

AFTER RECORDING MAIL TO:

Name Lasher, LLC

Address P.O. Box 24

City/State Stevenson, WA 98648

Document Title(s): (or transactions contained therein)

1. By-Laws of Columbia View Condominium
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

2008170168

☐ Additional numbers on page _____ of document



Grantor(s): (Last name first, then first name and initials)

1. Lasher, LLC
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. Columbia View Condominium
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

SEC 37 T3N R7E

☐ Complete legal description is on page 11 of document

Assessor's Property Tax Parcel / Account Number(s): 03-07-36-3-4-5800-00 PTN

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

BY-LAWS OF COLUMBIA VIEW CONDOMINIUM

ARTICLE 1. APPLICATION OF BYLAWS

Section 1. Condominium Designation. The provisions of these Bylaws are applicable to the property located at 41 NW Lasher Street, Stevenson, Washington 98648, as more specifically described in Exhibit A attached hereto.

Section 2. By-Laws. The provisions of the By-Laws are applicable to the Condominium Project. The term "Condominium Project" used in these By-Laws shall include the land.

Section 3. Personal Application. All present or future owners, employees, and any other person that might use the condominium facilities, are subject to the regulations set forth in these Bylaws. The mere acquisition or use of any condominium unit, will signify that these Bylaws are fully accepted, ratified, and will be complied with.

Section 4. Association Designation. The owners of each residential unit (hereinafter referred to as "unit") shall constitute the association of owners (hereinafter referred to as "Association") as allowed by Washington law and referenced herein.

ARTICLE 2. VOTING

Section 1. Voting. Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled shall coincide with the percentage assigned to each unit in the Declaration. Voting rights may be exercised by the record title holder or contract vendee of each unit and may not be divided. In the case of joint ownership, a single vote shall be cast for each unit.

Section 2. Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners with more than fifty percent of the votes in accordance with the percentages assigned in the Declaration.

Section 3. Quorum. Except as otherwise provided in these Bylaws, the presence in person, or by proxy, of a "majority of owners" as defined in the preceding paragraph shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. In order to be effective, a proxy must be provided in writing to the duly appointed secretary in advance of any meeting.

ARTICLE 3. ADMINISTRATION

Section 1. Annual Meetings. The first annual meeting of the Association shall be held on July 1st, 2008. Annual owners' meetings shall be held on 1st of July of each year thereafter. The meeting shall be held at the project premises or such other suitable location convenient to the owners as may be designated by the Board of Directors. If for any reason the annual meeting is not held on the date previously identified, the meeting shall be held within thirty days thereafter upon giving at least ten days written notice of the date, time, and place of the annual meeting to all owners.

At the annual meeting a Board of Directors shall be elected in accordance with the requirements of the Bylaws and Declaration. The owners may also transact such other business of the Association as may be properly considered by them.

Section 2. Special Meetings. The President of the Board of Directors may call a special meeting of the owners as directed by resolution of the Board of Directors or by written petition submitted to the Secretary and signed by at least twenty-five percent (25%) of the owners. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the owners present, either in person or by proxy.

Section 3. Notice. The Secretary shall provide a written notice to each owner at least ten (10) days, but not more than sixty (60) days, prior to any annual or special meeting. The notice shall provide the time, place, and purpose of the meeting. The notice shall be considered properly served if mailed to the owners' address, posted at the unit, or hand delivered to the owner.

Section 4. Majority Approval. Except as otherwise provided, decisions and resolutions at any owners' meeting shall require the approval of a majority of owners.

Section 5. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy may adjourn the meeting to a time not less than forty eight (48) hours from the time the original meeting was called.

ARTICLE 4. BOARD OF DIRECTORS

Section 1. Number and Qualification. Management and affairs of the Association shall be governed by a Board of Directors composed of three (3) members, all of whom must be owners of units.

Section 2. Election and Term of Office. At the first annual meeting of the Association, the term of office of one (1) director shall be fixed for three (3) years. The term of office of one (1) director shall be fixed at two (2) years. The term of office of one (1) director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective director, a successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties. The Board of Directors, subject to the provisions of the Declaration, shall have the powers and duties necessary for the administration of the Association's affairs and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners. Powers and duties shall include, but not be limited to, the following:

(a) Care, upkeep, and surveillance of the project and commons areas and facilities and the restricted common areas and facilities;

(b) Collection of assessments from owners, including expenditures incurred pursuant to Article 6, Section 3 herein;

(c) Designation and dismissal of personnel necessary for the maintenance and operation of the project, the common areas and facilities, and the restricted common areas and facilities;

(d) Election of replacement Directors to fill any vacancies pending the next annual owners' meeting; levy fines or penalties, which shall be collectible as an assessment, against any owner that intentionally violates any provision of the Declaration, these By-Laws, or other applicable rules and regulations.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the board shall authorize, including, but not limited to, the duties listed in Section 3 of this article.

Section 5. Organization Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, either personally or by mail, telephone, or other means, at least three days prior to the scheduled meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President with three days advanced notice provided to each Director. The notice shall be given either personally, by mail, or by telephone. The notice shall state the time, place, and purpose of the special meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least three Directors.

Section 8. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director, in writing, may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver

of notice by such Director of the time and place of the meeting. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the Association's next annual meeting.

Section 10. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 11. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors. If, at any meeting of the board of directors, there be less than a quorum present, the members present may adjourn and reschedule the meeting. At any such rescheduled meeting, any business that might have been transacted at the time the original meeting was called may be transacted without notice that would otherwise be required.

ARTICLE 5. OFFICERS

Section 1. Designation. The principle officers of the Association shall be a President, Secretary, and Treasurer, all of whom shall be elected by and from the Board of Directors as previously identified. The positions may be filled by the same person except for the offices of President and Secretary. The Directors may appoint other officers as in their judgment may be necessary. No officer shall receive compensation for serving as an officer.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors as previously indicated.

Section 3. Removal of Officers. Upon a vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause. A successor officer may be elected at any regular or special meeting of the Board of Directors.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and Board of Directors. The President shall have all of the general powers and duties that are usually vested in the officer of President of an Association, including but not limited to the appointment of committees from among the owners as the President may decide is appropriate to assist in the conduct of the Association's affairs. The duration and use of committees shall be performed under the discretion of the President.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the Association. The Secretary shall keep such books and papers as may be necessary

and appropriate to assist the Association and Board. The Secretary shall perform all other duties and responsibilities required by the Declaration and Bylaws. The Secretary shall take the place of the President and perform duties whenever the President shall be absent or unable to act.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall maintain a bank account and shall receive and deposit into the account all assessments or other funds collected by the Association. Funds shall only be disbursed by the Treasurer upon approval of the Board of Directors.

ARTICLE 6. OBLIGATIONS OF OWNERS

Section 1. Use of Units. All units shall be utilized for residential purposes only. No advertising material shall be posted or commercial use allowed within the condominium. No nuisance, offense, or obnoxious use shall be made or suffered in respect of the condominium or any individual unit.

Section 2. Unit Rental Restrictions. The rental or lease of a unit, limited common area, or common area shall be allowed only in the manner and extent designated in the Declaration.

Section 3. Parking and Storage. No trailers, boats, recreational vehicles, or other similar items shall be parked or stored on the property except upon terms and conditions as specifically established by the Board of Directors. All open or exposed areas of units, parking, and storage areas shall be maintained by the owners and/or occupants in a neat, sanitary, and presentable manner.

Section 4. Parking in Approved Locations Only. Parking is permitted only in specifically designated spaces and as identified in the Declaration and as may be clarified in the Rules. Any vehicles parked in violation of the requirements shall be subject to tow at owner's expense. Any vehicle which is abandoned or not operational, shall be subject to tow at owner's expense. The Board may adopt additional rules and regulations governing the use of any unassigned parking spaces.

Section 5. Maintenance and Repair. Every owner must promptly perform all maintenance and repair work within the individual unit which, if omitted, would affect the project or interest of other owners. Each owner is expressly responsible for the damages and liabilities that may arise from a failure to so act. Any owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area or facility damaged through the owner's conduct. Each owner shall also be responsible for the maintenance, repair, or replacement of any plumbing fixture, doors, windows, water heaters, air-conditioning units, fans, and heating equipment which serve only that residential unit, whether or not those items are located in the residential unit itself.

Section 6. Internal Changes. An owner shall not make any structural modifications or alterations in a unit. An owner shall not make nonstructural modifications or alterations in a unit without previously obtaining the written consent of the Association. An owners shall notify the Association in writing of such nonstructural modification or alteration and thereafter the Association

shall have forty-five (45) days to answer such request and failure to do so within the stipulated time shall mean that there is no objection to the proposed nonstructural modification or alteration.

Section 7. Noise. Residents shall exercise extreme care about making noise. Such noise shall include, but not be limited, to the use of musical instruments, radios, televisions and other similar devices that may disturb residents.

Section 8. Fixtures. No owner or resident shall install any fixture including, but not limited to, electrical wiring, telephone cable, television antenna, satellite dish, or air conditioning units on the exterior of the property or roof unless authorized in advance by the Association and in accordance with the Declaration.

Section 9. Animals. The ownership or occupancy of pets shall be restricted as identified in the Declaration.

Section 10. Right to Enter. Each owner grants to any authorized agent of the Board of Directors the right to enter the unit in case of any emergency originating in or threatening the unit, whether the owner is present or not. Each owner shall also permit authorized representatives of the Board of Directors to enter the unit for inspecting, repairing and/or maintaining mechanical, electrical, structural, or other similar services provided that request for entry is made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 11. Assessment. The Board of Directors shall establish a monthly assessment to pay for all necessary operating expenses of the project. The assessment shall include maintenance, repair, insurance upon common areas and facilities, common utilities or fuel, any necessary repairs to common areas, and any other anticipated expenses to be paid on behalf of the project generally as distinguished from the individual units. The assessments shall be assessed proportionately against the units in accordance with the percentage interest identified in the Declaration. If during any fiscal year it is necessary to modify the assessment rate, the Board of Directors is authorized to make the modification.

Section 12. Assessment Payment. Each owner shall punctually and fully pay to the Treasurer any assessment, as established to meet the assessments, dues, and other fees. Any monthly assessment shall be paid on or before the third day of the month in which they become due. The full and punctual payment of assessments is a condition to the continued enjoyment by unit owners of the common areas and facilities, and such assessments shall constitute a lien and charge upon the interest of the unit owners to which such assessment is chargeable.

ARTICLE 7. RULES AND REGULATIONS

The Board of Directors may adopt and amend from time to time administrative rules and regulations governing the use and operation of condominium property that shall not conflict with the By-Laws or Declaration. Such action shall require a vote of a majority of the Board members. Such rules and regulations shall be recorded with the Secretary and shall be sent to each unit owner by

registered mail prior to the effective date of their application. The initial Rules and Regulations are attached hereto as Exhibit B.

ARTICLE 8. CONTRACTS

The Board of Directors may authorize any officer or Director, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

No loan shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by the affirmative vote of the owners of seventy-five percent (75%) of the percentage interests of the apartments as established in the Declaration. Such authority may be general or confined to specific instances.

ARTICLE 9. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each Director and officer of the Association now or hereafter in office, and his heirs, executors, and administrators, shall be indemnified by the Association against all costs, expenses, amounts, or liability therefore, including counsel fees which are reasonably incurred by or imposed upon him in connection with or resulting from any action, suit, proceeding, or claim to which he may be made a party or in which he may be or become involved by reason of his acts or alleged acts of omission or commission as such Director or officer, or subject to the provisions hereof, or any settlement thereof, whether or not he continues to be such Director or officer at the time of incurring such costs, expenses, or amounts. Such indemnification shall not apply, however, with respect to any matter as to which such Director or officer shall be finally adjudged in such action, suit, or proceeding to have been individually guilty of wilful, nonfeasance, misfeasance, or malfeasance in the performance of his duties as such Director or officer. Further, the indemnification herein provided shall, with respect to any settlement of any such suit, action, proceeding, or claim, including reimbursement of any amounts paid and expenses reasonably incurred in settling any such suit, action, proceeding, or claim, when, in the judgment of the Board of Directors, a settlement or reimbursement appears to be to the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights as to which any such Director or officer may be entitled under any agreement, vote of apartment owners, or otherwise.

ARTICLE 10. AMENDMENTS TO BY-LAWS

These By-Laws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take affect unless approved by the owners representing at least sixty-seven percent (67%) of the total value of all units in the condominium project.

ARTICLE 11. MORTGAGEES

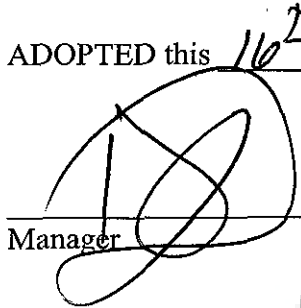
Section 1. Notice to Association. An owner who mortgages a unit shall notify the Association through the management agent, if any, or the President of the Board of Directors in the event there is no management agent, the name and address of the mortgagee; and the Association shall maintain such information in a book entitled Mortgagee of Units.

Section 2. Notice of Unpaid Assessments. The Association, at the request of a mortgagee of unit, shall report any unpaid assessments due from the owner of such unit.

ARTICLE 12. COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Revised Code of Washington, Chapter 64.34. In case any of the By-Laws conflict with the provisions of that statute, it is agreed and accepted that the provisions of the statute shall apply.

ADOPTED this 16th day of June, 2008.



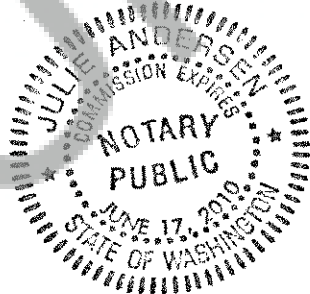
Manager

STATE OF WASHINGTON)

County of Clark Skamania : ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared David M. McKenzie, Manager of Lasher, LLC, to me known to be the individual described herein, and who executed the foregoing instrument, and acknowledged said instrument be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 16 day of June, 2008.



Julie Andersen

Notary Public for Washington

Residing in Carson

My Commission Expires: 6/17/2010

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 26; THENCE SOUTH 88° 56' 55" EAST, 77.60 FEET ALONG THE SOUTH LINE OF SAID SECTION 36; THENCE NORTH 02° 26' 55" WEST, 125.00 FEET TO THE POINT OF BEGINNING AND THE INITIAL POINT; THENCE FROM SAID INITIAL POINT NORTH 02° 26' 55" WEST, 220.60 FEET; THENCE NORTH 72° 56' 55" WEST, 158.48 FEET; THENCE SOUTH 10° 38' 22" EAST, 269.47 FEET; THENCE SOUTH 88° 54' 32" EAST, 111.20 FEET TO THE POINT OF BEGINNING AND THE INITIAL POINT OF THAT TRACT OF LAND CONVEYED BY J.P. GILLETTE ET AL. TO CLARA MCCAFFERTY BY DEED RECORDED AT PAGE 399, BOOK K OF DEEDS, RECORDS OF SAID SKAMANIA COUNTY.