

**VINEYARD LANE, a Condominium**  
**PUBLIC OFFERING STATEMENT**

**RIGHT TO CANCEL.** Unless a purchaser is given the public offering statement more than seven days before execution of a contract for the purchase of a unit, the purchaser, before conveyance, shall have the right to cancel the contract within seven days after first receiving the public offering statement and, if necessary to have seven days to review the public offering statement and cancel the contract, to extend the closing date for conveyance to a date not more than seven days after first receiving the public offering statement. The purchaser shall have no right to cancel the contract upon receipt of an amendment to the public offering statement unless the purchaser would have that right under generally applicable legal principles. If a purchaser elects to cancel a contract, the purchaser may do so by hand-delivering notice thereof to the offeror or by mailing notice thereof by prepaid United States mail to the offeror or to his or her agent for service of process. Cancellation is without penalty, and all payments made by the purchaser before cancellation shall be refunded promptly.

**REPRESENTATIONS.** A purchaser may not rely on any representation or express warranty unless it is contained in the public offering statement or made in writing signed by the Declarant or by any person identified in the public offering statement as the Declarant's agent. The Declarant does not designate an agent for the foregoing purpose.

**SUMMARY ONLY; ASSISTANCE OF COUNSEL.** This public offering statement is only a summary of some of the significant aspects of purchasing a unit in this condominium. The condominium documents are complex, contain other important information, and create binding legal obligations. You should consider seeking the assistance of legal counsel.

**NOTICE OF CLAIMS.** CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR CONDOMINIUM UNIT. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

This Public Offering Statement (“POS”) is being furnished to prospective purchasers of Units in Vineyard Lane, a Condominium (the “Condominium”), developed by The Winery LLC, a Washington limited liability company (the “Declarant”), pursuant to a Condominium Declaration (the “Declaration”) and Survey Map and Plans (the “Survey Map and Plans”) recorded with the Auditor of Kitsap County, copies of which are attached hereto as Exhibits A and B. Capitalized terms not otherwise defined below shall have the meaning set forth in the Declaration.

a) Name and address of Condominium:

Vineyard Lane, a Condominium  
682 State Highway 305  
Bainbridge Island, WA 98110

b) Name and address of Declarant:

The Winery LLC, a Washington limited liability company  
755 Winslow Way E., Suite 200  
Bainbridge Island, WA 98110

c) Name and address of management company:

CFA  
911 Hildebrand Lane, Suite 202,  
Bainbridge Island, WA 98110

d) Relationship of management company to Declarant:

None

e) Five most recent condominium projects completed by Declarant or affiliate of Declarant within last five years:

None

f) Nature of interest being sold:

Fee simple

g) Brief description of permitted uses and restrictions relating to the Unit and the Common Elements:

See Attached Schedule (g)

h) Restrictions on leasing; right of Declarant to lease majority of Units:

Leasing of the Units is permitted, but with certain restrictions that are briefly described here, and more particularly described in Sections 10.11 and 10.12 of the Declaration. No more than nine (9) Residential Units may be leased or occupied by persons other than the Owner. Section 10.12.1. Leasing rules and restrictions include requirements for Board approval of lease arrangements, requirements as to the length and form of lease agreements, and the right of the Board of Directors to enforce the Declaration, Bylaws and Rules and Regulations of the Condominium as to lessees.

Although the Declarant intends to offer all or substantially all of the Units for sale, the Declarant reserves the right to lease a majority of the Units, notwithstanding the nine Unit limitation for rentals by Unit Owners in Section 10.12.1.

i) Number of Units and maximum number of Units that may be added:

The number of Units in the Condominium is 45 residential, four (4) of which have been designed and built for purchasers with limited income, and one (1) Commercial Unit. No other units may be added.

j) Principal common amenities include the pathways and landscaped Common Elements. In conjunction with the Commercial Unit, they also include:

- Use of the Willow Resident Lounge and exterior seating area
- Use of the Willow Multi-purpose Rooms
- Preferred access to Bed and Breakfast Rooms in the Commercial Unit

k) Limited Common Elements:

Section 8.3 of the Declaration provides for the following Residential Limited Common Elements:

- Central gardens and water feature
- Parking and storage areas
- The deck or porch adjacent to each Unit
- Stairwells, stairs, landings and walkways as shown on the Survey Map and Plans

Fifty-one (51) of the parking spaces and adjoining storage areas are assigned to the Residential Units by the Declarant as Limited Common Elements. The remaining eighteen (18) parking spaces and adjoining storage areas will be assigned to the Commercial Unit by the Declarant as Limited Common Elements, up to fourteen (14) of which it may lease to Residential Unit Owners.

l) Other real property not in the Condominium, the owner of which has access to any Common Elements:

None

m) Other real property to which Owners of Units will have access:

None

n) Status of construction:

All of the Units in the Condominium have been substantially completed.

o) Estimated current Common Expense liability for Units:

See assessments, Schedule A, which is based on the current Budget for the Association, attached as Schedule B. The budget and assessment schedule are subject to change at the end of each calendar year.

Monthly assessments include garbage collection. Water, sewer, propane and electricity will be separately billed to Unit Owners based on usage.

p) Estimated Common Expense liability payment due at closing;

The Declarant shall collect from each Unit purchaser at closing an amount equal to two months estimated Common Expense liability for the Unit which shall be a nonrefundable contribution to the initial working capital of the Association. If assessments according to the budget are being made at the time of the closing of the Unit sale, a prorated amount for the remainder of the month in which the Unit is purchased will also be collected from the Unit purchaser.

q) Estimated fees for use of Common Elements (not reflected in Common Expenses):

None

r) Any assessments constituting liens against Units or Common Elements in favor of governmental agencies:

None.

s) Parts of the Condominium (other than Units) that Owners must maintain:

The Association is responsible for maintenance and repair of all Common and Residential Limited Common Elements and shall assess each Unit for its share of such costs pursuant to Section 13.7, except that the Association may assess any Common Expenses associated with the operation, maintenance, repair and replacement of a Limited Common Element against a Unit or Units to which that Limited Common Element is assigned. The Commercial Unit shall not be assessed for any such costs as provided in Section 13.7.2.

Each Unit Owner is responsible for the maintenance, repair, replacement, restoration and insurance of the Owner's Unit. Each Owner shall, at the Owner's sole expense, keep the interior of the Unit and its appurtenant Limited Common Elements in a neat, clean and sanitary condition, free of rodents and pests, and in good order, condition and repair, and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of the Unit. See Sections 15.1, 15.2.

Unit Owners shall pay for repair or replacement of Common Elements damaged by the Owners or their tenants, licensees or invitees. See Section 15.4

t) This Condominium does not involve a conversion condominium.

u) Restrictions on timesharing:

Timesharing of Units is prohibited. See Section 10.12.4

v) Development Rights and Special Declarant Rights reserved by Declarant:

1. The right to complete improvements and otherwise perform work authorized by the Declaration. See Sections 11.1 through 11.7. The right to establish and maintain any Unit owned by the Declarant. See Section 11.2
2. The right to complete any improvements shown on the Survey Map and Plans. Declaration. See Section 11.1
3. The right to establish and maintain business offices management offices, sales and leasing offices, construction offices, storage areas and model Units. See Section 11.2
4. The right to use easements through the Common Elements for the purposes of making improvements within the Condominium and showing prospective buyers and tenants the Units owned by Declarant and the common amenities of the Condominium. See Section 11.2
5. The right to subdivide or combine or convert a Unit, Common Element or Limited Common Element. See Section 11.3.1
6. The right to convert Common Elements to Limited Common Elements and to allocate Limited Common elements with respect to and among Units. See Section 11.3.2

Declarant's Development Rights continue until the earlier of seven (7) years after the recording of the Declaration or the date on which Declarant voluntarily terminates any Development rights by recording an amendment to the Declaration. See Section 11.7.

w) Material difference between model Unit and other Units:

There is no model unit.

x) Liens on property to be conveyed to the Association:

None.

y) Physical hazards known to Declarant that particularly affect the Condominium or the immediate vicinity of the Condominium which are not readily ascertainable by purchaser:

The Condominium is bordered on the south and east by a ravine which has steep slopes. Additionally, during the construction of the Commercial Unit, the lighting, noise, dust, vibration, traffic and restricted access and areas that are a common incident of construction activities will be present on and in the immediate vicinity of the Condominium.

z) Brief description of construction warranties:

Declarant warrants that each Residential Unit and the Common Elements and Limited Common Elements are suitable for the ordinary uses of real estate of their type; that they will be in as good condition at closing as existed on the date of the sale agreement, reasonable wear and tear and damage caused by casualty or condemnation excepted; and that the Residential Units and Common Elements will be free from defective materials and constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner.

Declarant will assign to purchaser any warranties issued by the manufacturer or supplier of new equipment or appliances installed in the Unit.

aa) Building code violation citations received by Declarant which have not been corrected:

None.

bb) Any unsatisfied judgments or pending suits against the Association or that are material to the Condominium:

None.

cc) Any rights of first refusal to lease or purchase any Unit or any common element:

None

dd) Insurance:

The Association's insurance will cover the Units, but NOT any improvements, fixtures, equipment, appliances or personal property in the Units. Unit Owners must obtain their own insurance for the improvements, alterations, and personal and other property not included in the Association's policy. See Section 16 1.

ee) See Notice on Page 1 of this Public Offering Statement regarding the purchaser's right and procedures to cancel the purchase agreement.

ff) A final certificate of occupancy was not issued more than sixty months prior to the preparation of the public offering statement and so no reports or statements are required under RCW 64.34.415 or RCW 64.34.440(a).

gg) The following schedules or documents are part of this POS:

- Declaration;
- Survey Map and Plans;
- Articles of Incorporation of the Association;
- Bylaws of the Association;
- Resident Information Manual including Rules and Regulations;
- Current budget for the Association (Schedule B);
- Balance sheet of the Association current within 90 days if assessments have been collected for 90 days or more;
- Assessment Schedule (Schedule A)
- Permitted Uses & Restrictions of Units and Common Elements (Schedule (g))

hh) See Notice on Page 1 of this Public Offering Statement regarding representations and warranties.

ii) See disclaimer Notice on page 1 of this Public Offering Statement regarding the nature and purpose of this Statement.

jj) Cross references or other information that Declarant believes will be helpful to recipients of the Public Offering Statement:

None

kk) The Condominium is not intended to meet the requirements of the Housing for Older Persons exemption for the Fair Housing Act.

ll) See page 1 of this Public Offering Statement regarding the notice requirements for potential claims for defective construction.

mm) The Units and Common Elements are not covered by a qualified warranty and no such claims have been filed.

VINEYARD LAND, A CONDOMINIUM  
PUBLIC OFFERING STATEMENT ACKNOWLEDGMENT

In connection with the purchase of a Unit in Vineyard Lane, a Condominium, the undersigned Purchaser hereby acknowledges receipt, and the undersigned Selling Agent hereby certifies delivery, of a Public Offering Statement for the Condominium, together with copies of all of the documents referred to therein (the "POS").

Purchaser and Selling Agent further acknowledge: that Selling Agent does not have the authority to make, and has not made, any representation or promise on behalf of Seller; and that Seller is liable only for representations and promises contained either in the POS or other written documents signed by Seller.

Purchaser acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency" which is required by Washington State law.

PURCHASER:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

SELLING AGENT:

Dated: \_\_\_\_\_ By \_\_\_\_\_

INSTRUCTIONS TO SELLING AGENT

Upon delivery of the POS to the Purchaser, the above acknowledgment must be fully completed; signed by the Purchaser and Selling Agent; and returned to the Listing Agent. Purchase and Sale Agreements will not be accepted by Seller unless accompanied by the Purchaser's written acknowledgment of receipt of the foregoing documents.