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WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

<p>DOCUMENT TITLE(S) (or transactions contained therein): Declaration of Covenants Conditions and Restrictions</p>
<p>REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: n/a <input type="checkbox"/> Additional reference #s on page _____ of document(s)</p>
<p>GRANTOR(S) (Last name first, then first name and initials) WIRTA 2, LLC, a Washington limited liability company <input type="checkbox"/> Additional names on page _____ of document</p>
<p>GRANTEE(S) (Last name first, then first name and initials) WIRTA 2, LLC, a Washington limited liability company <input type="checkbox"/> Additional names on page _____ of document</p>
<p>LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) Lots 1 through 5 of the City of Sequim Final Major Binding Site Plan BSP04/001 as recorded in Vol. _____ of Binding Site Plans, Page _____, under Auditor's File Number _____, records of Clallam County, Washington. <input type="checkbox"/> Additional legal is on page _____ of document</p>
<p>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 043024-349090; 043024-3491100; 43024-349110; 043024-340325 <input type="checkbox"/> Assessor Tax # not yet assigned</p>

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

WIRTA SEQUIM COMMERCIAL DEVELOPMENT

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EXHIBIT A Legal Description of Shopping Center
EXHIBIT B Site Plan

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION (the "Declaration") is made by WIRTA 2, LLC, a Washington limited liability company ("Developer") as of the 20th day of December, 2004.

WITNESSETH

WHEREAS, Developer is the owner of a certain tract of land legally described in Exhibit A attached hereto (the "Shopping Center") and illustrated on Exhibit B (the "Site Plan") attached hereto and made a part hereof; and

WHEREAS, Developer has obtained the approval of the City of Sequim of a binding site plan which has segregated the Shopping Center into five individual lots; and

WHEREAS, the Developer intends to develop and have successor owners operate their respective Lots in conjunction with each other as integral parts of a retail complex and in order to effectuate the common use and operation thereof Developer wishes to subject the Shopping Center to certain covenants and agreements as a part of a general plan, and to grant certain reciprocal easements, in, to, over, and across Lots as set forth below;

NOW, THEREFORE, Developer declares that the Shopping Center shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Shopping Center and which shall be binding on all parties having any right, title, or interest in the Shopping Center or any portion thereof, and their respective legal representatives, heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. - DEFINITIONS

1.1 Common Area

"Common Area" shall mean all drive aisles, sidewalks and other areas on Lots 1-4 that provide vehicular and/or pedestrian ingress, egress and access to the Shopping Center, as initially constructed, but excluding all parking spaces located on such Lots. The Common Area shall also include Lot 5 of the Site Plan and all the Storm Drainage Facilities developed thereon or on the Lots as further defined in Section 2.3 below.

1.2 Developer

WIRTA 2, LLC, the Declarant hereunder, shall retain the rights and responsibilities of the Developer under this Declaration so long as it owns either Lot 3 or Lot 4.

1.3 Lot

"Lot" shall mean that portion of the Shopping Center owned by an Owner. When used, Lot numbers shall correspond to the lot numbers shown on the City of Sequim Final Major Binding Site Plan recorded contemporaneously herewith.

1.4 Occupant

"Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a building on a Lot under an ownership right or any lease, sublease, license, concession, or other similar agreement.

1.5 Owner

"Owner" shall mean the Person who is the owner from time to time of record title to a Lot. Promptly upon the conveyance of all or any portion of an Owner's record title interest in a Lot owned by it, such selling Owner shall comply with the notice requirement set forth below. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the Lot(s) owned by it which accrue during the period of its ownership. The liability of a transferring Owner shall terminate as to the interest in a Lot conveyed upon the effective date of the conveyance of record title (or its ownership interest in all or a portion of a Lot to the extent conveyed). The transferee of an Owner shall automatically become liable for all obligations, performance requirements and amounts which arise subsequent to the conveyance of record title (or any ownership interest of the transferring Owner) to the Lot in question. An Owner transferring all or any portion of its interest in a Lot shall give notice to all other Owners of record of the other Lots of such transfer and shall include therein at least the following information:

- (i) the name and address of the transferee; and
- (ii) a copy of the legal description of the portion of the Lot transferred.

Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is placed upon the transferred Lot prior to receipt of the notice.

1.6 Person

"Person" shall mean any individual, partnership, firm, association, corporation, trust, or any other legal entity.

1.7 Permittee

"Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended use of a Lot. Among others, Persons engaging in the following activities outside a building constructed on any Lot will not be considered to be Permittees:

- (i) Exhibiting any placard, signs or notice;
- (ii) Distributing any circular, handbill, placard, or booklet;
- (iii) Soliciting memberships or contributions;
- (iv) Parading, picketing, or demonstrating; and
- (v) Failing to follow applicable laws or regulations relating to the use of the Shopping Center.

1.8 Project Areas

"Project Areas" shall mean Lot 5, all improvements and landscaping located thereon (including fencing), the Storm Drainage Facilities and the Project Sign, if any.

1.9 Requirements

"Requirements" shall mean any and all present and future laws, statutes, ordinances, codes, rules, regulations, orders and other requirements of any federal, state, local or other

governmental authority or similar entity, or any department or agency thereof, which are applicable to or affect all or any portion of the Shopping Center, a Lot, the improvements thereon or the use thereof.

ARTICLE 2. - EASEMENTS

2.1 Ingress and Egress

The Developer hereby establishes, grants and conveys for the benefit of each Owner for its use and for the use of its Permittees, in common with others entitled to use the same, during the term of this Declaration only, a non-exclusive easement for ingress and egress and the passage of vehicles over and across the Common Area situated on Lots 1 through 4 as the same may from time to time be constructed and maintained for such use and for the passage and accommodation of pedestrians over and across such Common Areas. Such easement rights shall be subject to the following reservations as well as other provisions contained in this Declaration:

(i) Notwithstanding anything to the contrary in this Declaration, no Owner shall allow its Permittees to use any portion of another Owner's Lot for parking purposes. Each Owner recognizes and agrees that no Owner shall be deemed to have an easement or any other right to use any portion of another Owner's Lot for parking purposes.

(ii) Except for situations specifically provided for in the following subparagraphs, no fence or other barrier which would unreasonably prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the Common Areas on Lots 1 through 4; provided, however, that the foregoing provision shall not prohibit the installation of convenience facilities (such as mailboxes, public telephones, benches or public transportation shelters), of landscaping, berms or planters, nor of limited curbing, speed bumps and other forms of traffic controls.

(iii) In connection with any construction, reconstruction, repair or maintenance on its Lot, each Owner reserves the right to create a temporary staging and/or storage area in the Common Area on its Lot at such location as will not

unreasonably interfere with access between such Lot and the other Lots in the Shopping Center.

(iv) No Owner shall make any material adverse change to the Common Area on its Lot without the approval of a majority of all Owners, except that each Owner hereby reserves the right, from time to time without obtaining the consent or approval of any other Owner, to make at its own expense any insignificant change, modification or alteration in its portion of the Common Area, provided that:

(a) the accessibility of such Common Area for pedestrian and vehicular traffic (as it relates to the remainder of the Shopping Center), is not unreasonably restricted or hindered;

(b) there shall be maintained at all times on such Owner's Lot a sufficient number of vehicular parking spaces to meet the parking requirements of the applicable codes or ordinances of the City of Sequim, and all parking lot driving aisles and other vehicular traffic lanes shall remain generally as shown on the Site Plan;

(c) compliance is made with all applicable Requirements as a result of such action, and such action shall not result in any other Owner being in violation of any Requirements;

(d) at least thirty (30) days prior to making any such change, modification or alteration, the Owner desiring to do such work shall deliver to each other Owner a written statement describing (1) the nature and duration of the work and alternative temporary access, if any, which is requested, and (2) if such work requires the approval of such other Owner(s), as provided above, then the requesting Owner also shall furnish copies of the plans therefor.

(v) Each Owner further reserves the right to temporarily close off that portion of the Common Area on its Lot for such reasonable period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of

prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give written notice to each other Owner of its intention to do so, and shall attempt to coordinate such closing with each other Owner so that no unreasonable interference in the passage of pedestrians or vehicles shall occur.

(vi) Each Owner reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using any portion of the Lot of such Owner.

(vii) Notwithstanding the termination date of this Declaration, the non-exclusive ingress and egress easement areas shown as cross hatched on the Site Plan attached hereto as Exhibit B shall be perpetual and survive termination of this Declaration.

2.2 Utilities

A. The Developer hereby establishes, grants and conveys for the benefit of each Owner non-exclusive perpetual easements in, to, under, along and across a strip of property ten (10) feet in width located five (5) feet on each side of the shared boundary line between Lots 1 and 2, the shared boundary line between Lots 1 and 4 and the shared boundary line between Lots 1 and 3 for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of lines or systems for utilities serving the Lots, including but not limited to, sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines. Provided, however, that none of the foregoing easements described in this subsection A shall be granted on Lot 4 unless and until determined by Developer. Except with respect to ground mounted electrical transformers at the rear of a building or as may be necessary during periods of construction, repair, or temporary service, all utility lines, pipes, conduits, wires and facilities shall be underground unless required to be above ground by the utility company providing such service. Prior to exercising any rights granted herein, the grantee Owner shall first provide the Owner of the Lot encumbered by such easement with a written statement describing the need for such easement, a survey and proposed final working drawings and specifications for construction of the proposed utility line, and an architect's or engineer's report that contains all information the grantor Owner may reasonably request in connection with the proposed utility line and all other work to be performed in connection therewith, shall identify the proposed location of the utility, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by Section 5.3B hereof. Any Owner installing or causing the installation of utility facilities pursuant to the provisions of this subsection shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use

of the grantor Owner's Lot. If any of the Owners elect to install common utilities, all costs and expenses thereof may be set forth in a separate agreement between those cooperating Owners. Each grantee Owner agrees to defend, indemnify and hold harmless each grantor Owner from all claims, actions, proceedings, losses, damages, expenses and costs (including reasonable attorneys' fees and costs of suit) incurred in connection with or otherwise resulting from any of the foregoing utility work on the Lot of a grantor Owner, including any accident, injury or loss or damage whatsoever occurring to any Person or to the property of any Person arising out of or resulting from the performance of any such construction activities performed or authorized by such indemnifying Owner, including mechanics' liens.

B. Notwithstanding the foregoing, the utility easement area shall be no larger than whatever is necessary to reasonably satisfy the utility company as to a public utility or five feet (5') on each side of the centerline as to a private line. Upon request, the grantee shall provide to the grantor a copy of an as-built survey showing the location of such utility. Each Owner shall have the right at any time and from time to time to relocate a utility line on its Lot and, if such utility line serves any other Owner(s), then only upon thirty (30) days' prior written notice to the other Owner(s) benefited thereby, provided that such latter relocation:

- (i) shall not interfere with or diminish the utility services to the grantee;
- (ii) shall not reduce or unreasonably impair the usefulness or function of such utility;
- (iii) shall be performed without cost or expense to grantee;
- (iv) shall be completed using materials and design standards which equal or exceed those originally used; and
- (v) shall have been approved by the utility company and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

Documentation of the relocated easement area shall be the cost and expense of the relocating Owner and shall be accomplished as soon as possible. Grantee shall have a right to require that an as-built survey of such relocated utility be delivered to it at the relocating Owner's expense.

2.3 Storm Drainage Facilities

Lot 5 as shown on the Site Plan is the designated parcel for the storm drainage system which will be required by governmental authorities as part of the construction of the Shopping Center. The storm drainage system for the Shopping Center also includes all landscaping, grass and other improvements (such as fencing and piping) constructed or installed on Lot 5 and all catch basins, pipes and other improvements constructed to convey storm water from Lots 1 through 4 to Lot 5 (collectively referred to hereafter as the "Storm Drainage Facilities"). Developer hereby grants and conveys to the Owners of Lots 1 through 4 an undivided ownership interest in Lot 5 and all improvements (fencing, etc) constructed and landscaping installed thereon. Each Owner is hereby granted an easement to collect, convey and deposit storm water runoff from the Lot owned by it into the Storm Drainage Facilities subject to the terms and condition set forth herein. Said easement shall be perpetual notwithstanding the termination date of this Declaration. Developer shall initially have the responsibility for constructing, maintaining, cleaning and repairing the Storm Drainage Facilities to the extent reasonably required for its continued good operation; provided, however, that any hazardous materials (as defined under any and all applicable State, Federal or local laws or regulations) contained in the Storm Drainage Facilities shall remain the sole responsibility of the Owner of the Lot from which such hazardous materials were released. Developer reserves the right to transfer maintenance, repair and replacement responsibility for the Storm Drainage Facilities to a governmental agency, a special purpose district or to all Owners within the Shopping Center. All costs and expenses incurred by Developer to maintain, repair and replace the Storm Drainage Facilities shall be a Project Area Maintenance Cost (as such term is defined in Section 4.2B below)

2.4 Project Signs

Each Owner shall, at its sole cost, construct and maintain any monument or other signage required or desired for its Lot. Notwithstanding the foregoing, if at any time the City of Sequim permits a pole or pylon sign for the Shopping Center, such sign (the "Project Sign") shall be constructed on Lot 2 or on Lot 3 in such location and with such size and design as the City of Sequim and the Owner of such Lot shall approve. The cost of constructing such Project Sign shall be shared equally by the Owners of Lots 1 through 4 (e.g. the Owners of each Lot shall be responsible for 25% of such costs); except that the cost of fabricating and installing individual occupant identification sign panels on any Project Sign shall be borne by the individual Occupants. Developer hereby reserves, for the benefit of all Owners, an easement across Lots 2 and 3 for the construction, maintenance and operation a Project Sign (including necessary electrical lines required for the operation thereof) in accordance with the terms of this Section. The Project Sign may, if the Owners so choose, identify the Shopping Center name and shall provide for the identification of all Occupants of the Shopping Center, provided that the Occupant of Lot 2 shall have the top occupant sign panel locations (both sides) on any Project Sign. The operation and maintenance costs of any Project Sign shall be Project Area Maintenance Cost as provided in Article 4 below.

2.5 Restriction

No Owner shall grant any easement for the purpose set forth in this Article for the benefit of any property not within the Shopping Center; provided, however, that the foregoing shall not prohibit the granting or dedicating of utility easements by an Owner on its Lot to governmental or quasi-governmental authorities or to public utilities.

ARTICLE 3. - CONSTRUCTION

3.1 General Requirements

A. Each Owner agrees that all construction activities performed by it within the Shopping Center shall be performed in compliance with the Requirements affecting improvements constructed within the Shopping Center.

B. Each Owner further agrees that its construction activities shall not:

(i) cause any unreasonable increase in the cost of constructing improvements upon another Owner's Lot;

(ii) result in total or partial failure of any continual lateral and subjacent support for any other Owner's property;

(iii) unreasonably interfere with construction work being performed on any other part of the Shopping Center;

(iv) unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Shopping Center by any other Owner or its Permittees;

(v) cause any other Owner to be in violation of any Requirements.

C. Each Owner agrees to defend, indemnify and hold harmless each other Owner from all claims, actions, proceedings, losses, damages, expenses and costs incurred in connection therewith (including reasonable attorneys' fees and costs of suit) resulting from any accident, injury or loss or damage whatsoever occurring to any Person or to the property of any Person arising out of or resulting from the performance of any construction activities performed or authorized by such indemnifying Owner.

D. Each Owner hereby grants and conveys to each other Owner and to its respective contractors, materialmen and laborers a temporary license for access and passage over and across the Common Area of the grantor's Lot as shall be reasonably necessary for the grantee to construct and/or maintain improvements upon the grantee's Lot; provided, however, that such license shall be in effect only during periods when actual construction and/or maintenance is being performed and provided further that the use of such license shall not be exercised so as to unreasonably interfere with the use and operation of the Common Area by others. Prior to exercising the rights granted herein, the grantee shall first provide the grantor with a written statement describing the need for such license, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by Section 5.3B hereof. Any Party availing itself of the temporary license shall promptly pay all costs and expenses associated with such work, shall diligently complete such work as quickly as possible, and shall promptly clean the area and restore any damage to the Common Area to a condition which is equal to or better than the condition which existed prior to the exercise of such license rights. Notwithstanding the foregoing, in the event a dispute exists between the contractors, laborers, suppliers and/or others connected with construction activities, each Owner shall have the right to prohibit the contractors, laborers, suppliers and/or others working for another Owner from using the Common Area or any other portion of its Lot for any purpose other than ingress and egress.

3.2 Common Area

Upon its election to construct a building upon its Lot, each Owner shall cause its Lot to be improved substantially as shown on the Site Plan with substantial completion to be no later than the date the first business on such Lot opens for business with the public. Such work shall be done in a good and workmanlike manner and in accordance with good engineering standards and the Requirements; provided, however, the following minimum general design standards shall be complied with:

A. Each Owner shall control the light standards located on its Lot. All lighting shall comply with the Requirements.

B. All sidewalks shall be concrete or other material approved by Developer. The paved portions of the Common Area shall be paved in accordance with a paving recommendation obtained from a reputable engineering firm approved by Developer.

C. Utilities that are placed underground shall be at depths designated by consultants approved by Developer. Design and working drawings may be prepared by the utility company providing the service.

ARTICLE 4. - MAINTENANCE AND REPAIR

4.1 Utilities

A. Each Party shall repair and maintain in first-class condition all utility facilities, lines, and systems located on its Lot that serve only its Lot unless the same are maintained by a public or quasi-public utility or authority.

B. The grantee of a utility easement referred to in Section 2.2A shall maintain and repair at its cost any facilities installed pursuant to such grant which exclusively serve such grantee's Lot unless the same are granted or dedicated to and accepted by a utility or a governmental agency which agrees to maintain and replace the same. Any maintenance and repair of non-dedicated utilities located on another Owner's Lot shall be performed only after two (2) weeks' notice to the grantor (except in an emergency the work may be initiated with reasonable notice) and shall be done after normal business hours whenever possible and shall otherwise be performed in such a manner as to cause as little disturbance in the use of the grantor's Lot as is practicable under the circumstances. Any Owner performing or causing to be performed maintenance or repair work agrees to promptly pay all costs and expenses associated therewith, to diligently complete such work as quickly as possible and to promptly clean the area and restore the affected portion of the Lot to a condition equal to or better than the condition which existed prior to the commencement of such work.

C. Unless separately metered for each Lot, all service and other charges related to project lighting or the irrigation system installed by the Developer shall be allocated equally among the Owners of Lots 1 through 3 and, once Lot 4 is improved, among the Owners of Lots 1 through 4. Developer may, in its sole discretion, pay such charges and seek reimbursement for such costs from individual Owners on a periodic basis (together with an administrative fee equal to 10% of such charges) or collect such charges as a Project Area Maintenance Cost calculated under Section 4.2C below. Any amount not paid within thirty days of the date requested shall accrue interest in accordance with Section 6.2 below until paid in full.

4.2 Lots

A. Each Owner shall cause all Common Areas and other areas of its Lot and the facilities thereon to be maintained in good order, condition and repair. The Owners of one or more Lots may, from time to time, select a third party to maintain the Common Area located on their Lots, provided that such Owners shall remain responsible at all times for the maintenance of the Common Area. If one or more Owners select a third party to maintain such Common Area, such Person shall be a reputable professional for the work or services to be performed

B. The minimum standard of maintenance for the improved Common Area and Lots shall be comparable to the standard of maintenance followed in other first-class retail developments of comparable size in Clallam County, Washington, and in any event in compliance with all Requirements and the provisions of this Declaration. All improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired. The maintenance and repair obligation of each Owner in any event shall include but not be limited to the following:

(i) Drive and parking areas. Maintaining all paved surfaces and curbs in a smooth and evenly covered condition which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing. (For the purpose of this section, an overlay of the drive and parking area shall be considered a repair or maintenance item.)

(ii) Debris and refuse. Periodic removal of all papers, debris, filth, refuse, ice and snow, including sweeping to the extent necessary to keep the Lots in a first-class, clean and orderly condition. All sweeping shall be at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Lots by persons intending to conduct business with Occupants of the Shopping Center. Notwithstanding the above, each Owner shall be responsible for removal and the cost of such removal of debris and trash from the Shopping Center resulting from the business operation conducted on its Lot.

(iii) Landscaped area. Cleaning and maintaining all landscaping, planters, weeding, pruning, fertilizing and replacing shrubs and other landscaping as necessary..

(iv) Utilities. Maintaining, cleaning, and repairing any and all storm drains, utility lines, sewers and other utility systems and services located on such Owner's Lot, and the maintenance and replacement of the trunk line (defined as any line with more than one user that has not otherwise been dedicated to a utility provider) portion of utility lines.

(v) Sidewalks. Cleaning (including washing and/or steam cleaning), maintenance and repair of all sidewalks, including those adjacent and contiguous to buildings located on the Lot. Sidewalks shall be cleaned at appropriate intervals during such time as shall not interfere with the conduct of

business or use of the Common Area by persons intending to conduct business with the Occupants of the Shopping Center.

Notwithstanding anything to the contrary, each Owner shall maintain at its sole cost in a clean, sightly and sanitary condition all areas on its Lot.

Notwithstanding the foregoing, the Developer shall maintain all Project Areas. . Developer may, from time to time, select a third party to maintain Project Areas, provided that such Person is a reputable professional for the work or services to be performed. The Developer may retain the services of companies affiliated with the Developer to perform its maintenance obligations but only if the rates charged by such companies are competitive with those of other companies furnishing similar service in the area where the Shopping Center is located. The Developer shall expend only such funds as are reasonably necessary for the operation and maintenance of Project Areas. All Project Area costs, together with an administrative fee equal to ten percent (10%) of such costs, are referred to herein as "Project Area Maintenance Costs". For the purpose of this Declaration, Project Area Maintenance Costs shall not include:

- (i) any late charges or fees;
- (ii) any costs to clean up or repair the Project Area resulting from construction, maintenance or replacement of buildings on individual Lots;
- (iii) real property taxes and assessments other than those applicable to Lot 5 which shall be included in Project Area Maintenance Costs;
- (iv) entertainment, transportation, meals and lodging of anyone; and
- (v) maintenance or repair of utility lines and systems except those located on Lot 5, the Storm Drainage Facilities or those systems serving the Project Sign.

C. Each Owner's share of the Project Area Maintenance Cost shall be a sum equal to the total Project Area Maintenance Costs multiplied by a fraction, the numerator of which is the area of land located in an Owner's Lot on which any building has been constructed, and the denominator of which is the total area of land located in the Shopping Center, excluding the area of Lot 5. Each Owner of a Lot on which a building has been constructed shall pay to the Developer its share, on the first day of each calendar month (or other period or billing practice as they may determine from time to time), in installments

equal to one-twelfth of the estimated budget amount for Project Area Maintenance Costs, which the Developer shall provide to all parties, commencing with the month following the month that the Developer is obligated to commence its maintenance of the Project Areas. Any amount not paid to Developer within thirty days of the date due shall accrue interest in accordance with Section 6.2 below until paid in full. Within forty-five (45) days after the end of each calendar year, the Developer shall provide all Owners with a certified statement together with supporting material upon specific requests as to the actual Project Area Maintenance Costs paid by Developer for the operation and maintenance of such Project Areas together with an accounting for all funds received by Developer for such purpose. If the amount paid by a Owner for such calendar year shall have exceeded its share, the Developer shall refund the excess at the time such certified statement is delivered, or if the amount paid by a Owner for such calendar year is less than its share, that Owner shall pay the balance of its share to the Developer within thirty (30) days after receipt of such certified statement.

Within one (1) year after receipt of any such certified statement from Developer an Owner shall have the right to audit the Developer's books and records pertaining to the operation and maintenance of the Project Areas for the calendar year covered by such statement. In the event that such audit shall disclose any error in the determination of the costs of operating and maintaining such Project Areas or in calculating any Owner's share thereof, an appropriate adjustment shall be made forthwith. The cost of any such audit shall be assumed by the Owner requesting the audit unless said Owner shall be entitled to a refund in excess of five percent (5%) of the amount calculated by the Developer as its share of such costs for such calendar year, in which case the Developer shall pay the cost of such audit.

D. Developer shall initially perform all of the duties and obligations regarding maintenance of the Project Areas. At some time in the future and in any event within a reasonable time after the sale of the third Lot to an unrelated third party purchaser, Developer shall assign the responsibility for maintenance of the Project Areas and ownership of the Project Sign, if any, to all Owner, who shall thereafter maintain such Project Areas.

E. In the event any of the Common Area, parking stalls or parking lot landscaping on a Lot is damaged or destroyed during the term of this Declaration, the Owner upon whose Lot such improvements are located shall repair or restore such improvements at its initial cost and expense with all due diligence; provided, however, that except to the extent limited by Section 5.3C, in the event such damage or destruction is caused in whole or in part by another Owner or their Permittee or Occupant, the Owner obligated to make such repair or restoration reserves and retains the right to proceed against such other Owner (who shall be liable for the negligent acts and omissions of its employees, agents, contractors, Permittees and Occupants) for indemnity, contribution or damages.

4.3 Building Improvements

A. After completion of construction, each Owner covenants and agrees to maintain and keep all improvements located on its Lot (exclusive of the Project Areas which Developer is responsible to maintain) in first-class condition and state of repair, in compliance with all Requirements and in compliance with the provisions of this Declaration. Each Owner further agrees to store all trash and garbage in adequate containers, to locate such containers so that they are not readily visible from the parking area, and to arrange for periodic removal of such trash or garbage so as to prevent any accumulation thereof outside of such containers.

B. In the event any of the improvements are damaged by fire or other casualty (whether insured or not), the Owner upon whose Lot such improvements are located promptly shall remove the debris resulting from such event and provide a sightly barrier and within a reasonable time thereafter shall either (i) repair or restore the improvements so damaged, such repair or restoration to be performed in accordance with all provisions of this Declaration, or (ii) erect other improvements, provided all provisions of this Declaration are complied with, or (iii) demolish the damaged portion of such improvements and restore the area to an attractive condition until a replacement building is erected. Such Owner shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one of such alternatives. Such Owner shall give notice to the all Owners within ninety (90) days from the date of such casualty of which alternative it elects.

ARTICLE 5. - OPERATION OF THE SHOPPING CENTER

5.1 Uses

A. No part of the Shopping Center shall be used for other than retail sales or services, or other commercial purposes.

B. No use shall be permitted in the Shopping Center which is inconsistent with the operation of a first-class retail shopping center. Without limiting the generality of the foregoing, the following uses shall not be permitted:

(i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Shopping Center; provided, however, that this prohibition shall not prohibit a paging system within a building, nor normal cooking odors from a restaurant;

(ii) Any operation primarily used as a warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

(iii) Any "second hand" store or "surplus" store;

(iv) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

(v) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located in the rear of any building);

(vi) Any fire sale, flea market, swap market, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(vii) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to on-site service oriented to pickup and delivery by the ultimate consumer, including nominal supporting facilities, as the same may be found in first-class retail shopping districts in the metropolitan area where the Shopping Center is located;

(viii) Any automobile, truck, trailer, boat or recreational vehicle or accessory sales, leasing, display or repair;

(ix) Any veterinary hospital or animal raising facilities (except that this prohibition shall not prohibit pet shops);

(x) Any mortuary or funeral parlor;

(xi) Any establishment selling or exhibiting "adult" or pornographic materials;

(xii) Any flea market, amusement arcade, pool or billiard hall, car wash, or any other place of amusement or recreation such as dance hall, game room, exercise facility, massage parlor, bingo parlor, or teen night club;

(xiii) Any unlawful or illegal purpose;

(xiv) Any residential use (temporary or otherwise), except for hotel or motel use and related facilities;

(xv) Any use that is a public or private nuisance.

C. The following use and occupancy restrictions shall be applicable as noted:

(i) Casual Dining Restaurant Exclusive. Until such time as a facility which is not a casual dining restaurant (a "CDR" as defined below) is operating on Lot 2, no CDR shall be located or operated on any Lot other than Lot 2 in the Shopping Center. For purposes hereof, a CDR shall mean any sit-down restaurant that emphasizes a broad menu and serves alcoholic beverages (beer, wine, liquor), including by way of example but not limited to Chili's ®, T.G.I. Friday's ®, Bennigan's ®, Ruby Tuesday's ®, Red Robin ® and Johnny Carino's ®. A CDR shall not mean any fast food restaurant, including by way of example but not limited to Taco Time ®, McDonald's ®, Burger King ®, Wendy's ® or Jack in the Box ®. This provision shall not restrict or prohibit breakfast food and beverage service or a coffee shop operated in conjunction with a motel located within the Shopping Center.

(ii) Mexican Restaurant Exclusive. Until such time as a facility which is not a Mexican themed fast food restaurant such as Taco Time ® or Taco Bell ® ("Mexican Restaurant") is operating on Lot 1, no Mexican Restaurant shall be located or operated on any Lot other than Lot 1 in the Shopping Center. A Mexican Restaurant shall not mean Applebees ® or any other CDR as defined in Section 5.1(C)(i) above. This provision shall not restrict or prohibit any CDR on Lot 2 from serving Mexican food as one component of its broad menu.

D. No Permittee shall be charged for the right to use the Common Area.

5.2 Lighting

After completion of the Common Area lighting system on its Lot, each Owner hereby covenants and agrees to keep the exterior lighting on its Lot fully illuminated each day from dusk to at least 10:30 P.M., and further agrees to keep any exterior building security lights and internal access roadway lights on from dusk until dawn.

5.3 Insurance

A. Each Owner (as to its Lot) shall maintain or cause to be maintained in full force and effect Comprehensive Public Liability Insurance with a combined single limit of liability of not less than Three Million Dollars (\$3,000,000.00) for bodily or personal injury or death, and for property damage, arising out of any one occurrence. Such insurance shall include the following provisions:

- (i) shall provide that the policy may not be cancelled or materially reduced in amount or coverage without at least thirty (30) days prior written notice by the insurer to each insured and any additional insureds;
- (ii) shall name the other Owners as additional insureds;
- (iii) shall provide for severability of interests;
- (iv) shall provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other additional insureds of the insured, respectively; and
- (v) shall provide for contractual liability coverage with respect to the indemnity obligation set forth below, subject, however, to the limits of coverage set forth above.

Each Owner ("Indemnitor") covenants and agrees to indemnify, defend and hold harmless the other Owner ("Indemnitee") from and against all claims, costs, expenses and liability (including reasonable attorney's fees and cost of suit incurred in connection with all claims) including any action or proceedings brought thereon, arising from or as a result of the injury to or death of any Person, or damage to the property of any Person which shall occur on the Lot owned by such Indemnitor, except for claims caused by the negligence or willful act or omission of such Indemnitee, its Permittees and its and their respective agents, servants, or employees.

B. Prior to commencing any construction activities within the Shopping Center, each Owner shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

- (i) Workers' Compensation - statutory limits

(ii) Employers Liability - \$100,000

(iii) Comprehensive General and Comprehensive Auto Liability as follows:

- (a) Bodily Injury - \$1,000,000 per occurrence;
- (b) Property Damage - \$1,000,000 per occurrence;
- (c) Independent Contractors liability or Owner's Protective Liability; same coverage as set forth in (a) and (b) above;
- (d) Products/Completed Operations Coverage which shall be kept in effect for two (2) years after completion of work;
- (e) "XCU" Hazard Endorsement, if applicable;
- (f) "Broad Form" Property Damage Endorsement;
- (g) "Personal Injury" Endorsements;
- (h) "Blanket Contractual Liability" Endorsement.

If the construction activity involves the use of another Owner's Lot, then the Owner of such other Lot shall be an additional named insured and such insurance shall provide that the same shall not be canceled without at least thirty (30) days prior written notice to the named insureds. If such insurance is canceled or expires then the constructing Owner shall immediately stop all work on or use of another Owner's Lot until either the required insurance is reinstated or replacement insurance obtained.

C. Effective upon the commencement of construction of improvements, the constructing Owner will carry or cause to be carried, fire insurance with an extended coverage endorsement with a financially responsible insurance company or companies, in an amount at least equal to eighty percent (80%) of the replacement cost (exclusive of the cost of excavation, foundations, and footings) of the buildings and improvements, such coverage extending at least to the following perils: Loss or damage by fire, windstorm, cyclone,

tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicle, smoke damage, and sprinkler leakage.

Each Owner (the "Releasing Owner") hereby releases and waives for itself and on behalf of its insurer, any other Owner (the "Released Owner") from any liability for any loss or damage to all property of such Releasing Owner located upon any portion of the Shopping Center and from any liability for injury or death to any Person, which loss or damage is covered or required to be covered by insurance hereunder, irrespective either of any negligence on the part of the Released Owner which may have contributed to or caused such loss, injury or death, or of the amount of such insurance required or actually carried. Each Owner agrees to use its best efforts to obtain, if needed and at commercially reasonable rates, appropriate endorsements to its policies of insurance with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given; and provided further that for as long as any Owner is unable to obtain such endorsements, each other Owner shall not be obligated to do so.

D. All insurance required by Section 5.3 shall be procured from companies licensed in the state where the Shopping Center is located and shall be rated by Best's Insurance Reports not less than A/X; the limits of such policies shall be reviewed by the Owners and approved as to sufficiency at least every five (5) years. The insurance may be carried under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such party, (iii) a plan of self-insurance, provided that the Owner so self-insuring has and maintains twenty-five million dollars (\$25,000,000) or more of net current assets as evidenced by such Owner's annual report that is audited by an independent certified public accountant, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by an Owner in compliance with Section 5.3, such Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided however, that in no event shall any deductible exceed one hundred thousand dollars (\$100,000.00) unless such Owner qualifies for self-insurance pursuant to (iii) above. Each Owner agrees to furnish to any Owner requesting the same, copies of the insurance policies evidencing that the insurance required to be carried by such requested Owner is in full force and effect.

5.4 Taxes and Assessments

Each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Lot, the buildings, and improvements located thereon and any personal property owned or leased by such Owner in the Shopping Center, provided that if the taxes or assessments or any part thereof may be paid in installments, the Owner may pay each such installment as and when the same becomes due and payable. Nothing contained in this subsection shall prevent any Owner from contesting at its cost and expense any such taxes and assessments with respect to its Lot in any manner such Owner elects, so long as such contest

is maintained with reasonable diligence and in good faith. At the time as such contest is concluded (allowing for appeal to the highest appellate court), the contesting Owner shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

5.5 Liens

In the event any mechanic's lien is filed against the Lot of an Owner as a result of services performed or materials furnished by or at the request of another Owner or its authorized agent, the Owner permitting or causing such lien to be so filed shall cause such lien to be discharged prior to entry of final judgment (after all appeals) for the foreclosure of such lien and shall indemnify, defend, and hold harmless the other Owner against liability, loss, damage, costs or expenses (including reasonable attorneys' fees and cost of suit) on account of such claim of lien. Upon written request of the Owner whose Lot is subject to such lien, the Owner permitting or causing such lien to be filed shall promptly (and in all events within thirty (30) days after such request) cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Nothing herein shall prevent an Owner permitting or causing such lien from contesting the validity thereof in any manner permitted by the Requirements that such Owner chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), such Owner shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien.

ARTICLE 6. - MISCELLANEOUS

6.1 Default

A. If any Owner fails to comply with any provision herein ("Defaulting Owner"), then any other Owner ("Non-Defaulting Owner") may, upon forty-five (45) days' prior written notice to the Defaulting Owner, proceed to cure the default (and shall have a right, but not the obligation to do so) by the payment of money or performance of some other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the forty-five (45) day notice period (i) the Defaulting Owner cures the default, or (ii) if the default is curable, but cannot reasonably be cured within that time period, the Defaulting Owner begins to cure such default within such time period and diligently and continuously pursues such cure to completion. The forty-five (45) day notice period shall not be required if, using reasonable judgment, the Non-Defaulting Owner deems that an emergency exists which requires immediate attention. In the event of such an emergency, the

Non-Defaulting Owner shall give whatever notice to the Defaulting Owner as is reasonable under the circumstances. The Defaulting Owner hereby grants to the Non-Defaulting Owner a non-exclusive easement over, across and under any and all parts of the Lot(s) owned by the Defaulting Owner for all purposes reasonably necessary to enable the Non-Defaulting Owner (and its agents, contractors, or subcontractors) to perform any of the terms, provisions, covenants or conditions of this Declaration that the Defaulting Owner is obligated to perform but has failed to perform after notice and the opportunity to cure pursuant to this Section 6.1.

B. Within ten (10) days of written demand (including providing copies of invoices reflecting costs) the Defaulting Owner shall reimburse the Non-Defaulting Owner for any sum reasonably expended by the Non-Defaulting Owner to cure the default, together with interest thereon. The Non-Defaulting Owner shall have a lien upon the Defaulting Owner's right, title and interest in and to the Lot(s) owned by the Defaulting Owner to secure payment of all amounts due to the Non-Defaulting Owner hereunder. The Non-Defaulting Owner shall have the right, but not the obligation, to record its lien, but at all times its lien pursuant to this Section shall be subject and subordinate to (i) the lien of any mortgage or deed of trust held by any institutional lender or any extension, renewal, modification or refinancing thereof, in an amount now or hereafter placed on the Defaulting Owner's interest in the Lot(s) in question; (ii) the leasehold estate created by any lease of all or any part of Lot(s) owned by the Defaulting Owner; (iii) any other lien of record against the Defaulting Owner's property as of the date that the Non-Defaulting Owner's lien is recorded. The Defaulting Owner shall execute such instruments and documents as the Non-Defaulting Owner may reasonably request to permit the recordation of such lien. The Defaulting Owner hereby irrevocably designates the Non-Defaulting Owner as the Defaulting Owner's attorney in fact for the purpose of recording its lien pursuant to this Section. The Non-Defaulting Owner shall have the right to foreclose such lien in the manner provided by law.

C. In the event any Owner shall institute any action or proceeding against another Owner or Occupant relating to the provisions of this Declaration, or for any default hereunder by such other Owner or Occupant, or to collect any amounts owing hereunder, or if an arbitration proceeding is commenced by agreement of the Owners to any dispute, the unsuccessful Owner or Occupant in such action or proceeding shall reimburse the successful Owner therein (including without limitation the Developer) for costs and expenses incurred by the successful Owner in connection with such action or proceeding and any appeals therefrom, including reasonable attorneys' fees and court costs.

D. All remedies are cumulative and shall be deemed additional to any and all other remedies to which any Owner may be entitled in law or in equity. Each Owner shall also have the right to restrain by injunction any violation or threatened violation by any other Owner or Occupant of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

6.2 Interest

Wherever and as often as one Owner shall not have paid any sum payable hereunder to another Owner (including without limitation the Developer) within five (5) days of the due date, such delinquent Owner shall pay interest on such amount from the due date to and including the date such payment is received by the Owner entitled thereto, at the lesser of:

A. The highest rate permitted by law to be paid on such type of obligation by the Owner obligated to make such payment or the Owner to whom such payment is due, whichever is less; or

B. Five percent (5%) per annum in excess of the prime rate from time to time in effect at Bank of America, N.A. or its successor, at its main office in Seattle, WA.

6.3 Notices

All notices, demands, statements, and requests (collectively the "notice") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Person to whom the notice is addressed or if such Person is not available the date such notice is left at the address of the Person to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, certified mail, return receipt requested, and (iii) on the date the notice is delivered by a nationally recognized overnight courier service (including Federal Express, Express Mail, Emery or similar operation) to the addressee, provided it is sent prepaid, return receipt requested. Unless a different address is provided by written notice to all Owners in accordance with this Section, the address of each Owner shall be the address shown on the real property tax records in Clallum County, Washington for the applicable Lot. The address of the Developer is set forth below.

Developer: Wirta 2, LLC
7303 21st Avenue NW
Seattle, WA 98117

Each Owner shall have the right from time to time and at any time, upon prior notice thereof in accordance with the provisions hereof, to change its address and to specify any other address or copy address within the United States of America to which notices to it shall be sent; provided, however, notwithstanding anything herein contained to the contrary, no change of address notice shall be effective unless and until actually delivered. Refusal to

accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

6.4 Approval and Consent Rights

Unless otherwise specifically herein provided to the contrary, whenever any approval or consent of an Owner is required, such approval or consent shall be made or denied in writing and shall not be unreasonably withheld, conditioned or delayed by the Owner from whom it is sought. Unless provision is made for a specific time period, approval or consent shall be given or denied within thirty (30) days of the receipt of the request therefor. If a written disapproval is not given within the required time period, the Owner to whom the request was directed shall be deemed to have given its approval or consent provided the written notice recites the terms of this section in their entirety. If an Owner shall disapprove, the reasons therefor shall be stated in the notice of disapproval. Except with respect to an approval or consent given as a result of lapse of time, all approvals, consents and disapprovals shall be in writing.

6.5 Condemnation

In the event any portion of the Shopping Center shall be condemned, the award shall be paid to the Owner owning land or the improvement taken, except that (i) if the taking includes improvements belonging to more than one Owner, such as utility lines or signs, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition, and (ii) if the taking includes easement rights which are intended to extend beyond the term of the Declaration, the portion of the award allocable to each such easement right shall be paid to the respective grantee thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this Declaration which does not reduce or diminish the amount paid to the Owner owning the land or the improvement taken, then the owner of such other property interest shall have the right to seek an award for the taking thereof.

6.6 Binding Effect

The terms of this Declaration and all easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto, the subsequent Owners of the Lots and their respective successors and assigns. This Declaration is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

6.7 Singular and Plural

Whenever required by the context of this Declaration, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

6.8 Negation of Partnership

None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate owner, and no Owner shall have the right to act as an agent for another Owner, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

6.9 Not a Public Dedication

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Owner hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

6.10 Excusable Delays

Whenever performance is required of any Owner hereunder, that Owner shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God or another Owner, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of an Owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to excuse any Owner from the prompt payment of any monies required to be paid by this Declaration.

6.11 Severability

Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

6.12 Amendments

This Declaration may be amended by, and only by, a written agreement signed by all of the then current Owners and shall be effective only when recorded in the county and state where the Shopping Center is located. No consent to the amendment of this Declaration shall ever be required of any Occupant or Person other than the Owners, nor shall any Occupant or Person other than the Owners have any right to enforce any of the provisions hereof.

6.13 Captions and Capitalized Terms

The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of the Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

6.14 Minimization of Damages

In all situations arising out of this Declaration, all Owners shall attempt to avoid and minimize the damages resulting from the conduct of any other Owner. Each Owner shall take all reasonable measures to effectuate the provisions of this Declaration.

6.15 Declaration Shall Continue Notwithstanding Breach

It is expressly agreed that no breach of this Declaration shall (i) entitle any Owner to cancel, rescind or, otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Shopping Center. However, such limitation shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of any such breach.

6.16 Time

Time is of the essence of this Declaration. If the time for performance of any obligation or condition shall occur on a Saturday, Sunday or legal holiday, the time for such performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

6.17 Non Waiver

The failure of any Owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which

that Owner may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

ARTICLE 7. - TERM

7.1 Term of this Declaration

This Declaration shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on December 31, 2081 provided, however, that the easements referred to in Article 2 hereof which are specified as being perpetual or as continuing beyond the term of this Declaration shall continue in force and effect as provided therein. Upon termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of the Declaration, except as relates to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

Lots 1 through 5 of the City of Sequim Final Major Binding Site Plan BSP04/001 as recorded in Vol. 1 of Binding Site Plans, Page 12, under Auditor's File Number *_____, records of Clallam County, Washington.

2004-1147644

EXHIBIT B

EXHIBIT MAP FOR: **WIRTA 2 L.L.C.**
IN SECTION 24, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M.
CLALLAM COUNTY, WASHINGTON

