Maple Street Condominium CCR

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possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments.

WHEREAS, declarant is the fee owner of certain real property located in Stevens County, State of Washington, to-wit:

The North 60 feet of the NE¼ of Block 4, MEYERS ADDITION TO COLVILLE, in the City of Colville, according to plat recorded in Volume A of Plats, page 3, in Stevens County, Washington.

WHEREAS, declarant desires to subject said property to the restrictions, covenants, conditions, reservations, easements, liens, and charges hereinafter set forth, each and all of which are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property as covenants running with the land, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any future owners thereof, this Declaration of Covenants and Restrictions being for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as hereinafter specified; and

WHEREAS, the power to enforce said restrictions, covenants, conditions, reservations, easements, liens and charges is to reside with the Maple Street Condominium Association, its successors and assigns and/or individual owners of units within said development, now, therefore,

DECLARANTS HEREBY DECLARE that the above described property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth. No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto.

1. Enforcement. The Condominiums Owners Association is hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain such violation or to recover damages. In the event that the Association fails to take appropriate action for the enforcement of the covenants and restrictions within a reasonable time after a violation, actual, attempted, or threatened, is brought to the attention of the Association in writing, any person or person then owning or in possession of units within the said plat may take such stops in law or in equity as may be necessary for such enforcement or abatement.

2. Damages and Attorney's Fees. Any damages recovered in such enforcement proceedings shall inure to the benefit of the person or persons damaged by the violation involved and the party prevailing in such enforcement proceedings, whether in law or in equity, shall be entitled to such attorney's fees as the court may deem reasonable. Any costs to the Condominium Owners Association will be shared equally by the property owners.
3. Non-Waiver of Breach of Right. The failure of any unit owner or any of the declarants to enforce any of these covenants and restrictions or any particular term or condition hereof shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto, nor shall such failure give rise to any claim or cause of action against such unit owner, or declarant.

INTERPRETATION

1. 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 Washington law. It is intended and covenanted also that, insofar as it affects this Declaration and Condominium, the provisions of the Act under which this Declaration is operative, shall be liberally construed to effectuate the intent of this Declaration insofar as reasonably possible.
2. Consistent with Act. The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.
3. Covenants Running With Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitude, binding on Declarants, their successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the ACT, and operating independently of the ACT should the ACT be, in any respect, inapplicable.
4. Percentages of Owners or Mortgagees. For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee hold Mortgages on, more than one (1) Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.
5. Declarants are Original Owners. Declarants are the original Owners of all Units and Property and will continue to be deemed the Owners thereof except as conveyances or

documents changing such ownership regarding specifically described Units are filed of record.

6. Captions and Exhibits. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various Exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as through fully set forth where such reference is made.
7. Inflationary Increase in Dollar Limits. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association may, in the discretion of the Board, be increased proportionately by the increase in the Consumer Price Index for all Urban Consumers, West Region All Items prepared by the United States Department of Labor for the base period, (1982 -84 = 100), to adjust for any deflation in the value of the dollar.
8. Definitions.
 - 8.1 "The Act" means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW 64.34) as amended.
 - 8.2 "Allocated Interests" means the undivided interests in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit more particularly provided for in this document.
 - 8.3 "Assessment" means all sums chargeable by the Association against a Unit including, without limitation: (a) regular and special Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account.
 - 8.4 "Association" means all of the Owners acting as a group in accordance with the Bylaws and with this Declaration as it is duly recorded and as they may be lawfully amended, which Association is more particularly provided for in this document.
 - 8.5 "Board" means the Board of Directors of the Association provided for in this document.
 - 8.6 "Building" means the building or buildings containing the Units and comprising a part of the Property.

- 8.7 “Bylaws” shall mean the Bylaws of the Association provided for in this document.
- 8.8 “Common Elements” means all portions of the Condominium other than the Units.
- 8.9 “Common Expenses” means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- 8.10 “Common Expense Liability” means the liability for Common Expenses allocated to each Unit pursuant to this document.
- 8.11 “Condominium” means the condominium created by this Declaration and related Survey Map pursuant to the Act.
- 8.12 “Conveyance” means any transfer of the ownership of a Unit, including a transfer by deed or by Real Estate Contract, but shall not include a transfer solely for security.
- 8.13 “Declarants” means any person or group of persons acting in concert who (a) executed as Declarants this Declaration, or (b) reserves or succeeds to any Special Declarant Right under the Declaration.
- 8.14 “Declarant Control” means the right, if expressly reserved by this Declaration, of the Declarants or person designated by the Declarants to appoint and remove Association officers and Board Members pursuant to this document.
- 8.15 “Declaration” means this Declaration and any amendments thereto.
- 8.16 “Dispose” or “Disposition” means a voluntary transfer of conveyance to a purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.
- 8.17 “Eligible Mortgagee” means the holder of a mortgage on a Unit that has filed with the Secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.
- 8.18 “Foreclosure” mean a forfeiture or judicial or non-judicial foreclosure of a Mortgage or a deed in lieu thereof.
- 8.19 “Identifying Number” means a symbol or address that identifies only one Unit of the Condominium.

- 8.20 “Interior Surfaces” (where that phrase is used in defining the boundaries of Units or Limited Common Elements) shall not include paint, wallpaper, paneling, carpeting, tiles, finished flooring, and other such decorative or finished surface coverings. Said decorative and finished coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors and the like) located in and used in connection with said Unit or Limited Common Element, shall be deemed a part of said Unit or Limited Common Element.
- 8.21 “Limited Common Element” means a portion of the Common Elements allocated by this Declaration or by operation of law for the exclusive use of one or more but fewer than all of the Units are provided in this document.
- 8.22 “Manager” means the person or persons retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person or persons and as are provided in a written agreement between such person or persons and the Association.
- 8.23 “Mortgage” means a mortgage or deed of trust that creates a lien against a Unit and also means a Real Estate Contract for the sale of a Unit.
- 8.24 “Mortgagee” means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a Real Estate Contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgage of a Unit are included within the definition of Mortgagee.
- 8.25 “Mortgagee of a Unit” means the holder of a Mortgage on a Unit, which mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term “Mortgagee of a Unit” shall also be deemed to include the Mortgagee of the Condominium.
- 8.26 “Mortgagee of the Condominium” means the holder of a Mortgage on the Property which this Declaration affects, which Mortgage was recorded prior to the recordation of this Declaration. The term “Mortgagee of the Condominium” does not include Mortgagees of the individual Units.
- 8.27 “Person” means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entities.
- 8.28 “Property or Real Property” means any fee or other estate or interest in, over or under the land described in Exhibit A, including buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant

thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" includes parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and all personalty intended for use in connection therewith.

- 8.29 "Purchaser" means any person, other than Declarant, who by means of a Disposition acquires a legal or equitable interest in a Unit other than as security for an obligation.
- 8.30 "Renting or Leasing" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.
- 8.31 "Special Declarant Rights" means rights, if expressly reserved in this Declaration for the benefit of Declarants to:
- (A) complete improvements indicated on Survey Map filed with the Declaration under RCW 64.34.232;
 - (B) exercise any Development Right under Section 23.2;
 - (C) maintain sales offices, management offices, signs advertising the Condominium, and models under Section 23.1.2;
 - (D) use easements through the Common Elements for the purpose of making improvements within the Condominium or within real property which may be added to the Condominium;
 - (E) making the Condominium part of a larger Condominium or a development under RCW 64.34.276;
 - (F) make the Condominium subject to a master association under RCW 64.34.276; or
 - (G) appoint or remove any officer of the Association or any master association or any member of the Board during any period of Declarant Control under Section 23.1.4.

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- 8.32 “Survey Map” means the Survey Map recorded simultaneously with this Declaration and any amendments, corrections, and addenda thereto subsequently recorded. There are no separate plans for these condominiums. All requirements that would otherwise be required if separated plans were filed have been included in the survey map, including those requirements of RCW 64.34.232(4).
- 8.33 “Unit” means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to this document.
- 8.34 “Unit Owner” means subject to Section 1.9.5, a Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation. “Unit Owner” means the vendee, not the vendor, or a Unit under a Real Estate Contract.

9. Construction and Validity.

- 9.1 All provisions of the Declaration and Bylaws are severable.
- 9.2 The rule against perpetuities may not be applied to defeat any provision of the Declaration, Bylaws, rules, or regulations adopted pursuant to RCW 64.34.304(1)(a).
- 9.3 In the event of a conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.
- 9.4 The creation of this Condominium shall not be impaired and title to the Units and Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of the Declaration or Survey Map or any amendment thereto to comply with the Act.
- 9.5 If the Declaration or Bylaws now or hereafter provide that any Officers or Directors of the Association must be Unit Owners, then notwithstanding the definition contained in Section 8.34, the term “Unit Owner” in such context shall, unless the Declaration or Bylaws otherwise provide, be deemed to include any Director, Officer, partner in, or trustee of any person, who is, either alone or in conjunction with another person or persons, a Unit Owner. Any Officer or Director of the Association who would not be eligible to serve as such if they were not a Director, Officer, partner in, or trustee of such a person shall be disqualified from continuing in office if he or she ceases to have any such affiliation with that person, or if that person would have been disqualified from continuing in such office as a natural person.

DESCRIPTION OF PROPERTY

1. Legal Description and Survey Map

- 1.1 Survey Map. A survey map is filed simultaneously herewith under Stevens County Auditor's File No. 20080000 449. Said survey map depicts the boundaries of the property, the units, common elements and limited common elements.

There are no separate plans for these condominiums. All requirements that would otherwise be required if separated plans were filed have been included in the survey map, including those requirements of RCW 64.34.232(4).

1.2 Description of Building.

A 34' 4" by 64' 4" building, two stories, with two units on each story; four units total. Construction is a poured concrete slab with insulated concrete forms (ICF); with a composite roof. Exterior is DRYVIT systems with sand finish.

Windows and doors are vinyl and/or fiberglass framed. Heating is wall mounted electric units.

DESCRIPTION OF UNITS

The following description of Units sets forth:

1. Number of Units. The number of Units which Declarants have created and reserve the right to create. There are four units total.
2. Unit Numbers. The identifying Number of each Unit created by the Declaration. The units are numbered Unit A, Unit B, Unit C, and Unit D.
3. Unit Description. With respect to each existing "Unit"
 - 3.1 The approximate square footage.
 - 3.2 The number of bathrooms, whole or partial.
 - 3.3 The number of rooms designated primarily as bedrooms.
 - 3.4 The number of built-in fireplaces.

- 3.5 The level or levels on which each Unit is located.
- 3.6 The type of heat and heat service.
4. Access to Common Ways and Public Streets. Each Unit has direct access to Common Areas and all such Common Areas have direct access to public streets.
5. Easements Reserved. Easements are reserved throughout the Condominium property as may be required for utility services.
6. Unit Boundaries. The boundaries of each Unit are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof.
7. Description of Units. The Units have one typical design as follows:

Unit A is the downstairs West unit.

Unit A has:

- 976 square feet
- one full bath
- two rooms designated primarily as bedrooms
- Unit A is a lower level unit on one level
- heat is electric wall units
- one uncovered limited common are parking space for Unit A
- there are no built in fireplaces

Unit B is the downstairs East unit.

Unit B has:

- 976 square feet
- one full bath
- two rooms designated primarily as bedrooms
- Unit B is a lower level unit on one level
- heat is electric wall units
- one uncovered limited common are parking space for Unit B
- there are no built in fireplaces

Unit C is the upstairs West unit.

Unit C has:

- 976 square feet
- one full bath
- two rooms designated primarily as bedrooms
- Unit C is an upper level unit on one level
- heat is electric wall units

- one uncovered limited common are parking space for Unit C
- there are no built in fireplaces

Unit D is the upstairs East unit.

Unit D has:

- 976 square feet
- one full bath
- two rooms designated primarily as bedrooms
- Unit A is an upper level unit on one level
- heat is electric wall units
- one uncovered limited common are parking space for Unit D
- there are no built in fireplaces

8. Common Areas and Facilities.

8.1 Description. The common areas consist of those specified in the Condominium Statute as well as the following:

- (A) The land described in the survey map filed under Stevens County Auditor's File No. 20080000449;
- (B) The walkways;
- (C) The area surrounding the building designated as the landscaped areas;
- (D) The entrance area, and parking spaces designated on the survey map filed under Stevens County Auditor's File No. 20080000449.

Note: There are four common area parking spaces. Additionally, there are four limited common areas parking spaces, one each assigned to each of the four units.

- (E) The stairways;
- (F) The foundations, columns, girders, beams, supports, walls, floors, ceilings and roof (i.e., all structural components of the building);
- (G) All utility and sewer lines situated outside of the boundaries of each residential unit;
- (H) Central and appurtenant installations for services such as power, light, hot and cold water, and like utilities, if any;

(I) All other parts of the property existing for common use or necessary to the existence, maintenance and safety of the said building.

8.2 Access. Each Unit has direct access to the common area adjacent to the Unit entrance and thence across the common areas to the public streets and sidewalks. The right of ingress to and egress from each Unit shall be perpetual and appurtenant to the Unit.

8.3 Use. Each owner shall have the right to use the common areas and facilities (except the limited common areas and facilities reserved for other units) in common with all other owners. The right to use the common areas and facilities shall extend not only to each owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the common areas and facilities, including the limited common area and facilities, shall be governed by the provisions of the Condominium Statute, this Declaration, the Bylaws, and the rules and regulations of the Association.

8.4 Prohibition Against Abandonment, Partition, etc. The owners shall not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities and no other person shall have the right to have them partitioned or divided. The granting of permits, licenses and easements for utilities, roads or for other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium shall not be deemed a partition or division.

9. Value of Property and Each Unit and Percentage of Undivided Interest in Common Areas and Facilities.

For the purposes of meeting certain requirements of the Condominium Statute, the value of the property is declared to be \$500,000.00. The value of each unit and the percentage of undivided interest in the common areas and facilities appertaining to each unit and its owner for all purposes, including voting, are set forth as follows. The values do not necessarily reflect the amount for which a unit will be sold by Declarant, or others, and will not be altered by variations in selling prices.

<u>Unit No.</u>	<u>Value</u>	<u>Percentage Interest</u>
Unit A-1	\$125,000.00	25%
Unit B-1	\$125,000.00	25%
Unit C-1	\$125,000.00	25%
Unit D-1	\$125,000.00	25%

Each unit is assessed on an equal basis.

Because of the fact that all units, together with limited common areas, are basically the same size and design, all units for the purposes of assessment are considered to be equal, and therefore, the method for determining said allocation.

Dedicator, Owner Jesse Cole reserves the right to change the values of all units but shall not change the percentage ownership designated for each unit.

10. Maintenance and Alteration of Units.

10.1 The Association shall maintain, repair and replace:

10.1.1 The foundations, columns, girders, beams, supports, bearing walls and the walls forming the outer perimeter to a unit, roofs, halls, corridors, stairs and stairways, except that each unit owner shall paint and decorate the interior of his/her unit and shall be responsible for the maintenance of all glass windows and all doors within his/her unit.

10.1.2 The yards, gardens, and parking areas.

10.1.3 All other parts of the property necessary or convenient to its existence, maintenance or safety or normally in common use.

10.2 The responsibility of the unit owner shall be:

10.2.1 To maintain, keep in good repair, clean and keep in a well-painted condition, at his/her expense, all portions of the unit except portions to be maintained, repaired and replaced by the Association.

10.2.2 Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit.

10.2.3 For any repairs that are the responsibility of the Association, to promptly report to the Association any defect or need for such repairs.

10.3 Except as elsewhere reserved to Owner Jesse Cole, a unit owner shall not make any alterations in his/her unit without first obtaining approval in writing of the Board of Directors of the Association, which approval shall not be unreasonably withheld.

11. Maintenance and Alteration of Common Elements. The maintenance and operation of the Common Elements shall be the responsibility and the expense of the Association.
12. Assessments.
 - 12.1 Assessments against the Unit Owners for Common Expenses shall be made pursuant to RCW Chapter 64.34 and the Bylaws of Maple Street Condominiums Owners Association, a Washington non-profit corporation, and shall be allocated equally as among the four units.
 - 12.2 Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due, shall bear interest at the rate of twelve percent (12%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due.
 - 12.3 Unpaid assessments shall constitute a lien on such unit as provided in the Condominium Act and said lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.
 - 12.4 The enforcement or collection of such assessments and/or foreclosure of lien rights may be accomplished in any manner permitted by the Condominium Act and other laws of this Declaration and the Association of Bylaws.
13. Association. The operation of the Condominium shall be by an Association which shall be a non-profit corporation known as Maple Street Condominium Owners Association.
 - 13.1 The members of the Association shall be Unit Owners.
 - 13.2 The Bylaws of the Association shall be filed in the office of the Association at 360 East 7th Avenue, Colville, WA 99114.
 - 13.3 The voting power of each Unit Owner shall be in accordance with his/her undivided ownership percentage of the Common Elements.
 - 13.4 The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her unit.
 - 13.5 So long as a Board member, Association officer, Declarant or the managing agent

has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person; provided, that this section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board.

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

14. Insurance.

- 14.1 Insurance policies and bonds covering the items hereinafter described shall be purchased by the Board of Directors for the benefit of the Unit Owners Association and the unit owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of unit owners.
- 14.2 Insurance coverage and bonding shall be as follows:
- 14.2.1 All buildings and improvements upon the land and all personal property included in the common areas in an amount which is at least equal to the maximum or full insurable replacement value, which shall be reviewed and, if necessary, readjusted annually by the Board of Directors. Such coverage shall afford protection against loss or damages by fire and other hazards covered by a standard extended coverage endorsement and such other risks as are customarily covered with respect to buildings similar to the building on the condominium property, such as vandalism and malicious mischief.

- 14.2.2 Public liability coverage incident to the ownership and use of the common areas and limited common areas in such amounts and such coverage as shall be required by the Board of Directors of the Unit Owners Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover the liabilities of the unit owners as a group to a unit owner; such coverage shall insure the Board of Directors, the Unit Owners Association and the unit owners.
- 14.2.3 Workmen's compensation insurance to the extent required by law.
- 14.2.4 Fidelity Bonds naming the members of the Board of Directors, and such other persons as may be designated by the Board as principals and the unit owners as obligees, in an amount equal to at least one-half (1/2) of the total estimated assessments for each year.
- 14.2.5 Such other insurance as the Board of Directors shall determine from time to time to be desirable.
- 14.3 Premiums for insurance policies so purchased shall be paid by the Unit Owners Association as a common expense.
- 14.4 The Board of Directors is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Board of Directors of the Unit Owners Association, and to execute and deliver releases upon the payment of claims.
- 14.5 Proceeds from such policies or bonds shall be paid to the Board of Directors of the Unit Owners Association for the benefit of the Unit Owners Association and/or the unit owners or their mortgagees, if any, as their respective interests may appear and subject to the provisions of this declaration hereinafter set forth.
- 14.6 The purchase of insurance by the Unit Owners Association shall be without prejudice to the right of each unit owner to insure his or her own unit and/or the personal contents thereof for his or her benefit, provided, in no event is the Unit Owners Association's coverage to be brought into the same insurance policies purchased by the unit owners or their respective mortgagees or lien holders.
15. When Damaged Property is to be Reconstructed or Repaired. If common elements are damaged, they shall be reconstructed or repaired unless it is determined under Paragraph 22 (Termination) that the condominium shall be terminated.

16. Responsibilities and Procedures as to Payment for Repairs.
- 16.1 If damage occurs only to those parts of one Unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.
- 16.2 Immediately after a casualty damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.
- 16.3 If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against all unit owners in the case of damage to common elements in sufficient amounts to provide funds to pay the estimated costs.
17. Purpose of Use. The building and property are solely to be used for the purpose of residential non-commercial occupancy. Each residential unit is solely restricted to a single family residential and non-commercial occupancy.
18. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions and also subject to Maple Street Rules and Regulations attached hereto as Exhibit "A".
- 18.1 Each of the units shall be occupied only as a residence and for no other purpose. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be effected thereby.
- 18.2 Subject to Section 19.1, owners may use said units as rental units.
- 18.3 The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.
- 18.4 No use or practice shall be permitted on the condominium property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his or her unit or of the common elements which will increase the rate

of insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented to transient guests.

- 18.6 Until Owner Dedicator Jesse Cole has completed and sold all of the units, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. Owner Dedicator Jesse Cole may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office, the showing of the property, and the display of signs.
- 18.7 Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request.
19. Nuisances and Pets. While the Association Bylaws shall set forth other specific covenants and restrictions, the following restrictions regarding nuisances and pets shall apply.
- 19.1 Nuisances. No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 19.2 Pets. Ownership and possession of pets is strictly limited as to 1) types of pets, 2) size of pets, and 3) number of pets allowed in each unit. Limitations shall be set forth in the Bylaws of Maple Street Condominium Owners Association and subject to the approval of the Board of Directors of the Association, which permission may be revoked in the event said pet is later determined by the Board to be 1) dangerous or 2) disturbing the peaceful enjoyment of their unit by other unit owners and their unit. At the time of filing of this Declaration, the limitations on pets are established pursuant to the Exhibit A Rules and Regulations attached hereto.

20. Compliance and Default.

- 20.1 Each unit owner shall be governed by and shall comply with the terms of this Declaration, Bylaws and regulations adopted pursuant thereto, and by such documents and regulations as amended from time to time. A default shall entitle the Association or other unit owners to the relief described in Subparagraph 21.2 of this paragraph in addition to the remedies provided by the Condominium Act.
- 20.2 A unit owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover attorney's fees that may be incurred by the Association or as awarded by the Court.
- 20.3 The failure of the Association or any unit owner to enforce any covenants, restriction, or other provision of the Condominium Act, this Declaration, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.
- 20.4 Provisions adopted pursuant to this Declaration, or Bylaws of the Maple Street Condominium Association, and regulations may be enforced by the Association, or any individual unit owner. All remedies at law shall be available for the enforcement of said provisions including specific performance.
- 20.5 Certain restrictions on the use of condominium units are contained in the Bylaws of the Maple Street Condominium Owners Association. Owners are subject to said restrictions.

21. Amendments. This declaration may be amended in the following manner:

- 21.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 21.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such

approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by

21.2.1 not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

21.2.2 not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

21.2.3 until the first election of directors, only by all of the directors.

21.3 No amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owners share of the common expenses, unless the record owner of the unit and all record owners of liens thereon shall join in the execution of the amendment.

21.4 A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be recorded in the Records of Stevens County, Washington.

22. Termination. The condominium may be terminated in accordance with RCW 64.34.268 in the following manner in addition to the manner provided by the Condominium Act. If any provision of this Declaration is inconsistent with state law, state law shall prevail.

22.1 The condominium may be terminated at any time by the approval in writing of the owners of the condominium, and by all record owners of liens thereon. The proposed termination must be submitted to a meeting of the members of the Association, called on sixty (60) days written notice. The notice of said meeting shall give notice of the proposed termination. The approval of 100% of the unit owners shall be required for termination.

22.2 The termination of the condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying facts effecting the termination, which certificate shall become effective upon being recorded in the county records of Stevens County, Washington.

22.3 After termination of the condominium, the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided

shares in common elements appurtenant to the owners units at the time of the termination.

23. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.
24. Service of Process. The person who shall receive service of process in the cases provided for in RCW Chapter 64.34, shall be the President of the Association of Unit Owners of Maple Street Condominiums, 360East 7th Avenue, Colville, WA 99114.
25. Washington State Law. If any provisions of this Declaration are inconsistent with state law, state law shall prevail.
26. Initial Agent. The name of the Initial Agent of Maple Street Condominiums shall be Jesse Cole, 1149 Pinebluff Road, Kettle Falls, WA 99141.
27. Easements.
 - 27.1 In General. Each unit has an easement in and through each other unit and the common areas and facilities for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the condominium. In addition, each unit and all the common areas and facilities are specifically subject to easements as required for the electrical wiring and plumbing for each unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common facilities reserved by law.
 - 27.2 Encroachments. Each unit and all common areas and facilities are hereby declared to have an easement over all adjoining units and common areas and facilities for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to the building overhang or projection. There shall be valid easements for the maintenance of the encroaching units, and facilities so long as the encroachments shall exist, and the rights and obligations of owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of a unit if the encroachment was caused by the willful act with full knowledge of the unit owner. The encroachments described in this Paragraph 28.2 shall not be construed to be encumbrances affecting the marketability of title to any unit.

- 27.3 Easement Specifically Reserved by Declarant. Declarant reserves an access easement over, across, and through the common areas and facilities of the condominium for the purpose of completing any unfinished units or other improvements, exhibiting and preparing units for sale, and making repairs required pursuant to any contract of sale.
- 27.4 Utility Easements Granted by Declarant. Declarant grants to each company or municipality providing utility services to the condominium or to the owners of units in the condominium an easement for the installation, construction, maintenance, repair and reconstruction of all utilities serving the condominium owners, including, without limitation, such utilities services as water, sanitary sewer, storm sewer, electricity, cable television and telephone, and an easement for the utility service facilities.
28. Certification of Completion. Declarant certifies pursuant to RCW 64.34.200(2) that as of the date of this declaration, all structural components and mechanical systems of the building containing the units are completed.

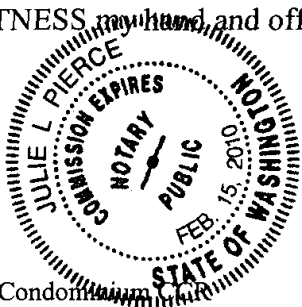
IN WITNESS WHEREOF, Maple Street Condominiums has executed this Declaration this 14th day of January, 2008.

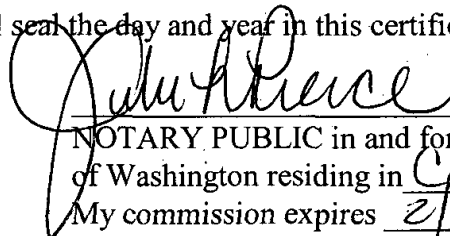

JESSE COLE

STATE OF WASHINGTON)
) ss
COUNTY OF STEVENS)

This is to certify that on this 14th day of January, 2008, before me a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared JESSE COLE, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.




NOTARY PUBLIC in and for the State
of Washington residing in Copeland.
My commission expires 2/15/10