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**FIRST AMENDMENT**  
**TO**  
**CONDOMINIUM DECLARATION**  
**FOR**  
**PACIFIC TOWER, A CONDOMINIUM**

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Grantor: Pacific Tower, LLC, a Washington limited liability company  
Grantee: Pacific Tower, a Condominium

Abbreviated Legal Description:  
Full Legal Description on Exhibit "A" of Document.  
Assessor's Tax Parcel ID #(s): 208313-001-1; 2083140-001-1.

Reference Nos. of Documents Released or Assigned: 200312090202

**FIRST AMENDMENT TO  
CONDOMINIUM DECLARATION OF  
PACIFIC TOWER, A CONDOMINIUM**

**I. BACKGROUND**

a. Purpose. This is the First Amendment (the “Amendment”) to the Condominium Declaration of Pacific Tower, a Condominium, recorded on December 9, 2003, under Pierce County Auditor’s File No. 200312090202 (the “Declaration”). The property which is the subject of the Declaration is legally described on the attached Exhibit A (the “Property”). This Amendment serves two purposes: (i) to state how the expenses associated with the Garage Facility and Garage Spaces will be shared among the Unit Owners; and (ii) to reflect the assignments of parking stalls and Garage Spaces to sold Units.

b. The Garage Facility and Garage Spaces. Pursuant to Section 22.1 and 22.2 of the Declaration, the Declarant exercised its reserved rights to construct a Garage Facility and related improvements consisting of twenty-two (22) Garage Spaces, a Driveway, fifteen (15) Additional Uncovered Parking Spaces, lighting, and landscaping. The Declarant is now selling the Garage Spaces and assigning them to Unit Owners. As provided in Section 22.1 of the Declaration, the Garage Facility and related improvements such as the Driveway, lighting and landscaping are Common Elements, and the Garage Spaces and fifteen (15) Additional Uncovered Parking Spaces are Limited Common Elements. However, contrary to the terms of the Declaration, the Owners wish to have some of the Common Expenses applicable to the Garage Facility shared only among those Units that own a Garage Space, and not among all Unit Owners in the Building. This Amendment sets forth how the Common Expenses applicable to the Garage Facility will be shared among the Unit Owners.

c. Assignment of Parking Stalls and Garage Spaces to Sold Units. The Declarant wishes to reflect the assignment of parking stalls and Garage Spaces to Units sold by the Declarant to a person other than Declarant as of the date of this Amendment, pursuant to Section 22.1(b) and 22.2 of the Declaration. This Amendment sets forth the Declarant’s assignments of parking stalls and Garage Spaces to Units that have been conveyed as of the date of this recording, and these assignments have been reviewed for consistency with the Association’s existing records and approved by the Association as evidence herein. The assigned parking stalls and Garage Spaces are limited common elements of the Unit to which they are assigned.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, the Association hereby amends the Declaration as follows:

**II. ALLOCATION OF EXPENSES ASSOCIATED WITH THE GARAGE SPACES AND GARAGE FACILITY.**

A. Utilities for the Garage Spaces, Garage Facility and Related Improvements. Section 11.1 of the Declaration is hereby amended to add the following provision:

Unit Owners of Garage Spaces are encouraged to have their electricity (and cable and other utilities, as applicable) for the Garage Space metered or billed separately from the other Garage Space Owners.

In the event that the Garage Space's utilities are separately metered or billed, those expenses shall be paid solely by the respective Unit Owner.

In the event that the Garage Space utilities are not metered or billed separately, the Association will assess each Garage space owner that portion of the utilities which is applicable to that Owner's use of the Garage Space, and the Owner's share will be determined according to the following calculation: the number of Garage Spaces owned by a Unit Owner that are not separately metered, divided by the total number of Garage Spaces in the Garage Facility (i.e., 22) that are not separately metered, multiplied by the total amount of the utility expenses applicable to the Garage spaces that are not separately metered. A Garage Space owner will be individually responsible for that portion of the utilities that can reasonably be traced to its misconduct or unusual or excessive use.

Any electrical charges for outside lighting on, near, or serving the newly created: (a) Garage Facility; (b) Driveway; or the (c) fifteen (15) Additional Uncovered Parking Spaces; will be a common expense shared by all Unit Owners in the Building.

B. Maintenance, Repair and Replacement Work of the Garage Facility and Related Improvements. Section 18.2 of the Declaration is hereby amended to add the following provision:

Only the owners of a Garage Space shall be responsible for the common expense of maintaining, repairing and doing replacement work to the exterior portion of the Garage Facility,

and the Association will assess each Garage Space owner their share of those expenses according to the following calculation: The number of Garage Spaces owned divided by the total number of Garage Spaces in the Garage Facility, multiplied by the expenses incurred or budgeted, as applicable, plus an amount determined necessary for reserves for such maintenance, repairs, and replacements. The Association shall issue monthly assessments to the Garage Space Owners for these budgeted expenses.

The maintenance, repair and replacement work, if necessary, of: (a) Driveway, (b) the fifteen (15) Additional Uncovered Parking Spaces; (c) lighting; or (d) landscaping, shall be a common expense shared by all Unit Owners in the Building.

### **III. ALLOCATION OF PARKING STALLS AND GARAGE SPACES TO SOLD UNITS.**

A. Parking Stalls and Garage Spaces. Exhibit B of the Declaration is hereby amended by the Declarant to reflect the assignment of parking stalls and Garage Spaces to sold Units as of the date of this Amendment, as shown in the attached Exhibit B to this Amendment, the location of which is further shown in that certain Amended Survey Map and Plans, recorded of even date herewith under Pierce County Auditor's Recording No. \_\_\_\_\_ . The Association has reviewed the assignments reflected herein, acknowledges the accuracy thereof, and joins in and consents to the assignments being binding upon the undersigned, its members, and its successors in title.

### **IV. MISCELLANEOUS**

A. Construction. All other provisions in the Declaration shall remain unchanged. To the extent that any provisions in this Amendment conflict with the provisions in the Declaration, this Amendment shall control.

B. Covenant Running with the Land. This Amendment to the Declaration shall be deemed to be a set of covenants running with the land which shall be binding on the Declarant, its successors and assigns, and all subsequent Owners and lessees of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns.

C. Effective Date. This instrument shall be effective upon recordation.

**V. CERTIFICATION**

**IN WITNESS WHEREOF**, the undersigned, being the President and Secretary of the Pacific Tower Condominium Association (the "Undersigned") does hereby certify that a properly noted meeting of the Owners was held on March 1, 2005, at which a quorum was present, and the requisite votes were obtained to make such an amendment to the Declaration. The Undersigned has caused this Declaration to be executed this \_\_\_\_ day of \_\_\_\_\_, 2005.

PACIFIC TOWER CONDOMINIUM  
ASSOCIATION, a Washington nonprofit  
corporation

\_\_\_\_\_  
Oscar Hokold, President

\_\_\_\_\_  
Linda Acosta, Secretary

**IN WITNESS WHEREOF**, the undersigned, being the Declarant of Pacific Tower, a Condominium has caused this Declaration to be executed this \_\_\_\_ day of \_\_\_\_\_, 2005.

PACIFIC TOWER, LLC, a Washington limited  
liability company

\_\_\_\_\_  
Oscar Hokold, Member

\_\_\_\_\_  
Olivann Hokold, Member





## **EXHIBIT A**

### **LEGAL DESCRIPTION:**

LOTS 1 TO 7, INCLUSIVE, BLOCK 8214, LOTS 1 TO 8, INCLUSIVE, BLOCK 8313 AND LOTS 1 TO 9, INCLUSIVE, BLOCK 8314, THE TACOMA LAND COMPANY'S FIRST ADDITION TO TACOMA, W.T., ACCORDING TO PLAT FILED FOR RECORD JULY 7, 1884, IN THE OFFICE OF THE PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON:

TOGETHER WITH THAT PORTION OF EAST 32<sup>ND</sup> STREET ABUTTING SAID BLOCK 8214; ALL OF THE ALLEY LYING BETWEEN LOTS 1 TO 7, INCLUSIVE, BLOCK 8214 AND LOTS 1 TO 8, INCLUSIVE, BLOCK 8313 AND NORTH HALF OF ALLEY ABUTTING LOTS 8 AND 9 IN SAID BLOCK 8314, ALL VACATED BY ORDINANCE NO. 21648 OF THE CITY OF TACOMA RECORDED UNDER AUDITOR'S NO. 2985788;

ALSO TOGETHER WITH ALL OF WRIGHT AVENUE LYING BETWEEN LOTS 1 TO 8, INCLUSIVE, SAID BLOCK 8313 AND LOTS 1 TO 9, INCLUSIVE, SAID BLOCK 8314, VACATED BY ORDINANCES 21648, 21856 AND 24147 OF THE CITY OF TACOMA AND RECORDED UNDER AUDITOR'S NO'S. 2985788, 2985789 AND 8808020120, RESPECTIVELY:

EXCEPT THAT PORTION OF SAID BLOCK 8214 LYING NORTHERLY OF THE SOUTHERLY LINE OF PRIMARY STATE HIGHWAY NO. 1;

ALSO TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD: RECORDS OF PIERCE COUNTY, WASHINGTON.



**EXHIBIT "B"**  
**TO**  
**CONDOMINIUM DECLARATION**  
**FOR**  
**PACIFIC TOWER, A CONDOMINIUM**

<b>Unit Number</b>	<b>Floor</b>	<b>Floor Plan No.**</b>	<b># of BR</b>	<b># of BTHS</b>	<b>* FPL</b>	<b>Assigned Prkg Space No.</b>	<b>Garage Space No.</b>	<b>DECK</b>	<b>*** SF</b>	<b>Allocated Ownership Interest</b>	<b>Common Expense Liability</b>
3201 Pacific Ave. Unit 101	1	A	2	2	0	P2-3		Yes	1,353	1.1075%	1.1075%
3201 Pacific Ave. Unit 102	1	B	2+Den	2	0	P1-16	G-7, G-9	Yes	1,729	1.4152%	1.4152%
3201 Pacific Ave. Unit 103	1	C	1	1	0	P2-24		Yes	911	0.7457%	0.7457%
3201 Pacific Ave. Unit 104	1	A	2	2	0	P2-10		Yes	1,303	1.0665%	1.0665%
3201 Pacific	1	D	2	2	0	P1-23		Yes	1,291	1.0567%	1.0567%

[revised covnants.doc]

Ave. Unit 105																			
3201 Pacific Ave. Unit 106	1	F	Studio	1	0				Yes	890	0.7285%	0.7285%							
3201 Pacific Ave. Unit 108	1	D	2	2	0		P2-8	G-19	Yes										
3201 Pacific Ave. Unit 201	2	A	2	2	0			G-21	Yes	1.354	1.1083%	1.1083%							
3201 Pacific Ave. Unit 202	2	B	2 + Den	2	0				Yes	1.729	1.4152%	1.4152%							
3201 Pacific Ave. Unit 203	2	C	1	1	0				Yes	911	0.7457%	0.7457%							
3201 Pacific Ave. Unit 204	2	A	2	2	0		P2-36	G-5	Yes	1.303	1.0665%	1.0665%							
3201 Pacific Ave. Unit 205	2	D	2	2	0				Yes	1.291	1.0567%	1.0567%							

3201 Pacific Ave. Unit 206	2	E	2	2	0	P1-36	Yes	1.292	1.0575%	1.0575%
3201 Pacific Ave. Unit 207	2	D	2	2	0	P2-18	Yes	1.281	1.0485%	1.0485%
3201 Pacific Ave. Unit 208	2	D	2	2	0	P2-31	Yes	1.326	1.0854%	1.0854%
3201 Pacific Ave. Unit 301	3	A	2	2	0		Yes	1.319	1.0796%	1.0796%
3201 Pacific Ave. Unit 302	3	B	2 + Den	2	0		Yes	1.704	1.3948%	1.3948%
3201 Pacific Ave. Unit 303	3	C	1	1	0	P2-1	No	911	0.7457%	0.7457%
3201 Pacific Ave. Unit 304	3	A	2	2	0		Yes	1.269	1.0387%	1.0387%
3201 Pacific	3	D	2	2	0	P2-17	Yes	1.262	1.0330%	1.0330%

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Ave. Unit 305																			
3201 Pacific Ave. Unit 306	3	E	2	2	0	P1-19		Yes	1.246	1.0199%	1.0199%								
3201 Pacific Ave. Unit 307	3	D	2	2	0	P1-15		No	1.281	1.0485%	1.0485%								
3201 Pacific Ave. Unit 308	3	D	2	2	0			Yes	1.298	1.0624%	1.0624%								
3201 Pacific Ave. Unit 401	4	A	2	2	0	P2-4		Yes	1.319	1.0796%	1.0796%								
3201 Pacific Ave. Unit 402	4	B	2 + Dcn	2	0	P2-35		Yes	1.704	1.3948%	1.3948%								
3201 Pacific Ave. Unit 403	4	C	1	1	0	P2-34		No	911	0.7457%	0.7457%								
3201 Pacific Ave. Unit 404	4	A	2	2	0	P1-35		Yes	1.269	1.0387%	1.0387%								

3201 Pacific Ave. Unit 405	4	D	2	2	0	P1-40	Yes	1.262	1.0330%	1.0330%
3201 Pacific Ave. Unit 406	4	E	2	2	0		Yes	1.246	1.0199%	1.0199%
3201 Pacific Ave. Unit 407	4	D	2	2	0	P2-15	No	1.281	1.0485%	1.0485%
3201 Pacific Ave. Unit 408	4	D	2	2	0	P2-13	Yes	1.298	1.0624%	1.0624%
3201 Pacific Ave. Unit 501	5	A	2	2	0	P1-3	Yes	1.319	1.0796%	1.0796%
3201 Pacific Ave. Unit 502	5	B	2 + Den	2	0	P1-25	Yes	1.704	1.3948%	1.3948%
3201 Pacific Ave. Unit 503	5	C	1	1	0	P2-38	No	911	0.7457%	0.7457%
3201 Pacific	5	A	2	2	0		Yes	1.269	1.0387%	1.0387%



Ave. Unit 703																			
3201 Pacific Ave. Unit 704	7	A	2	2	0	P2-22	G-13	Yes	1.269	1.0387%	1.0387%								
3201 Pacific Ave. Unit 705	7	D	2	2	0	P1-33		Yes	1.262	1.0330%	1.0330%								
3201 Pacific Ave. Unit 706	7	E	2	2	0			Yes	1.246	1.0199%	1.0199%								
3201 Pacific Ave. Unit 707	7	D	2	2	0	P2-11		No	1.281	1.0485%	1.0485%								
3201 Pacific Ave. Unit 708	7	D	2	2	0	P1-39		Yes	1.298	1.0624%	1.0624%								
3201 Pacific Ave. Unit 801	8	A	2	2	0	P1-2		Yes	1.319	1.0796%	1.0796%								
3201 Pacific Ave. Unit 802	8	B	2 + Den	2	0			Yes	1.704	1.3948%	1.3948%								

3201 Pacific Ave. Unit 604	6	A	2	2	0	P2-14		Yes	1.269	1.0387%	1.0387%
3201 Pacific Ave. Unit 605	6	D	2	2	0	P1-32		Yes	1.262	1.0330%	1.0330%
3201 Pacific Ave. Unit 606	6	E	2	2	0			Yes	1.246	1.0199%	1.0199%
3201 Pacific Ave. Unit 607	6	D	2	2	0	P2-20		No	1.281	1.0485%	1.0485%
3201 Pacific Ave. Unit 608	6	D	2	2	0	P1-31	G-12	Yes	1.298	1.0624%	1.0624%
3201 Pacific Ave. Unit 701	7	A	2	2	0	P1-7	G-16	Yes	1.319	1.0796%	1.0796%
3201 Pacific Ave. Unit 702	7	B	2 + Den	2	0	P2-25	G-8	Yes	1.704	1.3948%	1.3948%
3201 Pacific	7	C	1	1	0	P2-33		No	911	0.7457%	0.7457%



3201 Pacific Ave. Unit 803	8	C	1	1	0		No	911	0.7457%	0.7457%
3201 Pacific Ave. Unit 804	8	A	2	2	0	P2-37	Yes	1.269	1.0387%	1.0387%
3201 Pacific Ave. Unit 805	8	D	2	2	0		Yes	1.262	1.0330%	1.0330%
3201 Pacific Ave. Unit 806	8	E	2	2	0		Yes	1.246	1.0199%	1.0199%
3201 Pacific Ave. Unit 807	8	D	2	2	0	P2-12	No	1.281	1.0485%	1.0485%
3201 Pacific Ave. Unit 808	8	D	2	2	0	P1-14	Yes	1.298	1.0624%	1.0624%
3201 Pacific Ave. Unit 901	9	A	2	2	0	P1-4	Yes	1.319	1.0796%	1.0796%
3201 Pacific	9	B	2 + Den	2	0		Yes	1.704	1.3948%	1.3948%

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Ave. Unit 902																			
3201 Pacific Ave. Unit 903	9	C	1	1	0			No		911	0.7457%	0.7457%							
3201 Pacific Ave. Unit 904	9	A	2	2	0			Yes		1.269	1.0387%	1.0387%							
3201 Pacific Ave. Unit 905	9	D	2	2	0			Yes		1.262	1.0330%	1.0330%							
3201 Pacific Ave. Unit 906	9	E	2	2	0			Yes		1.246	1.0199%	1.0199%							
3201 Pacific Ave. Unit 907	9	D	2	2	0		P1-13	No		1.281	1.0485%	1.0485%							
3201 Pacific Ave. Unit 908	9	D	2	2	0		P1-17	Yes		1.298	1.0624%	1.0624%							
3201 Pacific Ave. Unit1001	10	A	2	2	0		P1-29	Yes		1.319	1.0796%	1.0796%							

3201 Pacific Ave. Unit 1002	10	B	2 + Den	2	0	P1-20	Yes	1.704	1.3948%	1.3948%
3201 Pacific Ave. Unit 1003	10	C	1	1	0	P2-21 G-11	No	911	0.7457%	0.7457%
3201 Pacific Ave. Unit 1004	10	A	2	2	0		Yes	1.269	1.0387%	1.0387%
3201 Pacific Ave. Unit 1005	10	D	2	2	0	P1-22	Yes	1.262	1.0330%	1.0330%
3201 Pacific Ave. Unit 1006	10	E	2	2	0		Yes	1.246	1.0199%	1.0199%
3201 Pacific Ave. Unit 1007	10	D	2	2	0		No	1.281	1.0485%	1.0485%
3201 Pacific Ave. Unit 1008	10	D	2	2	0	P2-39 G-17	Yes	1.298	1.0624%	1.0624%
3201 Pacific	11	A	2	2	0		Yes	1.319	1.0796%	1.0796%

Ave. Unit 1101																			
3201 Pacific Ave. Unit 1102	11	B	2 + Den	2	0		P1-1		G-15	Yes	1.704	1.3948%	1.3948%						
3201 Pacific Ave. Unit 1103	11	C	1	1	0					No	911	0.7457%	0.7457%						
3201 Pacific Ave. Unit 1104	11	A	2	2	0					Yes	1.269	1.0387%	1.0387%						
3201 Pacific Ave. Unit 1105	11	D	2	2	0					Yes	1.262	1.0330%	1.0330%						
320 Pacific Ave. Unit 1106	11	E	2	2	0					Yes	1.246	1.0199%	1.0199%						
3201 Pacific Ave. Unit 1107	11	D	2	2	0					No	1.281	1.0485%	1.0485%						
3201 Pacific Ave. Unit 1108	11	D	2	2	0					Yes	1.298	1.0624%	1.0624%						

3201 Pacific Ave. Unit 1201	12	Custom	2	2	0	P2-2: P2-5	Yes	2.235	1.8292%	1.8292%
3201 Pacific Ave. Unit 1203	12	Custom	2	2	0		Yes	1.686	1.3798%	1.3798%
3201 Pacific Ave. Unit 1204	12	A	2	2	0		Yes	1.273	1.0420%	1.0420%
3201 Pacific Ave. Unit 1205	12	D	2	2	0		Yes	1.264	1.0346%	1.0346%
3201 Pacific Ave. Unit 1206	12	E	2	2	0		Yes	1.248	1.0215%	1.0215%
3201 Pacific Ave. Unit 1207	12	D	2	2	0	P1-12	No	1.281	1.0485%	1.0485%
3201 Pacific Ave. Unit 1208	12	D	2	2	0		Yes	1.298	1.0624%	1.0624%
<b>TOTALS</b>									100.0000%	100.0000%

\*Fireplaces are optional and may be selected by a potential purchaser in their Purchase and Sale Agreement, but fireplaces do not otherwise come with the Unit.

\*\* There will be several different floor plans for the Units; the square footage of each Unit and Limited Common Elements (e.g., decks) will vary. The floor plans for the Units are generally described as follows:

**Plan “A”:** Two bedrooms, two bathrooms, living/dining room, kitchen, utility room, and deck. There are several variations to this floor plan. The variations pertain to the size of the Unit, layout, and the deck.

**Plan “B”:** Two bedrooms, two bathrooms, den, living/dining room, kitchen, utility room, and deck. There are several variations to this floor plan. The variations pertain to the size of the Unit and the deck.

**Plan “C”:** One bedroom, one bathroom, living/dining room, kitchen, and deck, but no utility room. There are several variations to this floor plan. The variations pertain to the size of the Unit and the deck.

**Plan “D”:** Two bedrooms, two bathrooms, living/dining room, kitchen, utility, and deck. There are several variations to this floor plan. The variations pertain to the size of the Unit, layout, and the deck.

**Plan “E”:** Two bedrooms, two bathrooms, living/dining room, kitchen, utility room, and deck. This plan is handicap accessible. There is one variation of this plan pertaining to the size of the deck.

**Plan “F”:** Plan “F” only pertains to Unit 106, which has one bedroom, one bathroom, living/dining room, kitchen, and deck.

**Units 1201 and 1203.** There are two custom units on the twelfth floor. These units are currently planned to be designed as set forth on the attached floor plan, but may be modified at the request of the Purchaser of those Units.

\*\*\* The square footages shown are approximate.