

# CONDOMINIUM RESALE CERTIFICATE

748 Kirkland Cir Unit: Apt F103, Kirkland, WA 98033-6379

Mira

BUYER: null null

Instructions: This must be prepared by the Condominium Association, its Manager, or its authorized agent. It cannot be prepared by the real estate agent. The preparer must answer each question and attach every exhibit listed. The unit owner must sign this. The buyer should not accept this Certificate if any question is unanswered and/or any exhibit is not attached.

A buyer is not liable for any unpaid assessment or fee against the unit greater than the amount set forth below, unless the buyer had actual knowledge of a greater amount or the amount was assessed after the date of this Certificate.

If there is insufficient space below to fully answer any question, or there is additional information, which would affect any answer, the preparer should include this in the Remarks Section (Item 21).

The information furnished is based on the books and records of the Condominium Association and the actual knowledge of the preparer. Neither the Association nor the preparer guarantees the accuracy of this information, and neither assumes any obligation to supplement or update it.

## 1. RIGHT OF FIRST REFUSAL/RESTRAINTS ON ALIENATION:

There ☐ are ☒ are not any rights of first refusal or other restraints on sale of the unit.

## 2. ASSESSMENT:

- a) The monthly assessment for the unit is \$ \$596.60.
- b) Past due assessments against the unit as of **total** \$ \$0.00 **as of** July 17, 2025.
- c) There are unpaid special assessments against the unit totaling \$ N/A of which \$ N/A is past due, and the balance is payable of \$ N/A due Contact www.homewisedocs.com
- d) In addition to the monthly and special assessments in 2b & c above, \$ \$0.00 is past due and unpaid against the unit for \$0.00.
- e) Total owing at closing:  
Please obtain a Demand Statement from [www.homewisedocs.com](http://www.homewisedocs.com)

**3. DELINQUENT ASSESSMENTS RECEIVABLE:**

As of June 30, 2025 there are monthly assessments and/or special assessments against **all units** in the Condominium that are past due over 30 days, as follows:

☐ None ☒ Totaling \$ \$17,777.82

**4. DELINQUENT ASSOCIATION OBLIGATIONS:**

As of June 30, 2025 there are bills or other obligations of the Condominium Association which are past due over 30 days, as follows:

☒ None ☐ Totaling \$ \$0.00

**5. FEES AND FINES:**

The following fees are payable by Unit Owners:

Late Fee - \$50 after the 10th of the month, House Rule Fines - see House Rules, Move in Fee - \$250,  
Transfer Fee - \$250 Escrow Demand - \$200, Lender's Questionnaires - \$180 - \$250

**6. ANTICIPATED REPAIRS AND/OR REPLACEMENTS:**

a) There ☐ are ☒ are not anticipated repair and/or replacement cost in excess of  
5% of the current annual budget of the Condominium Association that have been  
approved by the Board of Directors.

If yes, list costs: N/A

b) The Condominium Association has cash reserves for repairs and /or replacements as  
of June 30, 2025, as follows:

☐ None ☒ \$ \$1,370,728

c) The amount of these Reserve that are designated for a specific project:

☒ None ☐ Describe: See reserve study breakdown

**7. RESERVE STUDY**

The Association ☒ has ☐ does not have a reserve study that ☒ does ☐ does  
not meet Washington State Law. See "Exhibit Section" of this resale for more  
information. The lack of a current reserve study poses certain risks to you, the purchaser.  
Insufficient reserves may, under some circumstances, require you to pay on demand as a  
special assessment your share of common expenses for the cost of major maintenance,  
repair, or replacement of a common element.

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**8. JUDGEMENTS AND SUITS:**

There are unsatisfied judgments against the Association, as follows:

☒ None      ☐ Totaling \$ N/A

**9. PENDING SUITS:**

There are pending suits in which the Association is a defendant or plaintiff:

☒ None      ☐ As follows: N/A

**10. ALTERATIONS OR IMPROVEMENTS TO THE UNIT OR COMMON AREA WHICH VIOLATE DECLARATION OR GOVERNMENT AGENCY:**

- a) The Board ☐ has received/given ☒ has not received/given notice in a record that any existing uses, occupancies, alterations, or improvements in or to the seller's unit or limited common area assigned to the unit that violate the Governing Documents

☐ Describe: \_\_\_\_\_

- b) The Board ☐ has received ☒ has not received notice in a record from a governmental agency of any violation of environmental, health, or building codes with respect to the seller's unit, or any other portion of the common interest community that has not been cured:

☐ Describe: \_\_\_\_\_

**11. DECLARANT UNITS/OCCUPANCY:**

- a) There are 84 units in the Condominium of which 0 owned by the Declarant/Developer.

- b) The Declarant/Developer owns units, and has ☒ transferred control of the

Association to the unit owners on ☐ has not transferred control of the Association on January 2007.

- c) Of the total number of units in the Condominium, 47 are principal residences of the owners; 37 are rented or are second homes.

- d) There ☐ is ☒ is not any one person or entity that owns more than 10% of the total units in the Condominium. If there are, the owners names and the number of units they own are:

**12. CODE VIOLATIONS:**

The units or other parts of the Condominium ☐ do ☒ do not violate health or building codes.

**13. LEASES:**

- a) The title of the unit is held in ☒ fee simple ☐ leasehold.
- b) There ☐ is ☒ is not any leasehold estate affecting the Condominium.

**14. SALE/OCCUPANCY/SALE RESTRICTIONS:**

- a) State any restrictions in the declaration affecting the amount that may be received by a unit owner upon sale, if any:  
☒ None ☐ Describe: N/A
- b) Describe any pending sale or encumbrance of common elements, if any:  
☒ None ☐ Describe: N/A
- c) Disclose the effect on the unit to be conveyed of any restrictions on the owner's right to use or occupy the unit or to lease the unit to another person, if any:  
☒ None ☐ Describe: N/A
- d) If any, provide age-related occupancy restrictions affecting the common interest community:  
☒ None ☐ Describe: N/A
- e) Are there restrictions in the Declaration affecting the amount that may be received by a unit owner upon sale:  
☒ None ☐ Describe: \_\_\_\_\_



f) Are there any pending sale or encumbrances of the common elements:

☒ None ☐ Describe: \_\_\_\_\_

**15. COMPLETION OF CONSTRUCTION:**

a) Construction of the Condominium ☒ is ☐ is not completed.

b) The Condominium ☐ is ☒ is not subject to construction of additional phases, or annexation to another condominium.

**16. CONVERSION:**

The Condominium was created from a building(s), which was ☐ new construction ☒ conversion of an existing building(s).

**17. INSURANCE:**

a) The insurance agent for the Association's master policy is:

Name: The Partners Group

Address: 1111 Lake Washington Blvd N, Suite 400 Renton, WA 98056

Phone: 425-467-3173

b) Describe any insurance coverage the Association provides for the benefit of unit owners (e.g. apartment furnishings, cabinets, appliances, water leaking from the unit into another unit, etc.):

All In Policy (Walls In) - covers the structure and all the units betterments and improvements (cabinets, counters, flooring)

**18. WARRANTY:**

The units or common elements of the condominium are not covered by a qualified warranty, and a history of claims under any such warranty.

**19. ELECTRIC VEHICLE CHARGING STATIONS.** For the electric charging stations located in the unit or the limited common elements assigned to the unit, please describe the following:

a) Application requirements and the status of any application:

N/A

b) Insurance information and requirements:

N/A

c) Maintenance responsibilities:

N/A

d) Associated costs, including any utility allocations:

N/A

e) Any other requirements:

N/A

20. **EXHIBITS:** The following exhibits must be attached:

- a) **Condominium Declaration, and any amendments thereto, showing recording numbers.**
- b) **Condominium Bylaws, and any amendments thereto.**
- c) **Condominium Rules and Regulations, and any amendments thereto.**
- d) **Current Condominium financial statement (including balance sheet, and revenue and expense statement) current to within the past 120 days. – June 2025.**
- e) **Annual Audited Statement – 2024 - Draft.**
- f) **Condominium Operating Budget – 2025 Approved.**
- g) **Reserve Study – included in the “Financial Statement/Budget” section. – 2025.**
- h) **Meeting Minutes – Last 2 years - Board does not meet monthly.**
- i) **Resolutions – Collection - 2022.**
- j) **Insurance Declaration Page – Current.**
- k) **Misc – A/C Rules and Specs.**

**A professional management company manages the Condominium:**  
**Condominium Management**  
**PO Box 3080**  
**Bellevue, WA 98009**


- I. The remaining term of the management contract is ☐ more than ☒ less than one year.
- II. Termination of the contract ☐ does ☒ does not require payment of a penalty and/or more than 90 days advance notice.

21. **REMARKS:**

Date this 07-17-2025 \_\_\_\_\_:

I certify that I am the **agent** for Mira\_\_\_\_\_.  
I am authorized to make this Certificate on behalf of the Association. To the best of my knowledge and belief, the foregoing is true and correct.

Mira\_\_\_\_\_  
The Association

By:   
Preparer: Michelle Schlichting  
Title: Community Manager  
Company: Condominium Management

I certify that to the best of my knowledge and belief, the foregoing is true and correct.

\_\_\_\_\_  
Unit Owner

*Note: Buyer understands that the real estate agent(s), if any, has not researched this information and is not qualified to advise on or interpret it. Buyer should seek independent legal, financial and/or other professional counsel with any questions or concerns.*

I acknowledge receipt of the above Resale Certificate, including each of the exhibits listed. Date:

\_\_\_\_\_, 20\_\_\_\_  
Buyer

Date: \_\_\_\_\_, 20\_\_\_\_  
Buyer

"THIS UNIT IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION, BYLAWS, RULES, AND OTHER WRITTEN INSTRUMENTS GRANTING AUTHORITY TO THE ASSOCIATION AS ADOPTED (THE "GOVERNING DOCUMENTS").

THE PURCHASER OF THIS UNIT WILL BE REQUIRED TO BE A MEMBER OF THE ASSOCIATION AND WILL BE SUBJECT TO THE GOVERNING DOCUMENTS.

THE GOVERNING DOCUMENTS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE UNIT, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS TO THE ASSOCIATION WHICH MAY INCLUDE REGULAR AND SPECIAL ASSESSMENTS, FINES, FEES, INTEREST, LATE CHARGES, AND COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES.

THE ASSOCIATION HAS A STATUTORY LIEN ON EACH INDIVIDUAL UNIT FOR ANY UNPAID ASSESSMENT FROM THE TIME IT IS DUE. FAILURE TO PAY ASSESSMENTS COULD RESULT IN THE FILING OF A LIEN ON THE UNIT AND LOSS OF THE UNIT THROUGH FORECLOSURE.

THE GOVERNING DOCUMENTS MAY PROHIBIT OWNERS FROM MAKING CHANGES TO THE UNIT WITHOUT REVIEW AND THE APPROVAL OF THE ASSOCIATION, AND MAY ALSO IMPOSE RESTRICTIONS ON THE USE OF [THE] UNIT, DISPLAY OF SIGNS, CERTAIN BEHAVIORS, AND OTHER ITEMS.

PURCHASERS OF THIS UNIT SHOULD CAREFULLY REVIEW THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION, THE CURRENT STATE OF THE ASSOCIATION'S FINANCES, THE CURRENT RESERVE STUDY, IF ANY, THE GOVERNING DOCUMENTS, AND THE OTHER INFORMATION AVAILABLE IN THE RESALE CERTIFICATE. THE GOVERNING DOCUMENTS CONTAIN IMPORTANT INFORMATION AND CREATE BINDING LEGAL OBLIGATIONS. YOU SHOULD CONSIDER SEEKING THE ASSISTANCE OF LEGAL COUNSEL."

## Comments Addendum

PLEASE READ ALL RULES AND REGULATIONS.

Resident Information form needs to be filled out and returned to management upon closing of the unit.

There is a \$250 move in fee for both buyer and/or tenant.

The Board adopted new rules specific to the installation of A/C units at Mira. Documents are attached.

Buyer needs to make sure to get the mailbox and pool key from the seller. A new pool key is \$25.

Master Policy Insurance deductible is \$50,000 per unit not per loss. Owners need to make sure they have the proper amount on the dwelling coverage to cover the deductible for their unit. If the unit is a rental landlords need to make sure they have proper coverage to cover lost rent for a minimum of 12 months due to a loss. ALL tenants should carry renters insurance to cover personal contents.

Buyers need to make sure that the mailbox keys and location are given by the seller as the Association does not have keys to the mailboxes.

Only 2 common household pets are allowed in each unit. No weight limit.

There is no rental cap but owner must contact management BEFORE putting the unit up for rent. If the unit is rented and management is not notified the result will be a \$500 fine.

ALL number spaces whether covered or not are owned by units. The Association only has 10 "Visitor" spaces and those can only be used by visitors for 24 hours. There is street parking if needed. Parking is strictly enforced.

# **Annual Audit**

## **Mira**

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
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**ITEMS NEEDED FOR FINAL REPORT:**

- 1) Water Reimbursement Reports**
- 2) Complete Management Inquiries Form**

**Mira Owners Association  
Financial Statements  
For the Year Ended December 31, 2024**



**NEWMAN**  
Certified Public Accountant, PC

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Mira Owners Association  
Financial Statements  
For the Year Ended December 31, 2024

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**NEWMAN**  
Certified Public Accountant, PC

## **Independent Auditor's Report**

To the Board of Directors of Mira Owners Association

### **Opinion**

We have audited the accompanying financial statements of Mira Owners Association, which comprise the balance sheet as of December 31, 2024, and the related statements of revenues, expenses and changes in fund balances and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Mira Owners Association as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Mira Owners Association and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Emphasis of Matter - Future Major Repairs and Replacements**

Our audit was made for the purpose of forming an opinion on the basic financial statements taken as whole. We have not applied procedures to determine whether the funds designated for future major repairs and replacements as discussed in Note 5 are adequate to meet such future costs because that determination is outside the scope of our audit. Our opinion is not modified with respect to that matter.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Mira Owners Association's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Mira Owners Association's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Mira Owners Association's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

### **Disclaimer of Opinion on Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that supplementary information on Future Major Repairs and Replacements on page 12 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Bellevue, Washington  
XX/XX/XXXX

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**Mira Owners Association  
Balance Sheet  
December 31, 2024**

	<b>Operating Fund</b>	<b>Replacement Fund</b>	<b>Total</b>
<b>Assets</b>			
Cash and cash equivalents	\$ 36,144	\$ 491,707	\$ 527,851
Investments	-	709,964	709,964
Assessments receivable	9,508	-	9,508
Allowance for doubtful accounts	(6,359)	-	(6,359)
Utility reimbursements receivable	17,250	-	17,250
Interest receivable	-	19,656	19,656
Prepaid insurance	82,848	-	82,848
Prepaid expenses	1,500	-	1,500
Due from (to) fund	(40,487)	40,487	-
<b>Total assets</b>	<u><u>\$ 100,404</u></u>	<u><u>\$ 1,261,814</u></u>	<u><u>\$ 1,362,218</u></u>
<b>Liabilities</b>			
Accounts payable	\$ 24,260	\$ -	\$ 24,260
Income tax payable	5,420	-	5,420
Prepaid assessments	17,568	-	17,568
Deposits	5,474	-	5,474
Contract liabilities (assessments received in advance - replacement fund)	-	1,261,814	1,261,814
<b>Total liabilities</b>	<u>52,722</u>	<u>1,261,814</u>	<u>1,314,536</u>
<b>Fund balances</b>	<u>47,682</u>	<u>-</u>	<u>47,682</u>
<b>Total liabilities and fund balances</b>	<u><u>\$ 100,404</u></u>	<u><u>\$ 1,261,814</u></u>	<u><u>\$ 1,362,218</u></u>

**Mira Owners Association**  
**Statement of Revenues and Expenses and Changes in Fund Balances**  
**For the Year Ended December 31, 2024**

	<b>Operating Fund</b>	<b>Replacement Fund</b>	<b>Total</b>
<b>Revenues</b>			
Owners' assessments	\$ 310,597	\$ 161,517	\$ 472,114
Water reimbursements	68,212	-	68,212
Interest	163	41,508	41,671
Other member income	3,780	-	3,780
<b>Total revenues</b>	<u>382,752</u>	<u>203,025</u>	<u>585,777</u>
<b>Expenses</b>			
Utilities			
Electricity	7,660	-	7,660
Water and sewer	96,876	-	96,876
Telephone	1,684	-	1,684
Trash removal	34,894	-	34,894
	<u>141,114</u>	<u>-</u>	<u>141,114</u>
Common Area			
Landscape and irrigation	47,447	13,069	60,516
Common area repairs and maintenance	45,219	36,912	82,131
Pest control	3,018	-	3,018
Pool and spa	-	10,013	10,013
Asphalt	-	143,031	143,031
	<u>95,684</u>	<u>203,025</u>	<u>298,709</u>
Administrative			
Insurance	88,753	-	88,753
Management	35,600	-	35,600
Legal and professional	4,527	-	4,527
Payroll and related expenses	39,926	-	39,926
Administrative expense	3,619	-	3,619
Bad debt expense	5,313	-	5,313
Income tax expense	8,197	-	8,197
	<u>185,935</u>	<u>-</u>	<u>185,935</u>
<b>Total expenses</b>	<u>422,733</u>	<u>203,025</u>	<u>625,758</u>
<b>Excess (deficit) of revenues over (under) expenses</b>	(39,981)	-	(39,981)
<b>Beginning fund balances</b>	97,791	-	97,791
Prior period adjustment	(10,128)	-	(10,128)
<b>Ending fund balances</b>	<u>\$ 47,682</u>	<u>\$ -</u>	<u>\$ 47,682</u>

**Mira Owners Association  
Statement of Cash Flows  
For the Year Ended December 31, 2024**

	<b>Operating Fund</b>	<b>Replacement Fund</b>	<b>Total</b>
<b>Excess (deficit) of revenues over (under) expenses</b>	\$ (39,981)	\$ -	\$ (39,981)
Adjustments to reconcile excess (deficit) of revenues over (under) expenses to net cash provided (used) by operating activities			
Decrease (Increase) in operating assets:			
Assessments receivable	(6,454)	-	(6,454)
Allowance for doubtful accounts	5,313	-	5,313
Utility reimbursements receivable	563	-	563
Interest receivable	-	(18,580)	(18,580)
Prepaid insurance	(11,893)	-	(11,893)
Increase (Decrease) in operating liabilities:			
Accounts payable	1,337	-	1,337
Income tax payable	3,397	-	3,397
Prepaid assessments	(653)	-	(653)
Contract liabilities (assessments received in advance - replacement fund)	-	43,455	43,455
Prior period adjustment	(10,128)	-	(10,128)
Total adjustments	(18,518)	24,875	6,357
<b>Net cash provided (used) by operating activities</b>	(58,499)	24,875	(33,624)
Cash provided (used) by investing activities:			
Investments	-	41,500	41,500
<b>Net cash flows from investing activities</b>	-	41,500	41,500
Cash provided (used) by financing activities:			
<b>Net cash flows from financing activities</b>	-	-	-
<b>Net increase (decrease) in cash and cash equivalents</b>	(58,499)	66,375	7,876
<b>Beginning cash and cash equivalents</b>	94,643	425,332	519,975
<b>Ending cash and cash equivalents</b>	\$ 36,144	\$ 491,707	\$ 527,851
<b>SUPPLEMENTAL DISCLOSURE</b>			
Income taxes paid			\$ 4,800
Interest paid			\$ -

**Mira Owners Association**  
**Notes to Financial Statements**  
**For the Year Ended December 31, 2024**

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**1. Organization**

Mira Owners Association (the "Association") was incorporated on March 7, 2006, as a nonprofit corporation under the laws of Washington for the purposes of maintaining and preserving common property. The Association consists of 84 residential condominiums and is located in Kirkland, Washington.

**2. Date of Management's Review**

In preparing the financial statements, the Association has evaluated events and transactions for potential recognition or disclosure through XX/XX/XXXX, the date that the financial statements were available to be issued.

**3. Summary of Significant Accounting Policies**

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the Board of Directors to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ significantly from those estimates.

Fund Accounting

The Association's governing documents provide certain guidelines for governing its financial activities. To ensure observance of limitations and restrictions on the use of financial resources, the Association maintains its accounts using fund accounting. Financial resources are classified for accounting and reporting purposes in the following funds established according to their nature and purpose:

Operating Fund - The fund is used to account for financial resources available for the general operations of the Association.

Replacement Fund - The fund is used to accumulate financial resources designated for future major repairs and replacements.

Members Assessments and Allowance for Credit Losses

Association members are subject to monthly assessments to provide funds for the Association's operating expenses and major repairs and replacements. Assessment revenue is recognized as the related performance obligations are satisfied at transaction amounts expected to be collected. The Association's performance obligations related to its operating assessments are satisfied over time on a daily pro-rata basis using the input method. The performance obligations related to the replacement fund assessments are satisfied when these funds are expended for their designated purpose.

Assessments receivable at the balance sheet date are stated at the amounts expected to be collected from outstanding assessments from unit owners. The Association's policy is to retain legal counsel and place liens on properties of owners whose assessments are delinquent. Any excess assessments at year end are retained by the Association for use in the succeeding year. The Association treats uncollectible assessments as credit losses. Methods, inputs, and assumptions used to evaluate when assessments are considered uncollectible include closely monitoring of outstanding assessment balances by management, member payment history of outstanding assessment balances, and susceptibility to factors outside the Association's control. The balances of assessments receivable as of the beginning and end of the year are \$3,054 and \$9,508, respectively. After the Board of Directors has exhausted all efforts to collect delinquent accounts, the Board of Directors may elect to write off uncollectible balances.

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Order: GB4EJMQNX

Address: 748 Kirkland Cir Apt F103

Order Date: 07-07-2025

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**Mira Owners Association  
Notes to Financial Statements  
For the Year Ended December 31, 2024**

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The Association recorded an allowance for credit losses of \$6,359 to reflect an estimate of accounts that may not be collectible.

**Property and Equipment**

Real property and common areas acquired from the developer and related improvements to such property are not recorded in the Association's financial statements because those properties are owned by the individual unit owners in common and not by the Association.

**Contract Liabilities (Assessments received in advance – replacement fund)**

The Association recognizes replacement fund (reserves) revenue from members as related performance obligations are satisfied. A contract liability (assessments received in advanced – replacement fund) is recorded when the Association has the right to receive payment in advance of satisfaction of performance obligations related to replacement reserve assessments. The balance of Contract Liabilities (assessments received in advanced – replacement fund) as of the beginning and end of the year are \$1,218,359 and \$1,261,814, respectively.

**Income Tax**

The Association's policy is to record interest expense or penalties related to income tax in operating expenses.

**Interest Income**

Interest income is recognized when earned and allocated to the operating and replacement funds in proportion to the interest-bearing deposits of each fund.

**Cash and Cash Equivalents**

Cash and cash equivalents include the Association's cash, checking accounts, money market funds and investments in certificates of deposit with original maturities of 90 days or less.

**Investments**

Investments consist of certificates of deposit and other securities and investment accounts with original maturities of more than 90 days.

**Concentration of Credit Risk**

The Association maintains bank accounts with balances that exceed FDIC federal insurance of \$250,000. The financial institution may carry private insurance, which may or may not be sufficient to reimburse for any losses. At December 31, 2024, \$279,764 was exposed to risk.

**4. Income Taxes**

Common Interest Realty Associations are generally taxed either as a qualifying Internal Revenue Code (IRC) Section 528 homeowners' association or as a regular corporation subject to the special provisions of IRC Section 277 for membership organizations. For the current year, the Association is filing Form 1120 for its federal income tax return. The income tax filing determination is assessed for each tax year and only pertains to the tax year being evaluated.

IRC Section 277 requires that the Association separates all of its income and expense activity between three categories: membership, nonmembership and capital. Taxable income includes excess membership income that has not been deferred by a valid Revenue Ruling 70-604 election, and net nonmember income, such as: interest income, other



**Mira Owners Association**  
**Notes to Financial Statements**  
**For the Year Ended December 31, 2024**

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investment income, and other nonmember sourced income. Certain expenses were allocated to offset a portion of the Association's gross nonmember income. The Form 1120 tax rate is 21%.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Association and recognize a tax liability if the Association has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. Management has analyzed the tax positions taken by the Association and has concluded that as of the year end, there are no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the financial statements. The Association is subject to routine audits by taxing jurisdictions. The Internal Revenue Service can examine the Association's income tax returns generally up to three years. There are currently no audits in progress for any tax period.

#### **5. Future Major Repairs and Replacements**

The Association's governing documents require funds to be accumulated for future major repairs and replacements. Accumulated funds are held in separate bank accounts and are generally not available for operating fund expenses.

The Board of Directors conducted a reserve study to estimate the remaining useful lives and the replacement costs of the components of common property. The table included in the unaudited Supplementary Information on Future Major Repairs and Replacements is based on this study.

The Association is funding such major repairs and replacements over the estimated useful lives of the components based on the study's estimates of current replacement costs, considering amounts previously accumulated in the replacement fund. Actual expenditures, however, may vary from estimated amounts and the variations may be material. Therefore, amounts accumulated in the replacement fund may or may not be adequate to meet future needs. If additional funds are needed, however, the Association has the right, subject to member approval, to increase regular assessments or to levy special assessments, or it may delay major repairs and replacements until funds are available.

#### **6. FASB ASC 606 Revenue Recognition**

The Financial Accounting Standards Board (FASB) issued ASC 606 guidance, Revenue from Contracts with Customers, effective January 1, 2019, which superseded the revenue recognition requirements in FASB ASC 972-605, Real Estate - Common Interest Realty Associations (CIRA), Revenue Recognition. The Association has presented the attached financial statements in accordance with FASB ASC 606. Assessments attributed to the Operating Fund are recognized in the period earned. Assessments allocated to the Replacement Fund are recognized as revenue only when there are replacement fund expenditures, and to the extent the replacement fund expenditures exceed replacement fund interest income.

The cumulative balance of Replacement Fund assessments that have not been recognized as income are accumulated as deferred replacement fund assessments and presented as Contract Liabilities (Assessments received in advance - Replacement fund) on the Balance Sheet. Deferred replacement fund assessments are increased by unrecognized replacement fund assessments and decreased as replacement fund assessments are recognized as revenue in the Statement of Revenue and Expenses and Changes in Fund Balances.

Contract liabilities (assessments received - in advance - replacement fund) as of January 01, 2024	\$ 1,218,359
Assessments budgeted for Replacement Fund	204,972
Recognized Replacement Fund assessments	<u>(161,517)</u>
Contract liabilities (assessments received - in advance - replacement fund) as of December 31, 2024	<u>\$ 1,261,814</u>

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**Mira Owners Association  
Notes to Financial Statements  
For the Year Ended December 31, 2024**

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**7. Due From (To) Fund**

The balance of the due from (to) fund accounts as of December 31, 2024 totaled \$40,487. The balance comprised primarily of unpaid monthly budgeted Replacement Fund contributions from the Operating Fund. As of December 31, 2024, operating Cash and Cash Equivalents totaled \$36,144.

**8. Utility Reimbursements Receivable**

The Association receives water reimbursements from a water metering company for the homeowners' portion of water expenses paid by the Association. During the year ended December 31, 2024, the Association recognized water reimbursement income totaling \$68,212 and recorded a water meter reimbursement receivable totaling \$17,250.

**9. Prior Period Adjustment**

A prior period adjustment was recorded to account for prior period expenses, totaling \$10,128.

**Mira Owners Association**  
**Supplementary Information on Future Major Repairs and Replacements**  
**December 31, 2024**  
**(Unaudited)**

The Association's Board of Directors, in conjunction with a reserve study expert, conducted a reserve study dated November 16, 2023, to estimate the remaining useful lives and the replacement costs of the components of common property. Replacement costs were based on the estimated costs to repair or replace the common property components at the date of the study. Estimated current costs have not been revised since that date and do not take into account the effects of inflation between the date of the study and the date that the components will require repair and replacement.

The following information is based on the study and presents significant information about the components of common property.

Study Component	Estimated remaining useful lives (years)	Estimated current replacement costs
Site and grounds	0-17	\$ 376,750
Recreation	1-25	149,250
Building exteriors	0-20	3,677,850
System and equipment	0-14	28,800
		<u>\$ 4,232,650</u>
Interest rate		<u>1.00%</u>
Inflation rate		<u>3.00%</u>

See the Balance Sheet for replacement fund cash, cash equivalents and investments balances at December 31, 2024

# **Annual Homeowners Meeting Minutes**

## **Mira**

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# **Approved Resolutions**

## **Mira**

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
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**Resolution Policy for Collection  
of Delinquent Accounts**

**The Board of Directors of  
Mira, A Condominium**

WHEREAS the Board of Directors of the Association is charged with the responsibility of collecting assessments for common expenses from homeowners pursuant to **Article 17** of the Declaration;

WHEREAS from time to time homeowners become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their accounts current;

WHEREAS the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue;

WHEREAS the Board has retained the Association's attorneys for their experience in representing condominium and homeowners associations in collections and other matters;

WHEREAS the Board has directed the Association's attorneys to represent of the Association on the terms outlined in this resolution; NOW, THEREFORE, BE IT RESOLVED that:

1. The Association's attorneys shall pursue all collection and other matters which the Board, acting through the Manager, may from time to time refer to them and to provide any advice and counsel which the Board may from time to time require.
2. The Manager, acting on behalf of the Association, shall pay the Association's attorneys their usual and customary charges for time incurred in connection with their representation of the Association, together with all costs incurred by the firm, including but not limited to fees and charges for filing, service of process, messenger service, photocopies, postage, long distance calls, investigator's services, credit reports, and title reports, promptly upon receipt of the monthly invoice.
3. Pursuant to Article 17 of the Declaration there is hereby levied against any assessment account which is not paid in full as of the fifteenth (15th) day of the month a late fee in the amount of Fifty Dollars (\$50.00) which the Manager is authorized and directed to charge to and collect from any delinquent homeowner.
4. The Manager is directed to send to any homeowner who is more than fifteen (15) days delinquent in the payment of regular or special assessments, or other charges authorized by the Association's Governing Documents (hereinafter referred to as "Assessments"), a written notice (hereinafter referred to as the "First Notice") of the late fee and a request for immediate payment.
5. The First Notice and the Second Notice sent by the Manager to the delinquent owner shall state that any request for special consideration of hardship circumstances, including all reasons why the Board should consider the request, must be submitted in writing to the Board before the Assessment becomes sixty (60) days delinquent, together with a request for a hearing, or in the alternative, a request that the determination be made by the Board based on the written request, and if not so submitted, then such request shall have been deemed waived.
6. The Manager is directed to send to any homeowner who is more than one (1) month delinquent in the payment of Assessments written notice (hereinafter referred to as the "Second Notice") that, if the account is not paid in full within fifteen (15) days, a Notice of Claim of Lien will be recorded and

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a copy thereof will be forwarded to any lender with a mortgage against the unit.

7. The Manager is directed to file a Notice of Claim of Lien against the delinquent unit as described in the letter to the homeowner and is further directed to send a copy thereof to the homeowner's lender if the homeowner's Assessments remain delinquent for fifteen (15) days after the date of the Second Notice.

8. The Manager is directed to send to any homeowner who is more than sixty (60) days delinquent in the payment of Assessments, a written notice (hereinafter referred to as the "Third Notice"), that if the account is not paid in full within ten (10) days it will be turned over to the Association's attorneys for collection and the homeowner will be liable for payment of the minimum charge imposed by the Association's attorneys to cover fees and costs charged to the Association.

9. The Manager is directed to refer any account which remains delinquent for ten (10) days after the Third Notice to the Association's attorneys for collection.

10. The Manager is directed to consult with the Association's attorneys and turn over for collection immediately any account where the owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit.

11. The following policies apply to all delinquent accounts turned over to the Association's attorneys for collection:

(a) All contacts with a delinquent homeowner shall be handled through the Association's attorneys. Neither the Manager nor any Association officer or director shall discuss the collection of the account directly with a homeowner after it has been turned over to the Association's attorneys unless one of the Association's attorneys is present or has consented to the contact.

(b) All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorneys until the account has been brought current.

(c) A three month security deposit shall be assessed on the account as authorized by Article 17 of the Declaration; provided however, that the Association's attorneys are granted the discretion to waive this security deposit in whole or in part under circumstances which they deem to be appropriate.

(d) The Association's attorneys' minimum legal fee shall be assessed against each delinquent unit and its owner (including repeat offenders) when the account is turned over to the Association's attorneys for collection. That amount shall be credited against the fees and costs actually incurred in the collection of the homeowner's account. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent unit and owner and shall be collectable as an Assessment as provided in Article 17 of the Declaration and RCW 64.34.364(14).

(e) To the extent that the Association's attorneys, in their discretion, consider it to be appropriate in the circumstances, they are authorized to enter into an installment payment plan, secured by a Stipulation for Judgment; provided, however, that any payment plan which provides for a down payment of less than the greater of one third (1/3) of the delinquent balance or twice the current monthly assessment, or monthly payments of less than twice the current assessment amount, or a duration in excess of six (6) months shall require the approval of the Board president.

(f) Where, at the expiration of the period specified in the Association's

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attorneys' demand letter, an account remains delinquent and without a payment plan embodied in a signed Stipulation for Judgment or a signed agreement by a renter to pay rent, or in the event of a default under the terms of either agreement, the Association's attorneys are authorized to take such further action as they, in consultation with the Board president, believe to be in the best interest of the Association, which includes, without limitation:

- Filing suit against the delinquent homeowner for money due pursuant to Article 17, of the Declaration.
- Instituting a non-judicial action for foreclosure of the Association's lien, pursuant to Article 16 of the Declaration.
- Filing a proof of claim in bankruptcy; or
- Instituting a judicial action for foreclosure of the Association's lien, pursuant to Article 17 of the Declaration and seeking the appointment of a receiver for the unit pursuant to Article 17 of the Declaration.

12. A copy of this resolution shall be sent to all homeowners at their last known addresses.

This resolution was adopted by the Board of Directors on January 15, 20 22, and takes effect January 15, 20 22.

  
President

ATTEST:

  
Secretary

# **Articles of Incorporation**

## **Mira**

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MAR 07 2006

STATE OF WASHINGTON

LR

## ARTICLES OF INCORPORATION

OF

## MIRA OWNERS ASSOCIATION

602590812

03/07/2006 799110  
\$0.00 Document  
Only  
Tracking ID:  
1064602  
Doc No: 799110-002

The undersigned, acting as incorporator of a corporation under the Washington Nonprofit Corporation Act (Ch. 24.03 RCW), adopts the following Articles of Incorporation for the corporation.

ARTICLE 1. Name

The name of this corporation is Mira Owners Association.

ARTICLE 2. Duration

The duration of this corporation is perpetual.

ARTICLE 3. Purposes

This corporation is organized to provide an entity pursuant to the Washington Condominium Act (Ch. 64.34 RCW), hereinafter called the "Condominium Act," for the operation of Mira, a condominium, located in King County, Washington, and to engage in all such activities as are incidental or conducive to the attainment of the objectives of the corporation and all activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this corporation. The powers of this corporation shall be subject to and shall be exercised in accordance with the Condominium Act and the provisions of the Condominium Declaration for Mira, a condominium, as it may from time to time be amended, hereinafter referred to as the "Declaration."

ARTICLE 4. Dissolution

Upon dissolution or final liquidation of the corporation, the assets of the corporation shall be distributed among the members of the corporation in accordance with the Condominium Act and the Declaration.

ARTICLE 5. Members

The corporation shall have one class of members, which shall consist of the owners of the units at Mira, a condominium. The rights, privileges, and obligations of the members are set forth in the Condominium Act, the Declaration, and the Bylaws of the corporation.

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ARTICLE 7. Directors

Claudette Scott  
1411 4<sup>th</sup> Avenue, Suite 850  
Seattle, Washington 98101

Craig Dwyer  
1411 4<sup>th</sup> Avenue, Suite 850  
Seattle, Washington 98101

Kari Ciardi  
1411 4<sup>th</sup> Avenue, Suite 850  
Seattle, Washington 98101

A director of the corporation shall not be personally liable to the corporation or its members for monetary damages for conduct as a director, except for liability of the director (a) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (b) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (c) for conduct violating Section 23B.08.310 of the Washington Business Corporation Act.

ARTICLE 9. Indemnification

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regard to the limitations in RCW 23B.08.510 through 23B.08.550 of the Washington Business Corporation Act, or any other limitation which may hereafter be enacted to the extent such limitation may be disregarded if authorized by the Articles of Incorporation, to the full extent and under all circumstances permitted by applicable law.

Any indemnification provided under this Article shall, unless limited by the terms of the undertaking to indemnify, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of his or her heirs, executors, and administrators.

Any repeal or modification of this Article by the directors or members of the corporation shall not adversely affect any right or protection of any individual who is or was a director or officer of the corporation existing at the time of such repeal or modification.

ARTICLE 10. Amendment

Any amendment to these Articles of Incorporation shall require the approval of not less than sixty-seven percent (67%) of the votes of the members of the corporation and such other approvals as may be required in the Declaration.

ARTICLE 11. Incorporator

The name of the incorporator is Cheryl Conklin. Her address is 1780 Barnes Blvd. S.W., Bldg. G, Tumwater, Washington 98512-0410.

Executed on March 7th, 2006.

  
CHERYL CONKLIN, INCORPORATOR

CONSENT TO SERVE AS REGISTERED AGENT

National Registered Agents, Inc. ("NRAI") hereby consents to serve as Registered Agent in the State of Washington for Mira Owners Association. NRAI understands that as agent for the corporation, it will be its responsibility to receive service of process in the name of the corporation; to forward all mail to the corporation; and to immediately notify the office of the Secretary of State in the event of its resignation, or of any changes in the registered office address of the corporation for which it is agent.

NATIONAL REGISTERED AGENTS, INC.

By: Cheryl Conklin  
Cheryl Conklin, Its Assistant Secretary

NAME OF REGISTERED AGENT:

National Registered Agents, Inc.

ADDRESS OF REGISTERED AGENT:

1780 Barnes Blvd. S.W., Bldg. G,  
Tumwater, Washington 98512-0410

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# **Board Meeting Minutes**

## **Mira**

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**MIRA CONDOMINIUMS**  
**Board of Directors Meeting Minutes**  
**Monday, September 16th, 2024**

**Attendees:**

Condo Management	Michelle Schlichting
Condo Board	Kaylee, Bryan, Charles (arrived @ 7:39pm)

**HOMEOWNER'S FORUM**

No homeowners present.

**CALLED TO ORDER AT 7:33pm**

- Approval of minutes from last meeting 05-20-24.
  - Approved by Bryan & Kaylee

**EMAIL VOTES TO RATIFY** - None

**BUSINESS**

- Banking
  - Created another CD before Fed interest rates are expected to drop later this month
    - \$200,000 at 5.13%
  - In December will determine if maturing CD can be renewed at the same rate or if we need some of the money
- Reserve Study to be completed in the next couple weeks
  - Around \$1.4M in reserves
- Delinquencies
  - C303
    - Previously went to collections, but has since stopped
    - Currently owes around \$7000
  - Turn C303 over to our attorney for collections
    - Approved by Bryan and Kaylee
- Budget
  - Next meeting we will review the proposed budget
  - Removing water submetering to save of on Minol's fees
- Annual General Meeting - November 18th Meeting
- Newsletter
  - Includes a save the date for annual general meeting
- Pool
  - Closed for the season
  - Michelle to reach out to Roger about a new spa cover
- Britain
  - Michelle has been micromanaging him for months and advises that we let him go
  - Let Britain go
    - Approved by Charles, Bryan and Kaylee
  - Close hot tub until have someone to take care of it
    - Approved by Charles, Bryan and Kaylee



- Michelle to send out notice to residents notifying them of the closure
- Currently spending \$35,000 for annual wage for a property maintenance person
- Likely more cost-effective to hire out jobs, except for in the maintenance of the pool & spa
  - Need daily checks of the pool/spa required by the county
  - Ideally get volunteers or pay someone in the condominium to do daily maintenance
  - Michelle to advertise for pool/hot tub year-round position in the upcoming newsletter
- Michelle to talk with property maintenance person at other property to see if they would like to take over the position
- Scott to come out to change master codes to clubhouse/pool
- Maintenance calendar
  - See what maintenance can be bundled together to make it more cost effective
  - Michelle to share the maintenance schedule/calendar with the Board
- Board Dinner
  - Wednesday, October 16 at 5:30pm
  - Will also review the budget before sending out to owners in preparation for annual meeting

**Next Meeting – October 16th (Board dinner and budget review)**

**Annual General Meeting — November 18th at 6:30pm**

**MEETING ADJOURNED AT 8:19pm**

**MIRA CONDOMINIUMS**  
**Board of Directors Meeting Minutes**  
**Monday, April 15th, 2024**

**Attendees:**

Condo Management	Michelle Schlichting
Condo Board	Kaylee, Bryan

**HOMEOWNER'S FORUM**

No homeowners present.

**CALLED TO ORDER AT 6:31pm**

- Approval of minutes from last meeting 04-15-24.
  - Approved by Bryan and Kaylee

**EMAIL VOTES TO RATIFY** - None

**BUSINESS**

- Pool
  - Opening for the long weekend
  - Pool has been prepped
    - Britain got cover off
    - Roger out tomorrow or Wednesday
    - Need more chemicals
    - Britain checking water daily
    - Britain will be out of town Friday to Tuesday
  - Bathrooms look great and are now safe!
    - Fire hazards fixed
    - Thermostat locked so it is set to a reasonable temperature
      - Prevent mold and freezing
      - Key in the clubhouse
- Landscaping
  - Looking great since we've increased the scope of our contract
  - Michelle meeting them for a walkthrough soon
- Asphalt
  - 2 bids total
    - 3 companies walked through the property, but one didn't provide a bid
    - 12 month warranties on each bid
  - Michelle has good experience with Rain City Paving
    - They have fixed things for free passed the warranty period
    - Michelle has no experience with the AC Moate
  - Move forward with Rain City Paving - Approved by Brian & Kaylee
    - Based on Michelle's experience and lower price
  - Will need to fix water coming through asphalt when they redo it
    - Asphalt companies can fix some broken pipes, if that's the cause
    - Michelle has contacts for any other root cause

- Water Heaters
  - 42 units have replaced their heaters!
- Water Valves
  - Handful of units have replaced their valves
  - Regulators Plumbing willing to provide a price since they have replaced valves in several units thus far
- Insurance
  - Hoping premiums stay stable due to water heater/valve replacements
- AC
  - Several units adding ductless heat pumps this year
    - So far all 2nd & 3rd floor units
  - Lowest bid has been just under \$20k
  - Units are easy to service oneself, especially during the early years
    - Want to remind owners to maintain their units
- Summer party
  - Low participation from owners, but the Board could get together

#### **PROPERTY MANAGERS REPORT**

- Delinquencies
  - In better standing
  - C201 has been handed off to the attorney
    - Still no response when Michelle has tried to contact them
  - Unit owned by the estate has started to pay again and has paid back taxes, so is no longer at risk of foreclosure
- Note: we still want to look to adding rent intercept clause to our governing documents, so if a unit is at the risk of foreclosure we may be able to get some money back
- Budget
  - Will start prepping this summer
  - Water metering
    - Michelle is reaching out to Minol next week
    - If we decide to remove Minol, the budget will be updated appropriately

**Next Meeting – September (or earlier if needed)**

**MEETING ADJOURNED AT 7:04pm**

**MIRA CONDOMINIUMS**  
**Board of Directors Meeting Minutes**  
**Monday, April 15th, 2024**

**Attendees:**

Condo Management	Michelle Schlichting (Condominium Management)
Condo Board	Kaylee, Bryan, Charles

**HOMEOWNER'S FORUM**

No homeowners present.

**CALLED TO ORDER AT 6:37 pm**

- Approval of minutes from last meeting 02-12-24.
  - Approved by Byran, Charles and Kaylee

**TREASURER'S REPORT**

- Any other financial business
  - CD's set up – earning between 4.75% - 5.25% interest
    - 1 CD renewed for 52 weeks as money is not needed at 4.75%
    - 2 CDs will mature in June – recommend letting one roll over at 4.75% and putting the other into cash for summer projects
      - Need to make final decision in May
    - Final CD to mature in December
    - Currently \$201,000 in liquid reserves
      - Generally move money into CDs if over \$250,000 to ensure liquid account remains fully FDIC protected

**EMAIL VOTES TO RATIFY** - None

**PROPERTY MANAGERS REPORT**

- Delinquency report 03-31-24 – provided to the Board
  - C103 is getting foreclosed on by King Country for unpaid taxes
    - Unit has until September to pay county taxes or it'll get sold
    - We'd lose all our money if the county forecloses on it
    - No rent intercept in our condo's governing documents, so there's no additional actions we can take at this point
  - C303
    - Turned over to the attorney previously
    - Was previously paying, but has stopped again
    - Previous security deposit has been used up
    - Owner hasn't responded for months
    - Motion to turn unit C303 over to the attorney for collections
      - Approved by Bryan, Charles and Kaylee
  - Look to adding rent intercept clause to our governing documents
    - Generally have a ballot with multiple separate amendments

- Michelle look into potential amendments we may want to add
  - Amendment cost about \$1000 each
  - Rewrite governing documents cost around \$5000
- Newsletter – to go out by Friday

## **BUSINESS**

- Water Heater Replacement
  - Going very well!
  - 28 units have replaced/will soon replace their water heaters by Fast Water Heaters out of approximately 50 units
  - Will post notices on any units that haven't informed us that they updated their old heaters once we reach the June 30th deadline
- Bathroom/Water Heater issues
  - Water was shut off to replace water heater and shower tiles
  - Scott was working in the bathrooms after the water was turned back on and noticed that the walls were saturated with water. Turns out the shower manifold broke. Luckily the damage can all be fixed without moving the new water heater or redoing the shower tiles.
  - Bathroom light/fan was a fire hazard (visible sparking marks) - being replaced
  - Bathroom backing material was being heated when the heating was on (another fire hazard)
  - Hot tub closed until shower/bathrooms completed
- Pool
  - Pool aiming to open May long weekend
  - Britain is working on cleaning up pool house
- Residents dumping when moving out
  - Owner fined for tenant leaving a bed at the dumpster after tenant explicitly being told they couldn't.
  - Reminder added to the upcoming newsletter
  - Not many other good solutions
    - Cameras at dumpster hasn't worked well at other properties.
  - Michelle currently reaches out to Britain to monitor dumpsters when units are sold
- Mulch
  - Put down at the end of March
  - Looks great!
- Walkways
  - Britain pressured washed walkways
- Carports
  - Britain to clean the carport roofs in the coming weeks
- More lights in carports
  - Limited power supply to carports
  - Electrician is working up numbers due to potential power issues
    - Looking into changing the lights with more energy efficient options or lights that are already motion activated.
- Asphalt Bid
  - One bid provided to the Board
  - Michelle met with 2 companies, but has already received one so far
  - Recommendation from both companies - Overlay
    - Vast majority of the asphalt would come out and new asphalt would come in
    - more money but can fix major problems such as the ongoing water problem by the B

building

- B Building asphalt was previously patched (around 5 years ago) but continues to deteriorate
  - no sealing required for a year
  - should last 20-30 years if maintained properly
  - Current bid: \$130k to overlay in two sections, redo curbing and striping
- Other options: seal coating and repairs
  - will approximately cost \$75k
  - will continue to break down over time, especially where there are existing issues
- Michelle reaching out to another company for a bid
  - Will have at least two bid before coming to a decision
- Decks, landings & breezeways
  - Amento Group is putting together a proposal for inspection to also include siding on breezeways
  - Hoping to get that proposal this week
- Roofs
  - Michelle reached out to a couple companies for cleaning and inspections
- Irrigation upgrades to islands once parking lot work is approved
  - Holding off landscaper until asphalt work is decided
- Replacing Unit Water shut offs
  - Can't get group discount from plumbers
  - Michelle wants to provide list of recommended plumbers to owners
  - Vast majority have replaced their kitchen sink shut offs, most units replaced bathroom sink shutoffs, but very few replaced the toilet shut offs
  - Will require evidence of shut off replacements so we can provide it to insurance agencies to hopefully improve our insurance rates
- Insurance
  - Slight decrease in rates since the old playground was never removed from the insurance coverage

#### **ONGOING BUSINESS**

- EV charging
  - Charles will look into this

**Next Meeting – May 20**

**MEETING ADJOURNED AT 7:45 pm**

**MIRA CONDOMINIUMS**  
**Board of Directors Meeting Minutes**  
**Monday, February 12th, 2024**

**Attendees:**

Condo Management	Michelle Schlichting (Condominium Management)
Condo Board	Kaylee, Bryan

**HOMEOWNER'S FORUM**

No homeowners present.

**CALLED TO ORDER AT 6:32pm**

- Approval of minutes from last meeting 09-18-23
  - Approved by Kaylee and Bryan

**TREASURER'S REPORT**

- Any other financial business
  - \$1M in CDs set up – earning between 4.75% - 5.25% interest
  - First CD rolling over in March since we have no new significant expenses
  - Rolling is staggered with some CDs maturing around every 3 months.
  - Still have a well funded reserve account for expected expenses

**EMAIL VOTES TO RATIFY** - None

**PROPERTY MANAGERS REPORT**

- Delinquency report 12-31-23 – provided to the Board
  - Looking good. Minimal delinquencies
  - Michelle keeping on top of the remaining delinquent units
- Roof Issue in F304
  - Tenant noted mold on their ceiling
  - Ventilation in attic areas aren't up to code
  - Previously some quick fixes have been made to absorb moisture from improper bathroom fan venting, but nothing permanent
  - Michelle's next steps: get Memento Group to assess the issue and provide specs for a proper fix before getting bids

**OLD BUSINESS**

- Water Heater Replacement
  - Emails were sent out
  - Fast Water Heater
    - Will provide group pricing now and in years to come
    - They handle the scheduling
  - Handling oldest heaters first
  - Michelle has a chart to ensure water heaters are being replaced as they age out
- Mulch to be put down in March
  - Pre-emergent down first then mulch

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- Should expect to see much fewer weeds
- Michelle has a walk through scheduled with Green Earth on Feb 29 as they prep to move to weekly visits
- More lights in carports
  - Motion activated lights have already been added to a few carports
  - Looking to have 2 lights (one on each end of carport) to the rest of the carports
  - Michelle meeting electrician the week of the 22nd to take a look and come up with numbers

## **NEW BUSINESS**

- Discuss projects for 2024 – see attached executive summary
  - Asphalt repairs and seal coating
    - Planned for this year
  - Upgrade irrigation to islands
    - Planned for this year since we are cutting into the asphalt anyway
    - Never had irrigation to these islands before
  - Exterior Painting of buildings
    - Paint looks good, but this is about the time where sealants like caulking start to fail
    - Could fix sealants now, but we will also be required to do it when we paint to get appropriate warranties of the work
    - Plan to look into this in 2025
  - Hand & Deck Rails – clean and paint
    - Look into for 2024
    - Currently the paint just flakes off
    - Michelle to look into the options:
      - Replace them. Potentially with a different material that weathers better
      - Repaint on site
      - Repaint off site
        - This can be a safety issue
    - May be required to bring them up to code
      - Currently top mounted rails on decks are not up to code
  - Unit decks – clean and topcoat
    - Look into for 2024
    - Michelle to get some bids
  - Landings and bridges – clean and topcoat
    - Look into for 2024
    - Michelle to get some bids
- EV Charging Stations
  - Got brought up again by a resident
  - Ideally those owners interested would work together to propose options to the Board
  - Current issues include:
    - Where to add charging stations (take visitor parking spots)?
    - Do the electrical panels need to be upgraded?
    - What would the cost be? Is it fair for all owners to pay the cost for a feature only used by some?
- Items that came up during budget review
  - Cancel internet (\$65/month is a lot for the amount it's used)
    - Michelle to cancel
  - Look into canceling water submetering through Minol



- Paying fees for submetering by Minol
- Proposal: cancel Minol submetering and have water included as part of HOA fees (based on percent ownership)
- Michelle to ask submetering for details on how water costs are calculated and see if the governing docs require a vote to change this
  - Michelle will follow-up with an email
  - Will need to adjust the budget: either create a supplemental one or wait until 2025
- Club house leak
  - New water heater going in
  - Water leak was popping tiles on the outside shower
  - In the process of repairing it

#### **ONGOING BUSINESS**

- Still keeping the following in mind and hoping to get other owner interest to look into:
  - Security on site
  - Solar Power
  - Bike Storage
  - What to do with the old playground area between C & D bldg.

**Next Meeting – March 18**

**MEETING ADJOURNED AT 7:24pm**

**MIRA CONDOMINIUMS**  
**Board of Directors Meeting Minutes**  
**Budget Meeting**  
**Monday, September 18th, 2023**

**Attendees:**

Condo Management	Michelle Schlichting (Condominium Management)
Condo Board	Kaylee, Bryan

**HOMEOWNER'S FORUM**

No homeowners present.

**CALLED TO ORDER AT 6:43pm**

- Approval of minutes from last meeting 03-20-23 (no quorum at May meeting)
  - 03-20-23 meeting minutes approved by Bryan and Kaylee

**TREASURER'S REPORT**

- All past due units are paid in full
  - D104 paid in early September

**EMAIL VOTES TO RATIFY** - None

**PROPERTY MANAGERS REPORT**

- No work orders to review
- Delinquency report 08-31-23
  - provided to the Board
- No violations to report

**OLD BUSINESS**

- Water Heater & Valve Replacement
  - Got into every unit by the end of June
    - Found lots of renters in the process. Updated owner/tenant directory
  - Building spreadsheet to outline which units require upgrades
  - Sink water shutoffs
    - 10-12 units had original water shut offs under sinks
    - Couldn't get group pricing from plumbers
    - Provided time frame for the mandatory upgrade (end of October)
  - Water heaters
    - ~60% were over 10 years old!
    - Michelle will send out emails to units that need to upgrade next week
    - Units can participate in group deal (\$400-\$500 savings/unit)
    - Will provide time frame for the mandatory upgrade
      - Units must provide photo of updated heater once installed
  - Toilet Supply Lines
    - Almost all units have original toilet supply lines!
    - Will send out emails to units that need to upgrade next week

- Couldn't get group pricing from plumbers
  - Will provide list of recommended plumbers
  - Will provide time frame for the mandatory upgrade (end of year)
    - Require evidence that the unit was upgraded
- Pool/Spa Update
  - Pool is closed for the season
  - Pool and toilets were in bad condition during the summer
  - Pool closed multiple times by the health department
    - Required to pay to have it reopened
  - Britain has not keeping up with maintenance
    - Michelle meeting with him next week
    - May need to find new on-site maintenance person
  - Hot tub open year round
- Roof Inspections
  - Texted Mike - scheduled for early October
- Dryer Vent Cleaning
  - completed in April
- Chimneys
  - Most units have wood burning fireplaces
  - Fireplaces need to be inspected
  - Michelle to organize condominium-wide inspection
  - Some units have upgraded to electrical and won't need an inspection

## **NEW BUSINESS**

- New landscape maintenance
  - Proposal provided to the Board
  - Landscaper met with Michelle to go over complaints
    - Seems willing to work with us to fix the issues
  - Fixed broken sprinkler heads
  - Doing another walk on the property in late October to discuss revamp of landscaping.
    - Example: get more drought-tolerant plants
  - Bid provided to Board to increase man hours on the property since they currently don't have enough time to tackle the entire property
    - Increase to 1 whole landscaping day for the property (3 man crew)
    - Price goes up, but not as much as Michelle expected
    - Board members to review and approve by email by next meeting
- Irrigation issues
  - Discussed issues with areas without irrigation (islands) and tree roots that are blocking/breaking existing irrigation
  - Michelle asked for a proposal to fix irrigation issues since we are redoing roadways next year
- Bark/Mulch
  - Bid provided to the Board
  - Dark brown, medium size
  - Covers entire property
    - Doesn't include behind C & D since there isn't much back there to bark
  - Includes pre-emergent herbicide to slow down/prevent weed growth
  - Put it down next year (around March)
    - Will notify homeowners closer to the date

- Money pulled from reserve fund
- Board members to review and approve by email by next meeting
- Trees
  - Have grown significantly due to the weather (warm winter, hot summer)
  - Getting a bid to remove the dead tree in front of C
  - Should be able review and approve bid during October's meeting
- Railings
  - Bid provided to the Board from Townhouse Painters
    - Only includes the railings in front of D,E,F
  - Townhouse Painters recommends that we don't accept their bid since it won't stay looking good for long
  - Recommendation is to replace them since it'll be a similar cost and they will look much better
  - Michelle will contact railing provider to figure out next steps
- Deck Servicing
  - Michelle looking into this for next year
  - Ensure decks are sloping correctly to prevent water pooling issues
  - Michelle working to get accurate numbers for the reserve study
- Annual Meeting
  - Will be contacting the owners when we get closer to the date
  - Bring up hot-button topics (ie. EV charging, solar power, bike storage, playground area, etc.) to try to get more community involvement
- EV Charging Stations
  - Hopefully we can get owners involved to research possible solutions
  - May be able to get power to carport but need to figure out how to properly bill units
  - Insurance may have issues with extension cords: tripping hazard

**Next Meeting – October 16, 2023 (budget finalization)**

**December 4, 2023 – Annual Meeting**

**No executive session**

**MEETING ADJOURNED AT 7:54pm**

# **Budget Mira**

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
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# Mira Condominiums

## 2025 Budget

2024 Budget	2024 Projected Actual	2025 Budget	Comments
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### Income:

Dues	515,565	515,565	606,711	17.6% increase for 2025
Water & Sewer Income	71,192	71,192	0	Ccanceling submetering - factored into the dues
Legal- Reimbursable	0	0	0	Legal fees billed back to owners
Other Charges	0	300	0	Late charges, Interest, NSF, Delinquency Fee
Move In Fee - Renter	0	1,000	0	Move in/out fee for renters
Move In Fee - Owner	0	1,500	0	Move in/out fee for new owners
<b>Total Income</b>	<b>586,757</b>	<b>589,557</b>	<b>606,711</b>	

### Annual Reserve Contribution - 2025 Reserve Study

<b>Reserve Contribution</b>	<b>(204,969)</b>	<b>(204,969)</b>	<b>(218,000)</b>	<b>states \$31,250 per month for full funding</b>
<b>Insurance Reserve</b>	<b>(85,111)</b>	<b>(85,111)</b>	<b>(90,131)</b>	Annual Contribution for Insurance Premium

<b>Operating Income</b>	<b>296,677</b>	<b>299,477</b>	<b>298,580</b>
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### Operating Expenses:

#### Administrative

Payroll	36,400	32,000	0	Going to hire out the work to be done on site
Payroll Taxes	5,000	4,500	0	No payroll for 2025
Office	1,200	1,200	1,300	Postage, supplies, copies, storage etc
Management Fee	27,600	27,600	30,000	Professional Management Fee
Management Fee Extra	2,500	5,000	2,500	For services outside of the contract
Audit/Accounting	3,200	3,200	3,400	Per engagement letter
Professional Fees	0	0	0	Fees from Engineers and Architects
Licenses & Permits	1,300	1,300	1,300	Pool Permits
Legal Owners - Reimbursable	0	0	0	Off set by income - Billed to owners
Legal - general	1,000	2,102	2,500	Board/Manager Legal advise
Insurance Premium	0	0	0	Paid from Insurance Reserve
Reserve Study	1,350	1,350	1,350	3 year loyalty program
Contingency	1,000	1,000	1,000	Unexpected items
<b>Total Administrative</b>	<b>80,550</b>	<b>79,252</b>	<b>43,350</b>	

#### Utilities

Utility Billing Service charge	2,762	2,762	0	Getting rid of submetering
Electricity	9,010	9,000	9,650	6.74% increase for 2025 - 9.58% increase for 2026
Garbage	35,098	35,191	37,655	7% increase for 2025 - Proposed
Water	26,988	26,208	27,550	5% increase for 2025 - Proposed
Irrigation	6,579	5,500	5,900	Irrigation water - 6% increase for 2025 - Proposed
Sewer	46,060	42,933	45,800	Based on water usage - 6.5% increase for 2025
Cabana Emergency Phone	1,000	857	500	\$165.03 for emergency phone rental
Telephone	1,963	2,118	2,300	\$171.77/mo for alarm lines for 2025 + repairs
<b>Total Utilities</b>	<b>129,461</b>	<b>124,568</b>	<b>129,355</b>	

#### Building Maintenance

Landscaping - contract	42,939	42,939	44,225	3% increase for 2025
Landscaping - other	5,000	1,667	5,000	Landscape issues not covered in contract
Irrigation Repairs & Maint	5,000	2,500	5,000	Repairs - system is getting older

Order: GB4FJMQNX

Address: 701 Kirkland Cir Apt F103

Order Date: 07-07-2025

Document not for resale

HomeWiseDocs

# Mira Condominiums

## 2025 Budget

	2024 Budget	2024 Projected Actual	2025 Budget	Comments
Building Maintenance	10,000	17,500	30,000	Common area maintenance
Electrical Repairs	1,000	2,766	5,000	Electrical Issues through out the property
Dryer Vent Cleaning	0	0	2,500	Done bi-annually - to be done in 2025
Janitorial Supplies	1,000	1,500	1,500	Cleaning supplies/clubhouse supplies
Roof Maintenance/Cleaning	8,000	6,000	6,000	Accounts for 2x cleanings a year
Pool Supplies/Maint	2,500	1,800	15,000	Pool supplies & Maintenance
Pest Control	3,000	3,000	3,150	\$262.51 per month for rodent control and perimeter spraying + any additional services
Life/Safety Systems	3,000	3,000	3,500	Testing, monitoring, repairs, other
Contingency	5,000	0	5,000	Unexpected items - snow removal
<b>Total Maintenance</b>	<b>86,439</b>	<b>82,672</b>	<b>125,875</b>	

**Total Operating Expenses:**                      **296,450            286,492            298,580**

**Net Cash Flow**    **227            12,985            (0)**

### Reserve Summary

Contribution from Dues	204,686	204,686	208,000	Annual Reserve Contribution
Interest on Reserves	5,000	10,555	12,000	Interest earned on Reserves
<b>Total Reserves Income</b>	<b>209,686</b>	<b>215,241</b>	<b>220,000</b>	

	2024 Budget	2024 Actual	2025 Budget
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### Reserve Expenses

Tree Work	0	13,069	0	Tree Removal and Trimming
Asphalt - Overlay	75,000	143,032	0	Asphalt Overlay
Asphalt - Reseal	0	0	21,307	Seal Coat and Stripe
Pool Heater	0	10,013	0	
Mulch	0	11,957	0	
Clubhouse Bathroom Upgrade	0	24,955	0	
Retaining Walls	8,250	0	8,500	
Irrigation System Repairs	4,050	0	4,150	
Exterior Painting	293,500	0	302,500	
Unit Decks - Clean/Topcoat	48,700	0	50,150	
Landings/Bridges	70,100	0	72,200	
Income tax on Reserver	0	2,102	3,500	Taxes on reserve account interest income
<b>Total Reserve Expenses</b>	<b>499,600</b>	<b>205,127</b>	<b>462,307</b>	

The Association has a Reserve Study that meets requirements of RCW 64.90.550

Yes ☒ No ☐

Does the Budget meet the Reserve Study's Recommendation

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Mira Condominiums  
2025 Budget

2024 Budget	2024 Projected Actual	2025 Budget	Comments
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Yes \_\_\_\_\_

No **X** \_\_\_\_\_

Recommended Monthly Reserve Contribution \$31,250

Budgeted Monthly Reserve Contribution \$18,167

Actual Reserve Balance at time of Study \$1,199,182

Reserve Study Fully Funded Balance \$3,293,767

Surplus or **deficiency** in Reserves (\$2,094,585)



**Mira Condominiums**  
**2025 Dues Schedule**  
**Reserve Breakdown**

Lot #	Owner Ratio	Dues Schedule	Reserve Surplus (Deficit)
A101	1.17%	591.54	(\$24,506.64)
A102	1.17%	591.54	(\$24,506.64)
A103	1.18%	596.60	(\$24,716.10)
A104	1.18%	596.60	(\$24,716.10)
A105	1.18%	596.60	(\$24,716.10)
A201	1.20%	606.71	(\$25,135.02)
A202	1.18%	596.60	(\$24,716.10)
A203	1.20%	606.71	(\$25,135.02)
A204	1.18%	596.60	(\$24,716.10)
A205	1.20%	606.71	(\$25,135.02)
A301	1.20%	606.71	(\$25,135.02)
A302	1.20%	606.71	(\$25,135.02)
A303	1.20%	606.71	(\$25,135.02)
A304	1.18%	596.60	(\$24,716.10)
A305	1.20%	606.71	(\$25,135.02)
B101	1.18%	596.60	(\$24,716.10)
B102	1.17%	591.54	(\$24,506.64)
B103	1.18%	596.60	(\$24,716.10)
B104	1.17%	591.54	(\$24,506.64)
B201	1.20%	606.71	(\$25,135.02)
B202	1.20%	606.71	(\$25,135.02)
B203	1.18%	596.60	(\$24,716.10)
B204	1.20%	606.71	(\$25,135.02)
B301	1.20%	606.71	(\$25,135.02)
B302	1.18%	596.60	(\$24,716.10)
B303	1.18%	596.60	(\$24,716.10)
B304	1.18%	596.60	(\$24,716.10)
C101	1.17%	591.54	(\$24,506.64)
C102	1.18%	596.60	(\$24,716.10)
C103	1.18%	596.60	(\$24,716.10)
C104	1.18%	596.60	(\$24,716.10)
C105	1.18%	596.60	(\$24,716.10)
C201	1.20%	606.71	(\$25,135.02)
C202	1.20%	606.71	(\$25,135.02)
C203	1.20%	606.71	(\$25,135.02)
C204	1.20%	606.71	(\$25,135.02)
C205	1.20%	606.71	(\$25,135.02)
C301	1.20%	606.71	(\$25,135.02)
C302	1.20%	606.71	(\$25,135.02)
C303	1.20%	606.71	(\$25,135.02)
C304	1.18%	596.60	(\$24,716.10)
C305	1.20%	606.71	(\$25,135.02)

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**Mira Condominiums**  
**2025 Dues Schedule**  
**Reserve Breakdown**

Lot #	Owner Ratio	Dues Schedule	Reserve Surplus (Deficit)
D101	1.18%	596.60	(\$24,716.10)
D102	1.18%	596.60	(\$24,716.10)
D103	1.18%	596.60	(\$24,716.10)
D104	1.18%	596.60	(\$24,716.10)
D201	1.20%	606.71	(\$25,135.02)
D202	1.18%	596.60	(\$24,716.10)
D203	1.20%	606.71	(\$25,135.02)
D204	1.20%	606.71	(\$25,135.02)
D301	1.20%	606.71	(\$25,135.02)
D302	1.20%	606.71	(\$25,135.02)
D303	1.20%	606.71	(\$25,135.02)
D304	1.21%	611.77	(\$25,344.48)
E101	1.18%	596.60	(\$24,716.10)
E102	1.18%	596.60	(\$24,716.10)
E103	1.18%	596.60	(\$24,716.10)
E104	1.18%	596.60	(\$24,716.10)
E105	1.20%	606.71	(\$25,135.02)
E106	1.21%	611.77	(\$25,344.48)
E201	1.20%	606.71	(\$25,135.02)
E202	1.18%	596.60	(\$24,716.10)
E203	1.20%	606.71	(\$25,135.02)
E204	1.18%	596.60	(\$24,716.10)
E205	1.20%	606.71	(\$25,135.02)
E206	1.20%	606.71	(\$25,135.02)
E301	1.18%	596.60	(\$24,716.10)
E302	1.18%	596.60	(\$24,716.10)
E303	1.18%	596.60	(\$24,716.10)
E304	1.18%	596.60	(\$24,716.10)
E305	1.18%	596.60	(\$24,716.10)
E306	1.20%	606.71	(\$25,135.02)
F101	1.17%	591.54	(\$24,506.64)
F102	1.18%	596.60	(\$24,716.10)
F103	1.18%	596.60	(\$24,716.10)
F104	1.18%	596.60	(\$24,716.10)
F201	1.21%	611.77	(\$25,344.48)
F202	1.21%	611.77	(\$25,344.48)
F203	1.21%	611.77	(\$25,344.48)
F204	1.21%	611.77	(\$25,344.48)
F301	1.21%	611.77	(\$25,344.48)
F302	1.21%	611.77	(\$25,344.48)
F303	1.21%	611.77	(\$25,344.48)
F304	1.21%	611.77	(\$25,344.48)

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# **Bylaws**

## **Mira**

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
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BYLAWS OF  
MIRA OWNERS ASSOCIATION

The following are Bylaws of Mira Owners Association, a corporation organized under the Washington Nonprofit Corporation Act (RCW 24.03, the "Nonprofit Corporation Act"). These Bylaws provide for operation of Mira, a condominium (the "Condominium") located in King County, Washington, created pursuant to the Washington Condominium Act (RCW 64.34, the "Condominium Act"). They apply to the entire Condominium, each Unit therein, and all common elements. Each Owner automatically, by virtue of such ownership, becomes a member of the Association. All present and future Owners, Mortgagees and other encumbrances, lessees, tenants, licensees, and occupants of Units, and their guests and employees, and any other person who may use the facilities of the Condominium are subject to these Bylaws, the Condominium Declaration for Mira, a condominium, as it may from time to time be amended (the "Declaration"), and the rules and regulations pertaining to use and operation of the condominium.

Words and phrases that are defined in the Declaration shall have the same meaning in these Bylaws.

**ARTICLE 1. MEMBERSHIP; VOTING; REGISTER**

Section 1.1 Membership. The Owners of Units in the Condominium shall constitute the Owners Association. Corporations, partnerships, associations, and other legal entities, trustees under an express trust, and other fiduciaries, as well as natural persons may be members of the Association. Owners of a Unit as joint tenants, tenants in common, community property, or other ownership involving more than one Owner, shall be joint members of the Association, but the sum total of their vote shall not exceed the voting power allocated to the Units owned.

Section 1.2 Number of Votes. The total voting power equals the number of Units in the Condominium and the total number of votes available to the Owner or Owners of each Unit shall be equal to one vote for each Unit owned.

Section 1.3 Voting by Multiple Owners. If only one of the multiple Owners of a Unit is present at a meeting of the Association, the Owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

Section 1.4 Voting Representative. An Owner may, by written notice to the Board, designate a voting representative for the Unit. The voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a person having an ownership interest in a Unit, or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the Unit, except in cases in

which the person designated is a Mortgagee of the Unit. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact of the Owner under a durable power of attorney, or the administrators or executors of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Unit shall be the group composed of all of its Owners. If a Unit is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community

Section 1.5 Voting by Proxy; Pledged Votes to Mortgagee. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. If a Unit is owned by more than one person, each Owner of a Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates 11 months after its date of issuance. An Owner may, but shall not be obligated to, pledge his or her vote on all issues or on specific issues to a Mortgagee. If an Owner is in default under a first Mortgage on the Unit for one year or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 1.6 Persons Under Disability. Minors and persons declared legally incompetent shall be eligible for membership in the Association, if otherwise qualified, but shall not be permitted to vote except through a legally appointed, qualified, and acting guardian of their estate voting on their behalf, or, in the case of a minor with no legal guardian of his estate, through a parent having custody of the minor.

Section 1.7 Register of Members. The Board shall cause a register to be kept containing the names and addresses of all members of the Association. Persons who purchase an interest in a Unit shall promptly inform the Board of their interest. Persons who claim to be members of the Association shall, upon request, furnish the Board with copies of any documents under which they assert ownership of a Unit or any interest therein, and any Mortgages thereon.

## ARTICLE 2. MEETINGS OF MEMBERS

Section 2.1 Place. Meetings of the members of the Association shall be held at such suitable place as may be convenient to the membership and designated from time to time by the Board.

Section 2.2 Annual Meeting. The annual meeting of the Association shall be held in the last quarter of each fiscal year on a date fixed by the Board, which date shall not be less than 10 nor more than 60 days after notice of the meeting is given to the members. At such annual meeting the Owners shall elect members to the Board or fill vacancies therein, and transact such other business as shall properly come before the meeting.

Section 2.3 Budget Meeting. Within 30 days after adoption of any proposed budget for the Association, the Board shall provide a summary of the budget to all of the members and set a date for a meeting of the members to consider ratification of the budget, which date shall be not less than 14 nor more than 60 days after mailing the summary. Unless at the meeting members holding a majority of the votes in the Association vote to reject the budget, the budget is ratified, whether or not a quorum is present for the meeting. In the event the proposed budget is rejected or the required notice for the meeting is not given, the budget last ratified by the Owners shall be continued until a budget proposed by the Board is ratified.

Section 2.4 Special Meetings. A special meeting of the Association may be called by the president, by resolution of the Board or upon the written request of a majority of the Board or upon the written request of Owners having not less than 20% of the votes in the Association not less than 10 nor more than 60 days in advance of the meeting. No business shall be transacted at a special meeting except as stated in the notice given therefor unless consented to by each of the Owners present either in person or by proxy.

Section 2.5 Notice of Meetings. It shall be the duty of the secretary to give notice of each annual, budget, and special meeting such notice shall be hand-delivered or sent prepaid by first-class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, to each member of the Association and to each Eligible Mortgagee, if required by the Declaration. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer. Before any meeting of the Association, any member may, in writing, waive notice of such meeting. Attendance by a member at a meeting of the Association shall be a waiver by him of timely and adequate notice unless he expressly challenges the notice when the meeting begins.

Section 2.6 Quorum. The presence in person or by proxy of members of the Association or voting representatives holding 25% of the total voting power shall constitute a quorum for the transaction of business at any meeting of members of the Association.

Section 2.7 Adjournment of Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners present, in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 2.8 Majority Vote. Except as otherwise provided by the Condominium Act by the Declaration, or by these Bylaws, passage of any matter submitted to vote at a meeting where a quorum is present, shall require the affirmative vote of at least 51% of the votes present.

Section 2.9 Voting by Mail. The Board may decide that voting of the members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or Bylaws, or with respect to any other matter for which approval by Owners is required by the Declaration or Bylaws, in accordance with the following procedure:

(a) In case of election of directors by mail, the existing directors shall advise the Secretary in writing of the names of nominees for all directors to be elected and of a date not less than 50 days after such advice is given by which all votes are to be received. The Secretary, within five days after such advice is given, shall give written notice to all Owners of the number of directors to be elected and of the names of the nominees. The notice shall state that any such Owner may nominate an additional candidate or candidates, not to exceed the number of directors to be elected, by notice in writing to the Secretary at the address specified in the notice, to be received on or before a specified date not less than 15 days from the date the notice is given by the Secretary. Within five days after the specified date, the Secretary shall give written notice and/or ballot to all Owners stating the number of directors to be elected, the names of all persons nominated by the Board, the names of persons nominated by members and the date by which votes of the Owners must be received by the Secretary at the address specified in the notice. Votes received after that date will not be effective. All persons elected as directors pursuant to an election by mail shall take office effective on the date specified in the notice for the receipt of votes.

(b) In the case of a vote by mail relating to any other matter, the Secretary shall give written notice and/or ballot to all Owners, which shall include a proposed written resolution setting forth a description of the proposed action and shall state that the Owners are entitled to vote by mail for or against the proposal by delivering the vote on or before a specified date not less than 20 days after the notice to the address specified in the notice. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, unless a greater or lesser voting requirement is established by the Declaration or Bylaws for the matter in question.

(c) Delivery of a vote in writing to the specified address shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section.

Section 2.10 Written Ballot. At the discretion of the Board, any matter which might come before the Association at a meeting, including election of directors, may be determined by written ballot, rather than at a meeting. Ballots shall be sent to all Unit Owners in the same manner as notice of meetings, with a specified deadline for return of ballots. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum, and determination of the matter presented shall be based upon the required percentage of ballots returned, unless approval of a specified percentage of all voting power is required by law, the Declaration or these Bylaws. The vote by ballot shall be determined by the Board within 48 hours of the deadline for return of ballots. Within 10 days after the ballots have been counted, each Unit Owner shall be notified by mail or other delivery of written notice of the results of the ballot or that a quorum of ballots was not returned.

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**Section 2.11 Order of Business.** The order of business at meetings of the Association shall be as follows unless dispensed with on motion:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of inspectors of election;
- (g) Election of directors (annual meeting or special meeting called for such purpose);
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

**Section 2.12 Parliamentary Authority.** In the event of dispute, the parliamentary authority for the meetings shall be the most current available edition of Robert's Rules of Order or such other published code of parliamentary procedure as shall be approved by a majority at the meeting.

### **ARTICLE 3. BOARD OF DIRECTORS**

**Section 3.1 Number, Term, and Qualifications.** The affairs of the Association shall be initially governed by a Board of three directors. Until the Transition Date, the Declarant shall elect the members of the Board pursuant to Article 13 of the Declaration, subject to the right of the Owners to elect a member or members, as provided in Section 13.1 of the Declaration. Members of the Board elected by the Declarant need not be Owners. Within 30 days after the Transition Date, the Declarant or the Board shall call a special meeting of the Owners to elect a Board of three directors to serve until the first day of the calendar month following the date of adjournment of the first annual meeting. Thereafter, the term of office for directors will begin on the first day of the calendar month following the date of adjournment of the annual meeting at which they are elected. The normal term of office for directors will be for two years and until their successors are elected and take office. However, to provide for staggered terms, at the first annual meeting one director shall be elected for one year and two directors shall be elected for two years. A majority of the directors elected by the Owners after the Transition Date shall be members of the Association. If a corporation is a member of the Association, any one of its officers, directors, or shareholders may be elected to the Board as an Association member; if a partnership is a member, any partner of the partnership may be elected to the Board as an Association member; and if a limited liability company is a member, any member of the company may be elected to the Board as an Association member.

**Section 3.2 Powers and Duties.** The Board shall have the powers and duties provided for the administering authority of the Condominium in the Condominium Act and in the Declaration, and all other power necessary for the administration of the affairs of the



Association, and may do all such acts and things as are not prohibited by statute or by the Declaration required to be done in another manner.

Section 3.3 Standard of Care. In the performance of their duties, the officers and members of the Board are required to exercise: (a) if appointed by Declarant, the care required of fiduciaries of the Unit Owners; or (b) if elected by the Owners, ordinary and reasonable care.

Section 3.4 Vacancies. Vacancies on the Board (other than the director designated by the Declarant) caused by reasons other than the removal of a director by a vote of the Association shall be filled by vote of the Unit Owners entitled to vote for the vacancy at a special meeting of the Association held for that purpose. The quorum for that meeting shall be Owners holding 25% of the voting power of the Owners entitled to vote at the meeting.. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association to serve the balance of the unexpired term.

Section 3.5 Removal of Directors. At any regular or special meeting after the Transition Date, any one or more of the directors elected by the Owners may be removed, with or without cause, by members holding a majority of the votes in the Association and a successor may then and there be elected to fill the vacancy thus created and to serve the balance of the unexpired term. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 3.6 Compensation. No compensation shall be paid to directors for their services as directors.

Section 3.7 Organizational Meeting. The first meeting of the newly elected Board shall be held within ten days of election at a place to be fixed by the directors at the meeting at which the directors were elected, and no notice shall be necessary to the newly elected directors in order legally to call the meeting, providing a majority of the whole Board shall be present at the meeting.

Section 3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director personally or by mail, telephone, facsimile transmission or internet transmission, at least three days before the day fixed for the meeting.

Section 3.9 Special Meetings. Special meetings of the Board may be called by the president on three days' notice to each director, given personally or by mail, telephone, facsimile transmission or internet transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by either the president or secretary in like manner and on like notice on the written request of any two directors.

Section 3.10 Waiver of Notice. Before any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by him of timely and adequate notice unless he expressly challenges the notice

when the meeting begins. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 3.11 Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At the adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 3.12 Open Meeting. Any Owner or voting representative may attend any meeting of the Board, but shall not be entitled to participate except with the consent of the Board. The Board may, however, go into private, executive session to consider the employment or dismissal of the managing agent or other persons employed by the Association, or to hear complaints or charges brought against such person, unless the person requests a public hearing, or to discuss with legal counsel litigation in which the Association is or is likely to become a party if public discussion would adversely affect the interests of the Association in such litigation.

#### ARTICLE 4. OFFICERS

Section 4.1 Designation. The principal officers of the Association shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by and from the Board. The directors may appoint from the Board such other officers as in their judgment may be necessary or desirable. Two or more offices may be held by the same person, except that a person may not hold the offices of president and secretary simultaneously.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board meeting after the annual meeting of the Association. They shall hold office at the pleasure of the Board.

Section 4.3 Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting.

Section 4.4 President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board and shall have such authority and duties as maybe prescribed by the Board.

Section 4.5 Vice. President. The vice president shall perform the duties of the president when the president is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

Section 4.6 Secretary. The secretary shall keep the minutes of all meetings of the Board and of the Association and shall have custody of the business records of the Board and the

Association, other than financial records kept by the treasurer. He shall also perform such other duties as may be prescribed by the Board.

Section 4.7 Treasurer. The treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association.

Section 4.8 Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers, shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, the Declaration, and these Bylaws.

Section 4.9 Compensation. The Board may pay reasonable compensation to any officer or Owner who performs substantial services for the Condominium in carrying out the management duties of the Board. The Board's decision to compensate an officer shall not become final until 60 days after notice of it (including the amount of compensation to be paid) has been given to all persons entitled to notice of meetings of the Association. Such decision may be reversed by the members of the Association at a meeting duly called and held within 60 days after the notice of the decision was given.

## ARTICLE 5. COMMITTEES

Section 5.1 Committees of Directors. The Board may appoint one or more committees that consist of one or more directors. Such committees, if composed entirely of Board members, shall have and exercise, to the extent provided in the resolution establishing the committee, the authority of the Board in the management of the Association. The appointment of any such committee shall not relieve the Board of its ultimate responsibility for the administration and management of the Condominium.

Section 5.2 Other Committees. Other committees, not having or exercising the authority of the Board in the management of the Association, may be appointed by the president or the directors, and such committees may be composed of one or more members of the Association.

## ARTICLE 6. HANDLING OF FUNDS

Section 6.1 Accounts. The Association shall establish the necessary funds or accounts to provide properly for the operation and maintenance of the Condominium. Overall superintendence of these funds shall be the responsibility of the treasurer of the Association. There shall be at least two separate funds as described in Sections 6.2 and 6.3.

Section 6.2 Working Capital Fund. There shall be established a checking account in a commercial bank to be known as the "Working Capital Fund." This fund will be used for the normal operation of the Condominium and will receive all monthly Assessments, first purchasers' initial contributions to the fund, and other monies received by the Association.

Checks shall be issued from this account for all management and operation expenditures necessary for the Condominium and maintenance expenses of a routine or minor nature that do not require resort to the Reserve Fund for Common Elements. Funds for the Reserve Fund for Common Elements will normally be deposited in the Working Capital Fund and checks immediately issued, or transfers made, to the other fund so an overall account of the funds received and disbursed by the Association is centralized in the Working Capital Fund account.

Section 6.3 Reserve Fund for Common Elements. The Association shall maintain a fund which shall be known as the "Reserve Fund for Common Elements." The Treasurer shall deposit to this reserve account amounts reasonably anticipated to be required for the periodic maintenance, repair, and replacement of the Common Elements.

Section 6.4 Combination and Deposit or Investment of Funds. All funds of the Association shall be kept in accounts or deposits that are insured by agencies of the United States. The funds of the Association shall not be commingled with the funds of any other association or with the funds of any manager of the Association. Withdrawals of reserve funds shall require the signature of at least two persons who are officers or directors of the Association.

#### ARTICLE 7. KEEPING RECORDS AND REPORTS

The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

#### ARTICLE 8. AMENDMENTS

The procedure and necessary consents required for adoption of amendments to the Bylaws are set forth in the Declaration.

The foregoing Bylaws were adopted on March 16, 2006, at the organizational meeting of the Association.

KS  
Secretary

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# CONDOMINIUM DECLARATION FOR MIRA, A CONDOMINIUM

Grantor/Declarant:

CITYVIEW KIRKLAND GARDENS 84, L.P., a Delaware  
limited partnership

Additional names on pg. N/A

Grantee:

MIRA, A CONDOMINIUM

Additional names on pg. N/A

Legal Description:

Prtn. of SW 1/4, SE 1/4, Sec. 5, Twp. 25 N., Rge. 5 E., W.M.

Official legal description on Schedule A

Assessor's Tax Parcel ID#:

123890-0045

Reference # (if applicable):

N/A

Additional numbers on pg. N/A

60  
\$94

FILED BY CHICAGO TITLE INSURANCE CO.

REF.# W-06-7022-18

DEPARTMENT OF ASSESSMENTS

Examined and approved this 8<sup>TH</sup> day of  
MARCH, 2006

SCOTT NOBLE

Assessor

Greenal Anderson  
Deputy Assessor

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CONDOMINIUM  
DECLARATION  
FOR  
MIRA, A CONDOMINIUM

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## Article 1 DEFINITIONS

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply.

Allocated Interests means the allocation of Common Expense Liability, interest in Common Elements and voting for each of the Units in the Condominium determined in accordance with the formulas set forth in Section 6.4 and as specified in Schedule B.

Articles means the articles of incorporation for the Association.

Assessment means all sums chargeable by the Association against a Unit, including, without limitation, (a) general and special Assessments for Common Expenses and Specially Allocated Expenses; (b) charges, and fines imposed by the Association; (c) interest and late charges on any delinquent account; and (d) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

Association means the owners association identified in Article 13.

Board means the board of directors of the Association, as described in Article 15.

Bylaws means the bylaws of the Association as they may from time to time be amended.

Common Elements means all portions of the Condominium other than Units.

Common Expenses means expenditures made by or financial liabilities of the Association that are allocated to all Units, including allocations to reserves, and the following utility service to the Unit Owners: garbage removal.

Common Expense Liability means the liability for Common Expenses allocated to each Unit, as set forth in Schedule B.

Condominium means Mira, a condominium, created under the Declaration and the Survey Map and Plans.

Condominium Act means the Washington Condominium Act, codified at RCW 64.34, as it may be from time to time amended.

Conveyance means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract.



Declarant means CityView Kirkland Gardens 84, L.P., a Delaware limited partnership, and its representatives, successors, and assigns.

Declarant Control means the right of the Declarant or persons designated by the Declarant to appoint and remove officers and members of the Board pursuant to Article 14.

Declaration means this Condominium Declaration for Mira, a condominium, as it may from time to time be amended.

Development Right means the development rights reserved by Declarant in Section 11.1.

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Eligible Mortgagee means the Mortgagee that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of mortgagees.

FHLMC means the Federal Home Loan Mortgage Corporation.

FNMA means the Federal National Mortgage Association.

Foreclosure means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

HUD means the Department of Housing and Urban Development.

Identifying Number means the building designation and Unit number on the Survey Map and Plans which identifies each Unit in the Condominium.

Limited Common Element means a portion of the Common Elements allocated in Article 8 for the exclusive use of one Unit.

Managing Agent means the person designated by the Board under Section 15.3.

Mortgage means a mortgage, deed of trust, or real estate contract.

Mortgagee means any holder, insurer, or guarantor of a mortgage on a Unit.

Notice and Opportunity To Be Heard means the procedure described in Section 15.5.

Owner or Unit Owner means the Declarant or other person who owns a Unit, but does not include any person who has an interest in a Unit solely as security for an obligation.

Person means a natural person, corporation, partnership, limited partnership, limited liability company, trust, governmental subdivision or agency, or other legal entity.

Special Declarant Rights means rights reserved for the benefit of the Declarant as specified in Article 11.

Specially Allocated Expenses means any other costs of the Association that are allocated to Units on some basis other than Common Expense Liability.

Survey Map and Plans means the survey map and plans filed simultaneously with the recording of this Declaration and any amendments, corrections, and addenda thereto subsequently filed.

Transition Date means the date upon which the period of Declarant Control terminates as determined in Article 14.

Unit means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described in Section 6.1 and shown on the Survey Map and Plans.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and gender-neutral pronouns shall be used interchangeably.

Section 1.3 Statutory Definitions. Some of the terms defined above are also defined in the Condominium Act. The definitions in the Declaration are not intended to limit or contradict the definitions in the Condominium Act. If there is any inconsistency or conflict, the definition in the Condominium Act will prevail.

## Article 2 CONSTRUCTION AND VALIDITY OF DECLARATION

The Declaration and the Condominium Act provide the framework by which the Condominium is created and operated. In the event of a conflict between the provisions of the Declaration and the Condominium Act, the Condominium Act shall prevail. In the event of a conflict between the provisions of this Declaration and the Bylaws, the Declaration shall prevail except to the extent the Declaration is inconsistent with the Condominium Act. The creation of the Condominium shall not be impaired, and title to a Unit and its interest in the Common Elements shall not be rendered unmarketable or otherwise affected by reason of an

insignificant failure of this Declaration, the Survey Map and Plans, or any amendment thereto to comply with the Condominium Act.

### Article 3 NAME OF CONDOMINIUM

The name of the Condominium created by this Declaration and the Survey Map and Plans is Mira, a condominium.

### Article 4 DESCRIPTION OF LAND

The real property included in the Condominium and submitted to the Condominium Act is described in Schedule A.

### Article 5 DESCRIPTION OF BUILDINGS

There are eight buildings in the Condominium, designated as Buildings A, B, C, D, E, and F, the club house and the pool house, located on a portion of the real property described in Schedule A. Buildings A, B, C, D, E, and F are multi-unit residential buildings and contain a total of 84 Units. The club house and the pool house are Common Elements.

### Article 6 DESCRIPTION OF UNITS; ALLOCATED INTERESTS

Section 6.1 Number and Identification of Units. The Condominium has 84 Units. The Identifying Number of each Unit is set forth in Schedule B. The location of the Units are shown on the Survey Map and Plans.

Section 6.2 Unit Boundaries. The boundaries of the Units are the inside face of the stud wall of the perimeter walls, floors, and ceilings of the Units, and shall include within the Unit all sheetrock, lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof, provided, that the Unit boundaries shall not include those Common Elements specified in Article 7. All spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.



Section 6.3 Unit Data. Schedule B sets forth the following data for each Unit:

- 6.3.1 The approximate square footage;
- 6.3.2 The number of bathrooms, whole or partial;
- 6.3.3 The number of rooms designated primarily as bedrooms; and
- 6.3.4 The level or levels upon which the Unit is located.

Each Unit contains a fireplace. The location and configuration of each Unit are shown in the Survey Map and Plans.

Section 6.4 Allocated Interests. Schedule B sets forth the Allocated Interests of each of the Units the Condominium for the purposes of Common Expense Liability and interest in the Common Elements. The formula for Common Expense Liability and interest in Common Elements is the relative area of Units. Voting shall be allocated equally among Units, with each Unit having one vote.

## Article 7 COMMON ELEMENTS

Section 7.1 Description. The Common Elements are all portions of the Condominium other than the Units, including all portions of the walls, floors, or ceilings which are not a part of or within the Unit boundaries provided in Section 6.1. The Common Elements also include any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a Unit which serves more than one Unit or any portion of a Common Element.

Section 7.2 Use. Each Owner shall have the right to use the Common Elements in common with all other Owners and a right of access from the Owner's Unit across the Common Elements to the public streets. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements, including the Limited Common Elements, shall be governed by the provisions of the Condominium Act, this Declaration, the Bylaws, and the rules and regulations of the Association.

Section 7.3 Conveyance or Encumbrance of Common Elements. Portions of the Common Elements not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association of the Owners having at least 80% of the votes in the Association, including 80% of the votes excluding votes held by the Declarant or an affiliate of Declarant (as defined in the Condominium Act); but all of the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Any conveyance, encumbrance, judicial



sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

## Article 8 LIMITED COMMON ELEMENTS

Section 8.1 Description. The Limited Common Elements allocated to each Unit are (a) any parking space assigned to the Unit pursuant to Section 9.1, (b) the deck or patio adjacent to the Unit, and (c) the entrance hallway adjacent to the Unit.

Section 8.2 Reallocation. A Limited Common Element may be reallocated between Units only with the approval of the Board and by an amendment to the Declaration executed by the Owners of the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this Section within 30 days, or within such other period provided by the Declaration, unless the proposed reallocation does not comply with the Condominium Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment shall be recorded in the names of the parties and of the Condominium. A Common Element may be reallocated as a Limited Common Element, or a Limited Common Element may be incorporated into an existing Unit with the approval of 67% of the Owners, including the Owner of the Unit to which the Limited Common Element will be allocated or incorporated. Such reallocation or incorporation shall be reflected in an amendment to the Declaration and the Survey Map and Plans.

Section 8.3 Use. Each Owner to whom a Limited Common Element is allocated shall have the right to use the Limited Common Element in common with the other Owners, if any, to which that Limited Common Element is allocated. The right to use the Limited Common Elements extends not only to each Owner of a Unit, but also to the Owner's agents, servants, tenants, family members, invitees, and licensees. The Board may adopt rules and regulations governing the use of the Limited Common Elements.

## Article 9 PARKING

Section 9.1 Assignment to Units. There are 84 covered parking spaces (carports) and ~~49~~ uncovered parking spaces, each of which is identified by number on the Survey Map and Plans. The Declarant will assign parking spaces as Limited Common Elements to Units in Schedule C or by amendment to Schedule C signed only by the Declarant. Any parking spaces remaining unassigned after the earlier of one year after the conveyance by the Declarant of all Units in the Condominium or seven years after recording this Declaration, or designated by the Declarant in Schedule C as common or guest parking, shall be for common or guest use subject to rules and regulations adopted by the Board.

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Amendment 1



Section 9.2 Use of Parking Spaces. The parking spaces assigned to Units as Limited Common Elements are to be used for the parking of operable passenger motor vehicles and may not be used for parking commercial-type trucks, campers, trailers, recreational vehicles, or for other purposes except to the extent expressly allowed by rules and regulations adopted by the Board. The Board may prohibit or restrict the parking of automobiles owned by Owners or their tenants in all or a portion of any common or guest parking spaces. Until all Units have been sold, the Declarant shall have the right to control the use of any unassigned parking spaces. Inoperative vehicles shall not be parked and/or stored on parking space. Parking on the streets of the Condominium, except in designated parking spaces, is prohibited. The Board may direct that any vehicle or other thing improperly parked or kept in a parking space, driveway or elsewhere in the Condominium be removed, and if it is not removed the Board may cause it to be removed at the risk and cost of the owner thereof. Each Owner shall be responsible for determining that his or her motor vehicle will fit in the assigned parking space, and each Owner shall be liable for any damage caused to the parking space, carport any equipment or structure adjacent to the parking space, and any motor vehicle in connection with parking a motor vehicle in the parking space, and shall indemnify and hold harmless the Declarant and the Association for any such damage caused or suffered.

Section 9.3 Rental of Parking Spaces. The Owner of a Unit may rent a parking space which is a Limited Common Element of that Unit to an Owner or tenant of a Unit in the Condominium. Rental of a parking space shall be terminated automatically and without notice upon the transfer of title of the Unit to which it is a Limited Common Element.

#### Article 10 PERMITTED USES; MAINTENANCE OF UNITS; CONVEYANCES

Section 10.1 Residential Use; Timesharing Prohibited. The Condominium is intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use, including use as a home office not involving use by nonresident employees or regular visits by customers or clients. Timesharing of Units, as defined in RCW 64.36, is prohibited.

Section 10.2 Leases. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration, the Bylaws, and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. The Board may adopt a rule that requires any Owner desiring to rent a Unit to have any prospective tenant (other than a relative of the Owner) screened, at the Owner's cost, by a tenant screening service designated or approved

by the Board and to furnish the report of the tenant screening service to the Board or its designee prior to Owner's entering into a lease with the prospective tenant. All leases and rental agreements shall be in writing. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences. If any lessee or occupant of a Unit violates or permits the violation by his guests and invitees of any provisions hereof or of the Bylaws or of the rules and regulations of the Association, and the Board determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Unit and the Owner thereof to forthwith cease such violations. If the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice from the Board and an Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 17. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise rent his Unit.

Section 10.3 Maintenance of Units, Common Elements, and Limited Common Elements. Except as provided below, the Association is responsible for maintenance, repair, and replacement of the Common Elements and the Limited Common Elements, and each Owner is responsible for maintenance, repair, and replacement of the Owner's Unit. Each Owner shall, at the Owner's sole expense, keep the interior of the Unit and its equipment, appliances, and appurtenances in a 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. Each Owner shall be responsible for the cleaning, maintenance, repair and replacement of broken or damaged glass (including failed seals) in the windows and doors of the Unit, and shall replace any such glass with glass of the similar kind and quality as was originally installed therein. Each Owner shall be responsible for the operation, maintenance, repair, or replacement of any plumbing fixtures, fireplace, water heater, fans, or heating/cooling equipment which serve only that Unit, whether or not located in the Unit. Each Owner is responsible for keeping their respective Limited Common Elements in a neat and clean condition, free of all debris and in accordance with the rules and regulations for the Association, although the Association shall be responsible for maintaining the flues serving the Units and sweeping and striping the parking spaces. The Association may, as a Common Expense, provide for the inspection of any portion of a Unit or Limited Common Element, the failure of which to maintain properly may cause damage to the Common Elements, Limited Common Elements, or another Unit or cause unnecessary Common Expenses, including, but not limited to, fireplace and flue, bathtubs, sinks, toilets, hot water tank, plumbing and electrical fixtures. If the inspection discloses the need for repair or replacement, the Association may either require the responsible Owner to make the repair or replacement or make the repair or replacement itself and assess the cost thereof to the Owner.



Section 10.4 Exterior Appearance. In order to preserve a uniform exterior appearance of the buildings, the Board shall provide for the maintenance of the exterior of the buildings. No Owner may modify or decorate the exterior of a building, or screens, doors, awnings, patio fencing or privacy walls or other portions of any Unit or Limited Common Element visible from outside the Unit without the prior written consent of the Board or in accordance with rules or regulations of the Association. No radio or television antennas or other appliances may be installed on the exterior of a building without the prior written consent of the Board. Unless otherwise established by rule or regulation of the Board, all portion of curtains, blinds or draperies visible from outside the Units shall be white or off-white and the Owners shall not replace the glass or screens in the windows or doors of the Units except with materials of similar color and quality to those originally installed.

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Section 10.5 Effect on Insurance. Nothing shall be done or kept in any Unit or in any Common Element or Limited Common Element that will increase the rate of insurance on the property without the prior written consent of the Board. Nothing shall be done or kept in any Unit or in any Common Element or Limited Common Element that will result in the cancellation of insurance on any part of the property, or that would be in violation of any laws.

Section 10.6 Use or Alteration of Common and Limited Common Elements. Use of the Common Elements and Limited Common Elements shall be subject to the provisions of this Declaration and the rules and regulations of the Board. Nothing shall be altered or constructed in or removed from any Common Element or Limited Common Element except upon the prior written consent of the Board.

Section 10.7 Signs. No sign of any kind shall be displayed to the public view on or from any Unit, Limited Common Element, or Common Element without the prior consent of the Board. The Board may erect, on the Common Elements, a master directory listing Units that are for sale or lease and may regulate the size and location of signs advertising Units for sale or lease. This Section shall not apply to the Declarant who may post such signs on the property as it deems necessary or appropriate for the sale of Units in the Condominium as long as the Declarant has a Unit for sale.

Section 10.8 Pets. Domesticated animals or birds (herein referred to as "pets") may be kept in Units subject to rules and regulations adopted by the Board; provided that no Owner may keep more than two dogs, two cats or one dog and one cat in a Unit. The Board may by rule or regulation prohibit dangerous breeds of dogs. Pets are not allowed on any Common Element or Limited Common Element unless they are on a leash or held and are being walked to or from the Unit to a public street or sidewalk. The Board may, after Notice and Opportunity to be Heard, at any time require the removal of any pet which it finds, in its sole discretion, is disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain. The Board's decision to require removal of a pet under this Section shall be final and shall not be subject to judicial review.

The owner of any pet in the Condominium shall be responsible for any damage to person or property caused by the pet and shall indemnify and hold the Association and the Board harmless from any and all liability arising from or caused by the pet.

Section 10.9 Quiet Enjoyment. No Owner shall permit anything to be done or kept in the Owner's Unit, Limited Common Elements, or Common Elements which would interfere with the right of quiet enjoyment of the other residents of the Condominium. In particular, sound system loudspeakers shall not be rigidly attached to the party wall with another Unit or the ceilings, walls, shelves, or cabinets in a Unit in a manner that will induce vibrations into the structure of the building.

Section 10.10 Garbage Removal. Each Owner shall be responsible for removing all trash or garbage from the Unit and depositing it in proper receptacles in accordance with rules of the garbage collection service or rules and regulations of the Association. Owners shall make reasonable efforts to comply with recycling programs.

Section 10.11 Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, Limited Common Element, or Common Element, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners.

Section 10.12 Hazardous Substances. The Owner of each Unit shall not permit any Hazardous Substance to be generated, processed, stored, transported, handled, or disposed of on, under, in or through the Owner's Unit or the Property. Each Owner shall indemnify, defend, and hold harmless the other Owner or Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit or the Property by the Owner, tenants, or invitees of the Unit. As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste, or material which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste, or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), or under any local or state rule or regulation. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, and/or genetic abnormalities.

Section 10.13 Conveyance by Owners; Notice Required. The right of an Owner to convey or sell the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An



Owner intending to convey a Unit shall deliver a written notice to the Board, at least two weeks before closing, specifying (a) the Unit being sold; (b) the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and (c) the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested. Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy under Article 21 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy. At the time of the first conveyance of each Unit, every mortgage, lien, or other encumbrance affecting that Unit and any other Unit or Units or real property, other than the percentage of undivided interest of that Unit in the Common Elements, shall be paid and satisfied of record, or the Unit being conveyed and its undivided interest in the Common Elements shall be released therefrom by partial release duly recorded or the purchaser of that Unit shall receive title insurance from a licensed title insurance company against such mortgage, lien, or other encumbrance.

#### Article 11 DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 11.1 Development Rights. The Declarant reserves the Development Right to assign parking spaces to Units as Limited Common Elements pursuant to Article 9. The Declarant's right to assign parking spaces shall terminate on the earlier of one year after the last conveyance of a Unit by the Declarant, or seven years after the recording of this Declaration.

Section 11.2 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights so long as the Declarant owns a Unit: (a) to complete any improvements shown on the Survey Maps and Plans; (b) to maintain sales offices, management offices, signs advertising the Condominium, and models in Units that are not occupied and are for sale by the Declarant, in Units owned by the Declarant, and in the Common Elements of the Condominium; (c) to use easements through the Common Elements for the purpose of making improvements within the Condominium; and (d) to elect, appoint, or remove any officer of the Association or any member of the Board during the period of Declarant Control as provided by Article 14.

Section 11.3 Declarant Inspections and Repairs. ~~Until December 31, 2011, the Declarant shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Condominium in order to ascertain the physical condition of the improvements in the Condominium and to determine whether maintenance, repairs or replacements of any such improvements are indicated. The Declarant shall pay all~~

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costs of such inspections and tests made pursuant to this Section, shall have the right to make such repairs at it deems appropriate, shall restore the affected portion of the property to its condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom. The Declarant shall have such rights of entry on, over, under, across and through the property as may be reasonably necessary to exercise the rights described in this Section. The Declarant shall provide reasonable advance notice to the Association of the inspections and repairs, shall permit representative of the Association to be present during the inspections and repairs and shall provide the Association copies of the inspection reports.

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Section 11.4 Declarant Right to Attend Association Meetings and Receive Minutes and Notices. Until December 31, 2011, (a) the Declarant shall have the right to attend all meetings of the Board and the Association; (b) the Association shall send the Declarant notices of such meetings at the same time notices are given to the members of the Board or the Association, as the case may be, and copies of minutes of all meetings of the Board and the Association; and (c) the Declarant shall have the right to inspect the book and records of the Association as further provided in Section 13.7. Notices and minutes shall be given to the Declarant in writing to the Declarant at the address specified in Section 13.6 or in such other manner as the Declarant shall specify.

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11.3 (Changed by Amendment 3)

Section 11.5 Transfer. The rights described in this Article shall not be transferred except by instrument evidencing the transfer executed by the Declarant or the Declarant's successor and the transferee, and recorded in King County. The rights and liabilities of the parties involved in such a transfer, and of all persons who succeed to any Development Right or Special Declarant Right, are set out in RCW 64.34.316.

## Article 12 ENTRY FOR REPAIRS OR MAINTENANCE

The Association and its agents or employees may enter any Unit and the Limited Common Elements allocated thereto to effect repairs, improvements, replacements, maintenance, or sanitation work deemed by the Board to be necessary in the performance of its duties, to do necessary work that the Owner has failed to perform, or to prevent damage to the Common Elements or to another Unit. Except in cases of great emergency that preclude advance notice, the Board shall cause the Unit occupant to be given Notice and an Opportunity to be Heard as far in advance of entry as is reasonably practicable. Such entry shall be made with as little inconvenience to the Owners and occupants as practicable. The Board may levy a special Assessment against the Owner of the Unit for all or part of the cost of work that the Owner has failed to perform which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 17. The Board may require Owners and tenants to furnish duplicate keys to their Units to the Board or the Board's designated agent.



## Article 13 OWNERS ASSOCIATION

Section 13.1 Form of Association. The Owners of Units shall constitute an owners association to be known as Mira Owners Association. The Association shall be organized as a nonprofit corporation, no later than the date the first Unit in the Condominium is conveyed. The number of Board members and qualifications and procedures for election to the Board shall be provided in the Bylaws. The rights and duties of the Board and of the Association shall be governed by the provisions of the Condominium Act, the Declaration, and the Bylaws.

Section 13.2 Bylaws. The Board will adopt Bylaws to supplement the Declaration, provide for the administration of the Association and the property, and for other purposes not inconsistent with the Condominium Act or the Declaration.

Section 13.3 Qualification and Transfer. Each Owner of a Unit (including the Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit owned, which membership shall be considered appurtenant to that member's Unit. Ownership of a Unit shall be the sole qualification for membership in the Association. A membership shall not be transferred in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit, provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association to the new Owner.

Section 13.4 Powers of the Association. In addition to those actions authorized elsewhere in the Declaration, the Association shall have the power to:

13.4.1 Adopt and amend the Bylaws and the rules and regulations for the Condominium;

13.4.2 Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Common Expenses, Specially Allocated Expenses and special Assessments from Owners;

13.4.3 Hire and discharge or contract with Managing Agents and other employees, agents, and independent contractors;

13.4.4 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium; ~~provided, however, that the approval of Owners holding at least~~ Deleted, Amendment 3



67% of the votes in the Association shall be required before the Association may institute, commence or intervene in any litigation or administrative proceeding, including arbitration, other than litigation or other proceedings against Owners for collection of delinquent Assessments or for enforcement of the Declaration or rules and regulations of the Association; but Owner approval shall not be required for settlement of such litigation or administrative proceedings;

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13.4.5 Make contracts and incur liabilities;

13.4.6 Regulate the use, maintenance, repair, replacement, and modification of Common Elements and Limited Common Elements;

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13.4.7 Cause additional improvements to be made as a part of the Common Elements;

13.4.8 Acquire, hold, encumber, convey, and dispose of, in the Association's name, right, title, or interest to real or tangible and intangible personal property, and arrange for and supervise any addition or improvement to the Condominium, provided that:

13.4.8.1 If the estimated cost of any separate property acquisition, addition, or improvement to the Condominium exceeds \$5,000, the approval of the Owners holding a majority of the votes in the Association shall be required; and if such estimated cost exceeds \$25,000, the approval of the Owners holding 67% of the votes in the Association shall be required;

13.4.8.2 No structural changes shall be made to a building without the approval of Owners holding at least 67% of the votes in the Association;

13.4.8.3 No structural change shall be made to a Unit without the approval of the Owner of that Unit; and

13.4.8.4 The beneficial interest in any property acquired by the Association pursuant to this Section shall be owned by the Owners in the same proportion as their respective interests in the Common Elements and shall thereafter be held, sold, leased, mortgaged, or otherwise dealt with as the Board shall determine.

13.4.9 Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;

13.4.10 Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements and for services provided to Owners;

13.4.11 Acquire and pay for all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Condominium;



13.4.12 Impose and collect charges for late payment of Assessments as further provided in Article 17 and, after Notice and an Opportunity to be Heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in this Declaration, the Bylaws, or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of this Declaration, the Bylaws, and rules and regulations of the Association;

13.4.13 Impose and collect reasonable charges for the preparation and recording of amendments to this Declaration, resale certificates required by RCW 64.34.425, and statements of unpaid Assessments;

13.4.14 Provide for the indemnification of its officers and Board, and maintain directors' and officers' liability insurance;

13.4.15 Assign its right to future income, including the right to receive Assessments;

13.4.16 Provide or pay, as a Common Expense, the following utility service to the Owners of Units: garbage removal;

13.4.17 Provide or pay, as a Specially Allocated Expense, the following utility services to the Owners of Units: water and sewer;

13.4.18 Exercise any other powers conferred by this Declaration or the Bylaws;

13.4.19 Exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and

13.4.20 Exercise any other powers necessary and proper for the governance and operation of the Association.

**Section 13.5 Financial Statements and Records.** The Association shall keep financial records on an accrual basis and in sufficient detail to enable the Association to comply with the resale certificate requirements set forth in RCW 64.34.425. All financial and other records shall be made reasonably available for examination by any Unit Owner and the Owner's authorized agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The annual financial statement shall be audited at least annually by a certified public accountant who is not a member of the Board or an Owner. The financial statement shall be completed in time for the Association's annual meeting and in any event within 120 days following the end of the fiscal year. Any mortgagee will, upon request, be entitled to receive the annual financial statement within 120 days following the end of the fiscal year. The Board, or persons having 35% of the voting power of the Association, may



require that an audit of the Association and management books be presented at any special meeting. An Owner, at his expense, may at any reasonable time conduct an audit of the books of the Board and Association. Upon written request of FHLMC, FNMA, or HUD, if it is a Mortgagee, the Association shall provide within a reasonable time the financial statement of the Association for the preceding fiscal year.

Section 13.6 Association Annual Inspections. At least annually, the Association shall have the Condominium inspected by a qualified engineer or architect (the "Inspector") in order to ascertain the physical condition of the improvements in the Condominium and to determine whether maintenance, repairs or replacements of any such improvements are indicated. ~~The inspection shall cover, at a minimum, the "building enclosure" as such term is defined in RCW 64.55.010, including but not limited to the roof, decks, balconies, patios, terraces, windows and doors, and the plumbing lines, storm and sanitary sewer lines and other building systems. Promptly after completion of the inspection, the Inspector shall prepare a written report of the inspection for the Board. Until December 31, 2012, the Association shall provide reasonable advance notice to the Declarant of when the inspections will occur, shall permit representative of the Declarant to be present during the inspections and shall provide the Declarant with copies of the inspection reports. Notices and inspection reports shall be provided to the Declarant at the following address:~~

~~CityView Kirkland Gardens 84, L.P.  
c/o WCC Kirkland Gardens, LLC  
1411 4<sup>th</sup> Avenue, Suite 850  
Seattle, Washington 98101~~

~~or to such other address or by such other means as the Declarant may by notice to the Association designate. If the Declarant has furnished an inspection report to the Association pursuant to Section 11.3, the Association may use that report as the report required by this Section.~~

Section 13.7 Inspection of Condominium Documents, Books, and Records. The Association shall make available to Owners, Mortgagees, prospective purchasers, and their prospective Mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, and other books, records, and financial statements of the Association. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

Revision  
See Amendment 3



## Article 14: DECLARANT CONTROL PERIOD

Section 14.1 Declarant Control Until Transition Date. Until the Transition Date, the Declarant shall have the right to appoint and remove all members of the Board, provided that (a) not later than 60 days after conveyance of 25% of the Units that may be created to Owners other than the Declarant, at least one member and not less than 25% of the members of the Board must be elected by Owners other than the Declarant and (b) not later than 60 days after conveyance of 50% of the Units that may be created to Owners other than the Declarant, not less than one-third of the members of the Board must be elected by Owners other than the Declarant.

Section 14.2 Transition Date. Declarant Control of the Association shall terminate on the Transition Date. The Transition Date shall be no later than the earlier of (a) 60 days after conveyance of 75% of the Units that may be created to Owners other than the Declarant, (b) five years after the date of recording of this Declaration, (c) two years after the last conveyance of a Unit or the last exercise of a Development Right to create Units, or (d) the date on which the Declarant records an amendment to the Declaration pursuant to which the Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board. If the Declarant voluntarily surrenders control pursuant to (d) above, the Declarant may require that for the duration of the period of Declarant Control, specified actions of the Association or the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. Declarant shall also have the right to appoint one ex officio or non-voting member to the Board for five years after the Transition Date.

Section 14.3 Declarant's Transfer of Association Control. Within 60 days after the Transition Date, the Declarant shall deliver to the Association all property of the Owners and of the Association held or controlled by the Declarant including, but not limited to, the following:

14.3.1 The original or a photocopy of the recorded Declaration and each amendment to the Declaration;

14.3.2 The certificate of incorporation and a copy or duplicate original of the Articles as filed with the secretary of state;

14.3.3 The Bylaws;

14.3.4 The minute books, including all minutes and other books and records of the Association;

14.3.5 Any rules and regulations that have been adopted;

14.3.6 Resignations of officers and members of the Board who are required to resign because the Declarant is required to relinquish control of the Association;

14.3.7 The financial records, including cancelled checks, bank statements, and financial statements of the Association, and source documents from the time of incorporation of the Association through the date of transfer or control to the Owners;

14.3.8 Association funds or the control of the funds of the Association;

14.3.9 All tangible personal property of the Association, represented by the Declarant to be the property of the Association and inventory of the property;

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Address: 748 Kirkland Cir Apt E103  
Order Date: 07-07-2023  
Document not for resale  
HomeWiseDocs  
14.3.10 Except for alterations to a Unit done by a Unit Owner other than the Declarant, the copy of the Declarant's plans and specifications utilized in the construction or remodeling of the Condominium, with a certificate of the Declarant or a licensed architect or engineer that the plans and specifications represent, to the best of such Person's knowledge and belief, the actual plans and specifications utilized by the Declarant in the construction or remodeling of the Condominium;

14.3.11 Insurance policies or copies thereof for the Condominium and the Association;

14.3.12 Copies of any certificates of occupancy that may have been issued for the Condominium;

14.3.13 Any other permits issued by governmental bodies applicable the Condominium in force on the Transition Date;

14.3.14 All original warranties that are still in effect for the Common Elements, or any other areas or facilities which the Association has a responsibility to maintain and repair, from the contractor, subcontractors, suppliers, and manufacturers and all owners manuals or instructions furnished to the Declarant with respect to installed equipment or building systems;

14.3.15 A roster of Unit Owners and Eligible Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records and the date of closing of the first sale of each Unit sold by the Declarant;

14.3.16 Any leases of the Common Elements or areas and other leases to which the Association is a party;

14.3.17 Any employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or



the Unit Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge of the Person performing the services; and

14.3.18 All other contracts to which the Association is a party.

Section 14.4 Audit of Records Upon Transfer. Upon termination of the period of Declarant Control, the records of the Association shall be audited as of the date of transfer by an independent certified public accountant in accordance with generally accepted auditing standards unless the Owners, other than the Declarant, by two-thirds vote, elect to waive the audit. The costs of the audit shall be a Common Expense.

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Order Date: 3/6/2006 1:33:52 PM  
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Section 14.5 Termination of Contracts and Leases Made by the Declarant. If entered into before the Board elected pursuant to Section 15.1 takes office, (a) any management contract, employment contract, or lease of recreational or parking areas or facilities or (b) any other contract or lease between the Association and the Declarant or an affiliate of the Declarant, as defined by RCW 64.34.020(1), may be terminated without penalty by the Association at any time after the Board elected pursuant to Section 15.1 takes office upon not less than 90 days' notice to the other party or within such less notice period provided for without penalty in the contract or lease. This Section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this Section.

## Article 15 THE BOARD

Section 15.1 Selection of the Board and Officers. Prior to the Transition Date, election or appointment of members of the Board shall be governed by Section 14.1. Within 30 days after the Transition Date, the Owners shall elect a Board, a majority of whom must be Unit Owners. The number of Board members and their terms of services shall be specified in the Bylaws. The Board shall elect officers in accordance with the procedures provided in the Bylaws. The members of the Board and officers shall take office upon election. Removal of Board members, and their terms of service shall be as provided in the Bylaws.

Section 15.2 Powers of the Board; Adoption of Budget. Except as provided in this Declaration, the Bylaws or the Condominium Act, the Board shall at all times act on behalf of the Association. The Board may exercise all powers of the Association, except as otherwise provided in the Condominium Act, Declaration, or the Bylaws.

Section 15.3 Managing Agent. The Board may contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Condominium, and may delegate such of its powers and duties to the Managing Agent as it

deems to be appropriate, except as limited herein. If professional management has been required by HUD, FNMA, FHLMC, or other similar agency or corporation, the procedure for terminating professional management and assuming self-management shall be that procedure set forth in Article 26. Any contract with a Managing Agent shall have a term no longer than one year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (a) for cause, on 30 days' written notice or (b) without cause, on not more than 90 days' written notice.

Section 15.4 Limitations on Board Authority. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Article 26, to terminate the Condominium pursuant to Article 27, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board. The Board may, in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

Section 15.5 Right to Notice and Opportunity To Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants, or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

## Article 16 BUDGET AND ASSESSMENTS

Section 16.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

Section 16.2 Preparation of Budget. Not less than 30 days before the end of the fiscal year the Board shall prepare a budget for the Association for the coming year. In preparing its budget the Board shall estimate the Common Expenses and Specially Allocated Expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, including amounts reasonably anticipated to be required for maintenance, repair, and replacement of the Common Elements and the Limited Common



Elements, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. The Declarant shall prepare the initial budget for the first fiscal year of the Association.

Section 16.3 Ratification of Budget. Within 30 days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than 14 nor more than 60 days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes allocated to Owners entitled to ratify each portion of the budget vote to reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

Section 16.4 Supplemental Budget. If during the year the budget proves to be inadequate for any reason, including nonpayment of any Owner's Assessment, the Board may prepare a supplemental budget for the remainder of the year. A supplemental budget that results in an increase in an Owner's Assessments shall be ratified pursuant to Section 16.3.

Section 16.5 Assessments. The sums required by the Association for Common Expenses and Specially Allocated Expenses, as reflected by the annual budget and any supplemental budgets, shall be divided into installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly Assessment for each Unit is the total of (a) the Common Expense Liability of that Unit times the total monthly installment for Common Expenses for all Units and (b) the monthly installment of any Specially Allocated Expenses for the Unit. Common Expenses include allocations to reserves and the following utility service to Units: garbage removal. Assessments may be rounded to the nearest dollar. Monthly Assessments begin accruing for all Units upon the closing of the sale of the first Unit by the Declarant, provided that the Declarant may delay the commencement of Assessments and pay all actual Common Expenses (but no allocations to reserves). To the extent that any Common Expense is caused by the misconduct of an Owner or tenant of any Unit, the Association may assess the expense against that Unit.

Section 16.6 Specially Allocated Expenses. The following costs of the Association shall be specially allocated to certain Units based on usage or benefit:

16.6.1 All costs of repair or replacement of damaged or broken glass in the windows or doors of the Units shall be borne by or specially allocated to the Unit Owner.

16.6.2 Any assessments or charges imposed by a governmental authority on the Association or paid by the Association, such as sewer treatment capacity charges and business improvement area assessments, shall be specially assessed to the Units on the same

basis or in accordance with the same formula as such assessments or charges are levied by the governmental authority.

16.6.3 Water and sewer charges for the Units shall be specially allocated based on water usage as determined by submeters. The Association may require security deposits from any Owner who is paying for utilities based on usage and establish billing and collection procedures for such charges, including the use of a third party agent. If an Owner fails to make such payment, the Association may, in addition to pursuing any of the other remedies provided in this Declaration or at law for collection of Assessments, use the Owner's deposit to pay the invoice and, upon ten days' written notice to the Owner and any tenant of the Unit, terminate water service to the Unit if the Owner has not paid the utility charges and restored the Owner's deposit by the time specified in the notice.

Section 16.7 Contribution to Initial Working Capital. In connection with the closing of the sale of a Unit, the initial purchaser of the Unit from Declarant shall pay to the Association as a nonrefundable contribution to an initial working capital fund in an amount equal to two times the estimated monthly Assessment against the Unit, which amount shall not be considered as an advance payment of regular Assessments. On the Transition Date, the Declarant shall make such contribution for any Units remaining unsold on that date and shall be entitled to be reimbursed the amount so paid as each such Unit is conveyed. The Declarant shall not use any of the working capital fund to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits prior to the Transition Date.

Section 16.8 Special Assessments. For those Common Expenses or Specially Allocated Expenses which cannot reasonably be calculated and paid on a monthly basis, the Board may levy a special Assessment for such expenses against the Units, subject to ratification by the Owners pursuant to Section 16.3.

Section 16.9 Creation of Reserves; Assessments. The Board shall create reserve accounts for anticipated expenses for repairs, replacements, and improvements which will occur in the future in order to accumulate sufficient funds to pay such expenses when they occur. The operation of reserve accounts and Assessments for reserve accounts shall be further governed by the Bylaws.

Section 16.10 Notice of Assessments. The Board shall notify each Owner in writing of the amount of the monthly general and special Assessments to be paid for the Owner's Unit and shall furnish copies of all budgets and the Common Expense Liability allocations which apply to the Unit, on which the general and special Assessments are based. The Board shall furnish the same information to an Owner's Mortgagee if so requested.

Section 16.11 Payment of Monthly Assessments. On or before the first day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent



of the Association all Assessments against the Unit for that month. Any Assessment not paid by the tenth day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges, and collection procedures as provided in Article 17.

Section 16.12 Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Condominium shall belong to the Association.

Section 16.13 Reconciliation of Assessments to Actual Expenses. The Association shall establish and maintain its accounts and records in such a manner that will enable it deposit the Assessments for Common Expenses and Specially Allocated Expenses, including allocations to reserves, and income to the Association to the account of the appropriate Units and make its expenditures from the appropriate accounts. In order that the Unit Owners are correctly assessed for the actual expenses of the Association, the accounts of the Association shall be reconciled at least annually; and any surpluses (or deficits) in the accounts shall be credited to the benefit of or paid to (or charged to the account of or assessed against) the Owners of the Units who paid the surplus (or owe the deficit).

Section 16.14 Failure To Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent year. The monthly Assessments amounts established for the preceding year shall continue until new Assessments are established.

Section 16.15 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee of a Unit, the Board will furnish a certificate stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and mortgagees of the Unit who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

Section 16.16 Recalculation of Assessments. If Common Expense Liabilities are reallocated, Common Expense Assessments, Specially Allocated Expenses, special Assessments, and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities.

## Article 17 LIEN AND COLLECTION OF ASSESSMENTS

Section 17.1 Assessments Are a Lien; Priority. The Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due. A lien

under this Article shall be prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recording of this Declaration; (b) a mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent, EXCEPT to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 16 which would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the Association or a mortgagee, the date of trustee's sale in a nonjudicial foreclosure of a mortgage, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract, provided that the priority of the Association's lien against Units encumbered by a mortgage held by an Eligible Mortgagee or by a mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that such lien priority includes any delinquencies which relate to a period after such mortgagee becomes an Eligible Mortgagee or has given such notice and before the Association gives such mortgagee a written notice of the delinquency; and (c) liens for real property taxes and other governmental assessments or charges against the Unit. Recording of this Declaration constitutes record notice and perfection of the lien for Assessments; however, the Association may record a notice of claim of lien for Assessments in the real property records of the county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a mortgagee referred to above.

**Section 17.2 Lien May Be Foreclosed; Judicial Foreclosure.** The lien arising under this Article may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12, or nonjudicially in the manner set forth in Section 17.3. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure. Except as provided in the exception to (b) in Section 17.1, the holder of a mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such mortgagee or other purchaser of the Unit. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

**Section 17.3 Nonjudicial Foreclosure.** A lien arising under this Article may be foreclosed nonjudicially in the manner set forth in RCW 61.24 for nonjudicial foreclosure deeds of trust. For the purpose of preserving the Association's nonjudicial foreclosure option, this Declaration shall be considered to create a grant of each Unit in trust to Chicago Title Insurance Company or its successors or assigns ("Trustee"), to secure the obligations of each



Unit Owner ("Grantor") to the Association ("Beneficiary") for the payment of Assessments. Grantor shall retain the right to possession of Grantor's Unit so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have a power of sale with respect to each Unit, which becomes operative in the case of a default in a Grantor's obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes. If the Association forecloses its lien nonjudicially pursuant to this Section, it shall not be entitled to the lien priority over mortgages provided in exception (b) of Section 17.1.

Section 17.4 Receiver During Foreclosure. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rent is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental Units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this Section, and a receiver shall not be appointed less than 90 days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

Section 17.5 Assessments Are Personal Obligation. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges provided in this Article, shall be the personal obligation of the Owner of the Unit when the Assessment is made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 17.6 Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

Section 17.7 Joint and Several Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waving the lien securing such sums.

Section 17.8 Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

Section 17.9 Recovery of Attorneys' Fees and Costs. The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

Section 17.10 Security Deposit. An Owner who has been delinquent in paying his monthly Assessments for three of the five preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three months' estimated monthly Assessments, which shall be collected and shall be subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is 10 days or more delinquent in paying Assessments.

Section 17.11 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

## Article 18 ENFORCEMENT OF DECLARATION, BYLAWS, AND RULES AND REGULATIONS

Section 18.1 Rights of Action. Each Owner, the Board, and the Association shall comply strictly with this Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and the decisions of the Board. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, damages, and for injunctive relief, or any or all of them, maintainable by the Board on behalf of the Association or by an Owner.

Section 18.2 Failure of Board To Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The



receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board. This Article also extends to the Declarant.

## Article 19 TORT AND CONTRACT LIABILITY

Section 19.1 Declarant Liability. Neither the Association nor any Owner except the Declarant is liable for the Declarant's torts in connection with any part of the Condominium which the Declarant has the responsibility to maintain. Otherwise, an action alleging a wrong done by the Association must be brought against the Association and not against any Owner or any officer or director of the Association. If the wrong by the Association occurred during any period of Declarant Control and the Association gives the Declarant reasonable notice of and an opportunity to defend against the action, the Declarant who then controlled the Association is liable to the Association or to any Owner (a) for all tort losses not covered by insurance suffered by the Association or that Owner and (b) for all costs which the Association would not have incurred but for a breach of contract, other wrongful act, or omission by the Association. If the Declarant does not defend the action and is determined to be liable to the Association under this Section, the Declarant is also liable for all litigation expenses, including reasonable attorneys' fees, incurred by the Association in such defense. Any statute of limitations affecting the Association's right of action under this Section is tolled until the period of Declarant Control terminates. An Owner is not precluded from bringing an action contemplated by this Section because he or she is a Unit Owner or a member or officer of the Association.

Section 19.2 Limitation of Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Board, neither the Association, the Board, the Managing Agent, ~~nor the Declarant shall be liable for~~ the failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, or sand which may leak or flow from outside or from any parts of the buildings, or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

Section 19.3 No Personal Liability. So long as a Board member, Association committee member, Association officer, ~~the Declarant~~, or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to



any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person, provided that this Section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board.

## Article 20 INDEMNIFICATION

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

Revised  
Amendment 3

## Article 21 INSURANCE

Section 21.1 General Requirements. Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) property insurance, (b) commercial general liability insurance, (c) fidelity insurance, (d) workers' compensation insurance to the extent required by applicable laws, (e) directors and officers liability insurance, and (f) such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington, and meet the specific requirements of FNMA, HUD, and FHLMC regarding the qualifications of insurance carriers. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect property, liability, and fidelity insurance that meet the insurance requirements for condominium projects established by FNMA, HUD, or FHLMC so long as they are a holder of a mortgage or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by them. All such insurance policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any



and all insureds named therein, including Owners, Mortgagees, and designated servicers of Mortgagees.

**Section 21.2 Property Insurance; Owner's Responsibility; Deductible.** The property insurance shall, at the minimum and subject to such reasonable deductible as the Board may determine, provide all risk or special cause of loss coverage in an amount equal to the full replacement cost of the Common Elements, the Limited Common Elements, the Units, the interior partitions, and the equipment, fixtures, improvements in the Units installed by the Declarant, and personal property of the Association with an "Agreed Amount Endorsement" and, if required by FNMA or FHLMC, construction code endorsements, such as a "Demolition Cost Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement," an "Increased Cost of Construction Endorsement," and such other endorsements as FNMA or FHLMC deems necessary and are available. The policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. The policy may, in the discretion of the Board, cover loss due to earthquake. The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Each Owner and the Owner's Mortgagee, if any, shall be beneficiaries of the policy in accordance with the interest in the Common Elements appertaining to the Owner's Unit. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. Up to the amount of the deductible under the Association's policy (if applicable), each Owner of a Unit shall be responsible for (a) damage or loss within the Owner's Unit or to equipment for which the Owner is responsible under Section 10.3; (b) damage to another Unit or to the Common Elements resulting from the negligence, omission or misconduct of the Unit Owner or tenant of the Owner's Unit; or (c) damage resulting from faulty or leaking plumbing fixtures or pipes, hot water tanks, sinks, bathtubs, toilets, dishwashers, washers, including any connecting hoses or drains in or serving only the Owner's Unit. Each Owner shall promptly advise the Association in writing of any betterment or improvement intended as a permanent part of the Unit costing \$5,000 or more.

**Section 21.3 Commercial General Liability Insurance.** The liability insurance coverage shall insure the Board, the Association, the Owners, ~~the Declarant~~, and the Managing Agent, and cover all of the Common Elements in the Condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage, bodily injury, and death of persons arising out of the operation, maintenance, and use of the Common Elements, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 general aggregate.

Revised  
Amendment 3



Section 21.4 Insurance Trustee; Power of Attorney. The named insured under the policies referred to in Section 21.2 and Section 21.3 shall be the Association, as trustee for each of the Owners in accordance with their respective interests in the Common Elements, except as provided in Section 22.2. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to the provisions of Section 21.8, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Association, any insurance, trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purposes.

Section 21.5 Additional Policy Provisions. The insurance obtained pursuant to Section 21.2 and Section 21.3 shall contain the following provisions and limitations:

21.5.1 Each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

21.5.2 Such policies shall not provide for contribution by or assessment against Mortgagees or become a lien on the property superior to the lien of a first mortgage.

21.5.3 If, at the time of the loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

21.5.4 Coverage shall not be prejudiced by (a) any act, omission, or neglect of the Owners of Units when such act or neglect is not within the scope of the Owner's authority on behalf of the Association, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

21.5.5 A waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Unit, and/or their respective agents, members of the Owner's household, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

21.5.6 A standard mortgagee clause which shall:

(a) Provide that any reference to a mortgagee in the policy shall mean and include all Mortgagees of any Unit or Unit lease or sublease in their respective order of preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Owners or any persons under any of them;

(c) Waive any provision invalidating such mortgage clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause; and

(d) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Association or the insurance trustee.

Section 21.6 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other persons who handle or are responsible for handling funds of or administered by, the Association. The Managing Agent shall maintain fidelity insurance for its officers, employees, and agents who handle or who are responsible for handling funds of, or funds administered by the Association. All such fidelity insurance shall name the Association as an obligee and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the Association at any time during the term of each policy, but, in no event, shall the aggregate amount of insurance be less than three months' aggregate Assessments. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 21.7 Owners' Individual Insurance. An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit. Each Unit Owner shall be required to obtain and maintain standard condominium unit owners insurance designating the Association as an "Additional Insured" under the owner's policy. The Board may establish, in rules and regulations, the minimum coverage for Owners' policies. The Association shall have right but not the obligation to monitor the maintenance of such insurance by Unit Owners and shall have to right, but not the obligation, to obtain such insurance for the Unit Owner if the Owner fails to obtain or maintain and specially assess the cost to the Unit Owner.

Section 21.8 Use of Insurance Proceeds. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed shall be



repaired or replaced promptly by the Association pursuant to Article 22 unless (a) the Condominium is terminated, (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (c) 80% of the Unit Owners, including every Owner of a Unit or Limited Common Element which will not be rebuilt and the Declarant if it is the Owner of a Unit or has the right to create Units pursuant to Article 4, vote not to rebuild. The cost of repair or replacement in excess of the deductible, insurance proceeds and available reserves is a Common Expense. The Unit Owner shall be responsible for the amount of the deductible applicable to damage or loss within the Owner's Unit. If all of the damaged or destroyed portions of the Condominium are not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the percentage of undivided interest appertaining to the Owner's Unit, except as provided in Section 22.2. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 23, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, Article 27 governs the distribution of insurance proceeds if the Condominium is terminated.

## Article 22 DAMAGE AND REPAIR OR DAMAGE TO PROPERTY

Section 22.1 Initial Board Determination. In the event of damage to any Common Element, or to any portion of a Unit or its Limited Common Elements, equipment, or appliances covered by the Association's insurance policy, the Board shall promptly, and in all events within 60 days after the date of damage, make the following determinations with respect thereto, employing such advice as the Board deems advisable:

22.1.1 The nature and extent of the damage, together with an inventory of the improvements and property directly affected thereby.

22.1.2 A reasonably reliable estimate of the cost to repair the damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

22.1.3 The expected insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

22.1.4 The amount of the deductible to be paid by a Unit Owner with respect to damage or loss within the Owner's Unit or damage for which the Owner is responsible under Section 21.2.

22.1.5 The amount of available reserves or other Association funds, although the Board is not required to use any reserves or other Association funds; and

22.1.6 The amount, if any, by which the estimated cost of repair exceeds the portion of the deductible to be paid by a Unit Owner, expected insurance proceeds and available reserves or other Association funds, and the amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense and assessed against all the Units in proportion to their Common Expense Liabilities.

Section 22.2 Notice of Damage. The Board shall promptly, and in all events within 60 days after the date of damage, file a proof of loss statement with the insurance company if the loss is covered by insurance, and abide by all terms and conditions of its insurance policies, unless the Board determines it would not be in the best interest of the Association to file a proof of loss. The Board shall then provide each Owner and each holder of a first mortgage on a Unit with a written notice describing the damage and summarizing the initial Board determinations made under Section 22.1. If the Board fails to do so within the 60-day period, any Owner or Mortgagee may make the determinations required under Section 22.1 and give the notice required under this Section.

Section 22.3 Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Article:

22.3.1 Damage shall mean all kinds of damage, whether of slight degree or total destruction.

22.3.2 Substantial Damage shall mean that the estimated Assessment determined under Subsection 22.1.4 for any one Unit exceeds 10% of the full, fair market value of the Unit before the damage occurred, as determined by the then current assessment for the purpose of real estate taxation.

22.3.3 Repair shall mean restoring the improvements to substantially the condition they were in before they were damaged, with each Unit and the Common Elements having substantially the same boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

22.3.4 Emergency Work shall mean work that the Board deems reasonably necessary to avoid further damage or substantial diminution in value to the improvements and to protect the Owners from liability from the condition of the site.



Section 22.4 Execution of Repairs.

22.4.1 The Board shall promptly repair the damage and use the available insurance proceeds therefor as provided in Section 21.8. If the cost of repair exceeds the amount of the deductible to be paid by a Unit Owner, expected insurance proceeds and available reserves or other Association funds, the Board shall impose an Assessment against all Units in proportion to their Common Expense Liabilities in an amount sufficient to pay the excess costs.

22.4.2 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others, and take such other action as is reasonably necessary to make the repairs. Contracts for the repair work shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

22.4.3 The Board may enter into a written agreement with a reputable financial institution, trust, or escrow company that shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of \$50,000, or shall collect the insurance proceeds and carry out the provisions of this Article.

Section 22.5 Damage Not Substantial. If the damage as determined under Subsection 22.3.2 is not substantial, the provisions of this Section shall apply.

22.5.1 Either the Board or the requisite number of Owners, within 15 days after the notice required under Section 22.2 has been given, may but shall not be required to call a special Owners' meeting in accordance with Section 13.4 and the Bylaws to decide whether to repair the damage.

22.5.2 Except for emergency work, no repairs shall be commenced until after the 15-day period and until after the conclusion of the special meeting if such a special meeting is called within the 15 days.

22.5.3 A decision to not repair or rebuild may be made in accordance with Section 21.8.

Section 22.6 Substantial Damage. If the damage determined under Subsection 22.3.2 is substantial, the provisions of this Section shall apply.

22.6.1 The Board shall promptly, and in all events within 60 days after the date of damage, call a special Owners' meeting to consider repairing the damage. If the Board fails to do so within the 60-day period, then notwithstanding the provisions of

Section 13.4 and the Bylaws, any Owner or first mortgagee of a Unit may call and conduct the meeting.

22.6.2 Except for emergency work, no repairs shall be commenced until the conclusion of the special Owners' meeting.

22.6.3 At the special meeting, the following consent requirements will apply:

(a) The Owners shall be deemed to have elected to repair the damage in accordance with the original plan unless the Owners of at least 80% of the total voting power of the Condominium other than that held by the Declarant, including every Owner of a Unit which will not be rebuilt and every Owner of a Unit to which a Limited Common Element which will not be rebuilt is allocated, have given their written consent not to repair the damage.

(b) The unanimous consent of all Owners will be required to elect to rebuild in accordance with a plan that is different from the original plan.

(c) In addition to the consent by the Owners specified above, any election not to repair the damage or not to rebuild substantially in accordance with the original plan will require the approval of eligible holders of first mortgages on Units that have at least 51% of the votes subject to eligible holder mortgages.

(d) Failure to conduct the special meeting provided for under Subsection 22.6.1 within 90 days after the date of damage shall be deemed a unanimous decision to repair the damage in accordance with the original plan.

Section 22.7 Effect of Decision Not To Repair. In the event of a decision under either Subsection 22.5.3 or Subsection 22.6.3 not to repair the damage, the Board may nevertheless expend so much of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the property shall thereafter be held and distributed as provided in Section 21.8.

## Article 23 CONDEMNATION

Section 23.1 Consequences of Condemnation; Notices. If any Unit or portion thereof or the Common Elements or Limited Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed



acquisition shall promptly be given to each Owner and to each holder of a first mortgage and the provisions of this Article shall apply.

**Section 23.2 Power of Attorney.** Each Owner appoints the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings and negotiations, settlements and agreements with the condemning authority for acquisition of Common Elements or any part thereof, from the condemning authority. The Board may appoint a trustee to act on behalf of the Owners in carrying out the foregoing functions in lieu of the Association. Should the Association not act, based on their right to act pursuant to this Section, the affected Owners may individually or jointly act on their own behalf.

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Order Date: 07-11-02  
HomeWiseDocs  
**Section 23.3 Condemnation of a Unit.** If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the condemnation of a Unit shall be paid to the Owner or lienholder of the Unit as their interests may appear. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section is thereafter a Common Element.

**Section 23.4 Condemnation of Part of a Unit.** Except as provided in Section 23.3, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the condemnation awarded to the Unit Owner shall be paid to the Owner or lienholders of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides (a) that the Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

**Section 23.5 Condemnation of Common Element or Limited Common Element.** If part of the Common Elements is acquired by condemnation, the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of the acquisition. If the Board determines that a particular Owner's interest in the Common Elements diminished



with respect to other Owners, by the acquisition of a Common Element, the Declaration may be amended to adjust that Owner's Common Expense Liability allocation, or to remove the allocation of a Limited Common Element to that Owner's Unit, as the case may be.

Section 23.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 22.

## Article 24 EASEMENTS

Section 24.1 In General. Each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium.

Section 24.2 Encroachments. To the extent not provided by the definition of "Unit" in the Declaration and in the Condominium Act, each Unit and all Common and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Common and Limited Common Elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units and Common and Limited Common Elements so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment, provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit if the encroachment was caused by the willful act with full knowledge of the Owner. The encroachments described in this Section shall not be construed to be encumbrances affecting the marketability of title to any Unit.

Section 24.3 Easements Reserved by the Declarant. The Declarant reserves an easement over, across, and through the Common Elements of the Condominium for the purposes of completing any unfinished Units or other improvements, exhibiting and preparing Units for sale, making repairs required pursuant to any contract of sale, and discharging the Declarant's obligations or exercising Development Rights or Special Declarant Rights. This Section 24.3 may not be altered or amended without the written consent of the Declarant.

Section 24.4 Utility Easements Granted by the Declarant. The Declarant grants to each company or municipality providing utility services to the Condominium or to the Owners of Units in the Condominium an easement for the installation, construction, maintenance, repair, and reconstruction of all utilities serving the Condominium or the Owners, including, without limitation, such utility services as gas, water, sanitary sewer,

storm sewer, electricity, cable television, and telephone, and an easement for access over and under the Common Elements of the Condominium to the utility service facilities.

## Article 25 PROCEDURES FOR SUBDIVIDING, COMBINING OR ALTERING UNITS

Section 25.1 Submission of Proposal To Subdivide or Combine Unit. No Unit or Units shall be subdivided or combined either by agreement or legal proceedings, except as provided in this Article. An Owner may propose subdividing or combining a Unit or Units by submitting the proposal in writing to the Board and to all other Owners and mortgagees of the Unit to be subdivided or combined. Such proposal to subdivide or combine must also be given to every first mortgagee of any Unit in the Condominium. The proposal must include complete plans and specifications for accomplishing the subdivision or combination and proposed amendments of this Declaration and the Survey Map and Plans which amendments shall be executed by the Owner of the Unit to be subdivided or combined upon approval pursuant to Section 25.2, and which amendments assign an identifying number to each Unit created, and reallocate the allocated interests and liabilities formerly allocated to the subdivided or combined Unit to the new Unit or Units in any reasonable manner prescribed by the Owner of the subdivided or combined Unit or Units. The Owner of the Unit or Units to be subdivided or combined shall bear all costs of the subdivision or combination.

Section 25.2 Approval Required for Subdivision and Combination. A proposal that contemplates subdivision or combination of a Unit or Units will be accepted only if approved in writing by all Owners and mortgagees of the Unit or Units to be subdivided or combined, the Board and 51% of Eligible Mortgagees.

Section 25.3 Minor Alterations; Hard Surface Flooring. No Unit may be altered in any way except in accordance with this Article. An Owner may make any improvements or alterations to the Owner's Unit that do not change the structural walls, affect the structural integrity or acoustical properties of the building or the plumbing, mechanical or electrical systems or lessen the support of any portion of the Condominium; and an Owner of a Unit may not change the flooring from carpeting to hard surface flooring in a portion of the Unit that is over another Unit without the prior written approval of the Board, which may be withheld in its sole discretion. In connection with change from carpet to hard surface flooring, the Board may condition its approval upon the installation of an acoustical subflooring material and/or coverage of certain floor areas with carpet. An Owner may not penetrate the boundaries of a Unit as defined in Section 6.2 without the prior written approval of the Board, which may be withheld in its sole discretion or conditioned upon an inspection by a third party selected by the Board at the Owner's cost and expense. Alterations that penetrate the boundaries of a Unit include, but are not limited to, the installation of recessed spice racks, medicine cabinets, recessed lighting and recessed speakers. An Owner may not



change the appearance of the Common Elements or the exterior appearance of a Unit without permission of the Association pursuant to the procedures of Section 25.5.

Section 25.4 Adjoining Units. After acquiring an adjoining Unit or an adjoining part of any adjoining Unit, an Owner may, with approval of the Board pursuant to Section 25.5, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not adversely affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this subsection is not a relocation of boundaries. The Owner's proposal to act under this Section shall be submitted to the Board and shall include the plans and specifications for the proposed removal or alteration.

Section 25.5 Substantial Alteration. A proposal that contemplates substantial alteration of one or more Units is subject to approval by the Board. The Board shall approve an Owner's request under this Section within 30 days, unless the proposed alteration does not comply with Section 25.3 or impairs the structural integrity or mechanical or electrical systems in the Condominium. The failure of the Board to act upon a request within such period shall be deemed approval thereof.

Section 25.6 Procedure After Approval. Upon approval of a proposal under this Article, the Owner making it may proceed according to the proposed plans and specifications, provided that the Board may in its discretion require that the Board administer the work, or that provisions for the protection of other Units or Common Elements or that reasonable deadlines for completion of the work be inserted in the contracts for the work. The changes in the Survey Map Plans and Declaration shall be placed of record as amendments thereto.

Section 25.7 Relocation of Boundaries-Adjoining Units. The boundaries between adjoining Units may only be relocated by an amendment to the Declaration, pursuant to Article 26, upon application to the Board by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their allocated interests, the application must state the proposed reallocations. Unless the Board determines within 30 days that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by the Unit Owners, contains words of conveyance between them, and is recorded in the name of the grantor and the grantee. The Association shall obtain and record survey maps or plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and identifying numbers. The Owner or Owners benefited by a reallocation of Unit boundaries shall bear all costs associated therewith in proportion to the relative benefits to each such Unit as determined by the Board.

Article 26. AMENDMENT OF DECLARATION SURVEY MAP AND PLANS,  
ARTICLES, OR BYLAWS

Section 26.1 Procedures. Except in cases of amendments that may be executed by the Declarant under the Declaration or the Condominium Act, the Declaration, the Survey Map and Plans, the Articles, and the Bylaws may be amended only by vote or agreement of the Owners, as specified in this Article. An Owner may propose amendments to this Declaration or the Survey Map and Plans, the Articles, or the Bylaws to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners with 20% or more of the votes in the Association, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice must be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons (including eligible holders) entitled to receive notices. Upon the adoption of an amendment and the obtaining of any necessary consents of Eligible Mortgagees as provided below, amendment to the Declaration or the Survey Map and Plans will become effective when it is recorded or filed in the real property records in the county in which the Condominium is located. The amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. Such amendments shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption.

Section 26.2 Percentages of Consent Required. Except as provided in Article 4 in connection with the exercise of Development Rights by the Declarant or in Article 22 and Article 23 in the case of damage or condemnation of the property, the percentages of consent of Owners and mortgagees required for adoption of amendments to the Declaration, the Survey Map and Plans, the Articles, and the Bylaws are as follows:

26.2.1 The consent of Owners holding at least 67% of the votes in the Association and the consent of Eligible Mortgagees that have at least 51% of the votes of Units subject to Eligible Mortgagees shall be required to materially amend any provisions of the Declaration, the Survey Map and Plans, the Articles, or the Bylaws, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (a) voting rights; (b) Assessments, Assessment liens, or subordination of such liens; (c) reserves for maintenance, repair, or replacement of the Common Elements;



(d) responsibility for maintenance and repair of any portion of the Condominium; (e) rights to use Common Elements and Limited Common Elements; (f) reallocation of interests in Common Elements or Limited Common Elements or rights to their use; (g) redefinition of any Unit boundaries; (h) convertibility of Units into Common Elements or Common Elements into Units; (i) expansion or contraction of the Condominium or the addition, annexation, or withdrawal of property to or from the Condominium; (j) hazard or fidelity insurance requirements; (k) imposition of any restriction on the right of an Owner to sell or transfer a Unit; (l) establishment of self-management of the Condominium after professional management has been required by HUD, FNMA, FHLMC, or other similar agency or corporation or by an Eligible Mortgagee; (m) restoration or repair (after damage or partial condemnation) in a manner other than specified in the Declaration or Survey Map and Plans; or (n) any provisions which are for the express benefit of holders of first mortgages.

26.2.2 An amendment that creates or increases Development Rights or Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, shall require the vote or agreement of the Owner of each Unit particularly affected, the Declarant (if the Declarant owns a Unit or has the rights to exercise any Development Rights or Special Declarant Rights) and the Owners having at least 90% of the votes in the Association other than the Declarant.

26.2.3 All other amendments shall be adopted if consented to by 67% of the Owners.

26.2.4 An Eligible Mortgagee who receives a written request to consent to an amendment who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have consented to such request.

Section 26.3 Limitations on Amendments. No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right provided in the Declaration without the consent of the Declarant and any mortgagee of record with a security interest in the Development Rights or Special Declarant Right or in any real property subject thereto, excluding mortgagees of Units owned by persons other than the Declarant.

## Article 27 TERMINATION OF CONDOMINIUM

Section 27.1 Action Required. Except as provided in Article 22 and Article 23, the Condominium may be terminated only by agreement of Owners of Units to which at least 80% of the votes in the Association are allocated and in accordance with the Condominium Act.

Section 27.2 Condominium Act Governs. The provisions of the Condominium Act relating to termination of a condominium contained in RCW 64.34.268, as it may be amended, shall govern the termination of the Condominium, including, but not limited to, the disposition of the real property in the Condominium and the distribution of proceeds from the sale of that real property.

## Article 28: NOTICES

Section 28.1 Form and Delivery of Notice. Unless provided otherwise in this Declaration, all notices given under the provisions of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered upon being deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Notice to the Owner of any Unit shall be sufficient if mailed to the Unit if no other mailing address has been given to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to the Declarant until the Transition Date, and thereafter shall be given to the president or secretary of the Association.

Section 28.2 Notices to Eligible Mortgagees. An Eligible Mortgagee is a Mortgagee that has filed with the secretary of the Board a written request that it be given copies of the notices listed below. The request must state the name and address of the Eligible Mortgagee and the Identifying Number or address of the Unit on which it has (or insures or guarantees) a Mortgage. Until such time thereafter that the Eligible Mortgagee withdraws the request or the mortgage held, insured, or guaranteed by the Eligible Mortgagee is satisfied, the Board shall send to the Eligible Mortgagee timely written notice of (a) any proposed amendment of the Declaration or Survey Map and Plans effecting a change in (i) the boundaries of any Unit, (ii) the exclusive easement rights, if any, appertaining to any Unit, (iii) the interest in the Common Elements or the liability for Common Expenses of any Unit, (iv) the number of votes in the Association allocated to any Unit, or (v) the purposes to which a Unit or the Common Elements are restricted; (b) any proposed termination of condominium status, transfer of any part of the Common Elements, or termination of professional management of the Condominium; (c) any condemnation loss or casualty loss that affects a material portion of the Condominium or that affects any Unit on which an Eligible Mortgagee has a first mortgage; (d) any delinquency which has continued for 60 days in the payment of Assessments or charges owed by an Owner of a Unit on which an Eligible Mortgagee had a mortgage; (e) any lapse, cancellation, or material modification of any insurance policy maintained by the Association pursuant to Article 21; or (f) any proposed action that would require the consent of a specified percentage of Eligible Mortgagees pursuant to Article 22, Article 25, or Article 26.



Article 29 SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remaining provision or provisions comply with the Condominium Act.

Article 30 EFFECTIVE DATE

This Declaration shall take effect upon recording.

Order: GB41111111  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

Article 31 REFERENCE TO SURVEY MAP AND PLANS

The Survey Map and Plans was filed with the Recorder of King County, Washington, simultaneously with the recording of this Declaration under Recording No. 20060308001549, in Volume 214 of Condominiums, pages 055 through 062

Article 32 ASSIGNMENT BY DECLARANT

The Declarant reserves the right to assign, transfer, sell, lease, or rent all or a portion of the property then owned by it and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

DATED: 2.28.06

CITYVIEW KIRKLAND GARDENS 84 L.P., a  
Delaware limited partnership

By: WCC KIRKLAND GARDENS, LLC, a  
Washington limited liability company,  
authorized agent

By: Jeffrey Wysong  
Jeffrey Wysong, Authorized Agent

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Jeffrey Wysong is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath

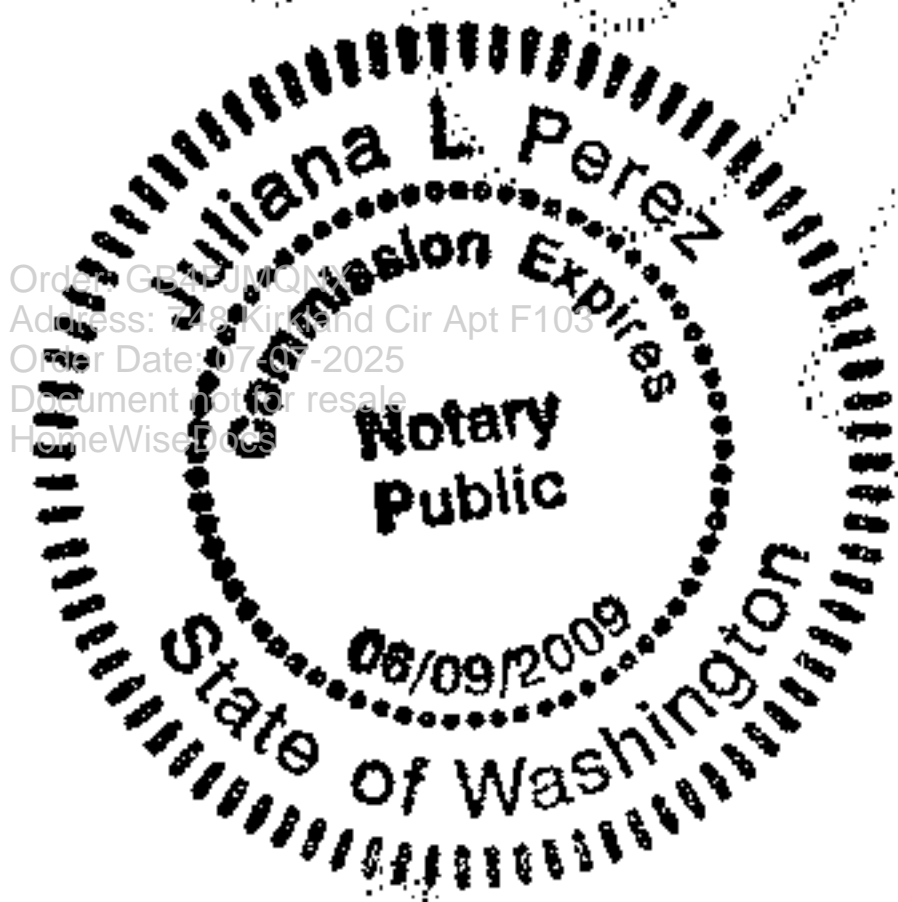
stated that said person was authorized to execute the instrument and acknowledged it as the Authorized Agent of WCC KIRKLAND GARDENS, LLC, a Washington limited liability company, the agent of CITYVIEW KIRKLAND GARDENS 84 L.P., a Delaware limited partnership, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 28 day of February, 2006.

Juliana L. Perez  
(Signature of Notary)

Juliana L. Perez  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Bainbridge Island WA  
My appointment expires 6/9/2009





Schedule A

MIRA, A CONDOMINIUM

Description of Land

PARCEL A:

Beginning at a point which bears from the south quarter corner of Section 5, Township 25 north, Range 5 East, W.M., in King County, Washington, North 04°28'36" West 502.74 feet and North 87°02'20" East 504.05 feet;  
thence North 04°28'36" West 489.15 feet;  
thence North 86°49'26" East 168.0 feet;  
thence South 04°28'36" East 489.78 feet;  
thence South 87°02'20" West 168.02 feet to the point of beginning;  
EXCEPT the South 30 feet thereof for public road purposes;  
(BEING all of Tracts 25 and 26, Block 53, Burke & Farrar's Kirkland Gardens No.15, according to the unrecorded plat thereof);

PARCEL B:

Beginning at a point which bears from the south quarter corner of Section 5, Township 25 north, Range 5 East, W.M., in King County, Washington, North 04°28'36" West 502.74 feet and North 87°02'20" East 420.03 feet;  
thence North 04°28'36" West 488.84 feet;  
thence North 86°49'26" East 84 feet;  
thence South 04°28'36" East 489.15 feet;  
thence South 87°02'20" west 84.01 feet to the point of beginning;  
EXCEPT the south 30 feet thereof for public road purposes;  
(ALSO known as Tracts 27 Block 53, Burke & Farrar's Kirkland Gardens No.15, according to the unrecorded plat thereof);

PARCEL C:

Beginning at a point which bears from the south quarter corner of Section 5, Township 25 north, Range 5 East, W.M., in King County, Washington, North 04°28'36" West 502.74 feet and North 87°02'20" East 336.03 feet;  
thence North 04°28'36" West 488.51 feet;  
thence North 86°49'26" East 84 feet;  
thence South 04°28'36" East 488.84 feet;

SCHEDULE A

thence South 87°02'20" west 84.00 feet to the point of beginning;  
EXCEPT the south 30 feet thereof for public road purposes;  
(ALSO known as Tracts 28 Block 53, Burke & Farrar's Kirkland Gardens No.15, according to  
the unrecorded plat thereof).

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

SCHEDULE A

3/6/2006 1:33:52 PM  
50619890.2

# SCHEDULE B

## MIRA, A CONDOMINIUM Unit Data; Allocated Interests; Voting

Building	Unit	Unit Data*	Level	Unit Area (Sq. Ft.)	CEL/ ICE <sup>1/</sup>	Voting
A	101	2BR, 2BA, F	1	920	1.17	1
A	102	2BR, 2BA, F	1	920	1.17	1
A	103	2BR, 2BA, F	1	930	1.18	1
A	104	2BR, 2BA, F	1	930	1.18	1
A	105	2BR, 2BA, F	1	930	1.18	1
A	201	2BR, 2BA, F	2	940	1.20	1
A	202	2BR, 2BA, F	2	930	1.18	1
A	203	2BR, 2BA, F	2	940	1.20	1
A	204	2BR, 2BA, F	2	930	1.18	1
A	205	2BR, 2BA, F	2	940	1.20	1
A	301	2BR, 2BA, F	3	940	1.20	1
A	302	2BR, 2BA, F	3	940	1.20	1
A	303	2BR, 2BA, F	3	940	1.20	1
A	304	2BR, 2BA, F	3	930	1.18	1
A	305	2BR, 2BA, F	3	940	1.20	1
B	101	2BR, 2BA, F	1	930	1.18	1
B	102	2BR, 2BA, F	1	920	1.17	1
B	103	2BR, 2BA, F	1	930	1.18	1
B	104	2BR, 2BA, F	1	920	1.17	1
B	201	2BR, 2BA, F	2	940	1.20	1
B	202	2BR, 2BA, F	2	940	1.20	1
B	203	2BR, 2BA, F	2	930	1.18	1
B	204	2BR, 2BA, F	2	940	1.20	1
B	301	2BR, 2BA, F	3	940	1.20	1
B	302	2BR, 2BA, F	3	930	1.18	1
B	303	2BR, 2BA, F	3	930	1.18	1
B	304	2BR, 2BA, F	3	930	1.18	1
C	101	2BR, 2BA, F	1	920	1.17	1
C	102	2BR, 2BA, F	1	930	1.18	1
C	103	2BR, 2BA, F	1	930	1.18	1
C	104	2BR, 2BA, F	1	930	1.18	1
C	105	2BR, 2BA, F	1	930	1.18	1
C	201	2BR, 2BA, F	2	940	1.20	1
C	202	2BR, 2BA, F	2	940	1.20	1
C	203	2BR, 2BA, F	2	940	1.20	1
C	204	2BR, 2BA, F	2	940	1.20	1
C	205	2BR, 2BA, F	2	940	1.20	1
C	301	2BR, 2BA, F	3	940	1.20	1
C	302	2BR, 2BA, F	3	940	1.20	1
C	303	2BR, 2BA, F	3	940	1.20	1
C	304	2BR, 2BA, F	3	930	1.18	1
C	305	2BR, 2BA, F	3	940	1.20	1
D	101	2BR, 2BA, F	1	930	1.18	1
D	102	2BR, 2BA, F	1	930	1.18	1
D	103	2BR, 2BA, F	1	930	1.18	1

Order: GB4FJMQNX  
Address: 748 Kirkland  
Order Date: 07-07-2022  
Document not for resale  
HomeWiseDocs



Order: GB4FJMQNX  
Address: 748 Kirkland  
Order Date: 07-07-2023  
Document not for resale  
HomeWiseDocs

Building	Unit	Unit Data*	Level	Unit Area (Sq. Ft.)	CEL/ ICE <sup>1/</sup>	Voting
D	104	2BR, 2BA, F	1	930	1.18	1
D	201	2BR, 1BA, F	2	940	1.20	1
D	202	2BR, 1BA, F	2	930	1.18	1
D	203	2BR, 1BA, F	2	940	1.20	1
D	204	2BR, 1BA, F	2	940	1.20	1
D	301	2BR, 2BA, F	3	940	1.20	1
D	302	2BR, 2BA, F	3	940	1.20	1
D	303	2BR, 2BA, F	3	940	1.20	1
D	304	2BR, 2BA, F	3	950	1.21	1
E	101	2BR, 2BA, F	1	930	1.18	1
E	102	2BR, 2BA, F	1	930	1.18	1
E	103	2BR, 2BA, F	1	930	1.18	1
E	104	2BR, 2BA, F	1	930	1.18	1
E	105	2BR, 2BA, F	1	940	1.20	1
E	106	2BR, 2BA, F	1	950	1.21	1
E	201	2BR, 2BA, F	2	940	1.20	1
E	202	2BR, 2BA, F	2	930	1.18	1
E	203	2BR, 2BA, F	2	940	1.20	1
E	204	2BR, 2BA, F	2	930	1.18	1
E	205	2BR, 2BA, F	2	940	1.20	1
E	206	2BR, 2BA, F	2	940	1.20	1
E	301	2BR, 2BA, F	3	930	1.18	1
E	302	2BR, 2BA, F	3	930	1.18	1
E	303	2BR, 2BA, F	3	930	1.18	1
E	304	2BR, 2BA, F	3	930	1.18	1
E	305	2BR, 2BA, F	3	930	1.18	1
E	306	2BR, 2BA, F	3	940	1.20	1
F	101	2BR, 2BA, F	1	920	1.17	1
F	102	2BR, 2BA, F	1	930	1.18	1
F	103	2BR, 2BA, F	1	930	1.18	1
F	104	2BR, 2BA, F	1	920	1.18	1
F	201	2BR, 2BA, F	2	940	1.21	1
F	202	2BR, 2BA, F	2	940	1.21	1
F	203	2BR, 2BA, F	2	940	1.21	1
F	204	2BR, 2BA, F	2	940	1.21	1
F	301	2BR, 2BA, F	3	940	1.21	1
F	302	2BR, 2BA, F	3	940	1.21	1
F	303	2BR, 2BA, F	3	940	1.21	1
F	304	2BR, 2BA, F	3	940	1.21	1
<b>TOTAL:</b>				<b>78,490</b>	<b>100.00</b>	<b>84</b>

\* Legend: BR - bedroom; BA - bathroom; F - fireplace

<sup>1/</sup> Common Expense Liability and Interest in Common Elements are based on relative area of Units rounded to equal 100%.

Schedule C (Parking Allocation) added by Amendment 2



Foster Pepper PLLC  
Attention: Gary N. Ackerman  
and Jamie M. Goodwin  
1111 Third Avenue, Suite 3400  
Seattle, Washington 98101-3299



**20060620002352**

CHICAGO TITLE AMDCN 34.00  
PAGE 001 OF 003  
06/20/2006 15:53  
KING COUNTY, WA

AMENDMENT NO. 1 TO  
CONDOMINIUM DECLARATION FOR  
MIRA, A CONDOMINIUM

Order: GB4FJMQNX  
Address: 748 Kirkland Circle, F103  
Document not for resale  
HomeWiseDocs

Grantor/Declarant:

CITYVIEW KIRKLAND GARDENS 84, L.P., a Delaware  
limited partnership  
Additional names on pg. N/A

Grantee:

MIRA, A CONDOMINIUM  
Additional names on pg. N/A

Legal Description:

MIRA, a condominium pursuant to Condominium Declaration  
recorded under King County Recording No. 20060308001550  
Official legal description same

Assessor's Tax Parcel ID#: 123890-0045

Reference # (if applicable): 20060308001550; 20060308001549  
Additional numbers on pg. N/A

FILED BY CHICAGO TITLE INSURANCE CO.

REF.# W-06-7079-18

DEPARTMENT OF ASSESSMENTS  
Examined and approved this 20<sup>th</sup> day of

JUNE, 2006

SCOTT NOBLE

Assessor

Foreent Andelson

Deputy Assessor

AMENDMENT NO. 1 TO  
CONDOMINIUM DECLARATION FOR  
MIRA, A CONDOMINIUM

The undersigned Declarant of Mira, a condominium created under Condominium Declaration recorded under King County Recording No. 20060308001550, (the "Declaration") and Survey Map and Plans filed under King County Recording No. 20060308001549, (the "Survey Map and Plans"), desiring to correctly state the number of regular parking stalls, hereby amends Section 9.1 of the Declaration to read as follows in its entirety:

Order: GB4FJMGNX  
Address: 748 Kirkland Cir Apt 510  
Order Date: 07/10/06  
Document not for resale  
HomeWiseDoc

Section 9.1 Assignment to Units. There are 84 covered parking spaces (carports) and 65 uncovered parking spaces, each of which is identified by number on the Survey Map and Plans. The Declarant will assign parking spaces as Limited Common Elements to Units in Schedule C or by amendment to Schedule C signed only by the Declarant. Any parking spaces remaining unassigned after the earlier of one year after the conveyance by the Declarant of all Units in the Condominium or seven years after recording this Declaration, or designated by the Declarant in Schedule C as common or guest parking, shall be for common or guest use subject to rules and regulations adopted by the Board.

DATED: 6/16/06

CITYVIEW KIRKLAND GARDENS 84 L.P., a  
Delaware limited partnership

By: WCC KIRKLAND GARDENS, LLC, a  
Washington limited liability company,  
authorized agent

By: Jeffrey Wysong

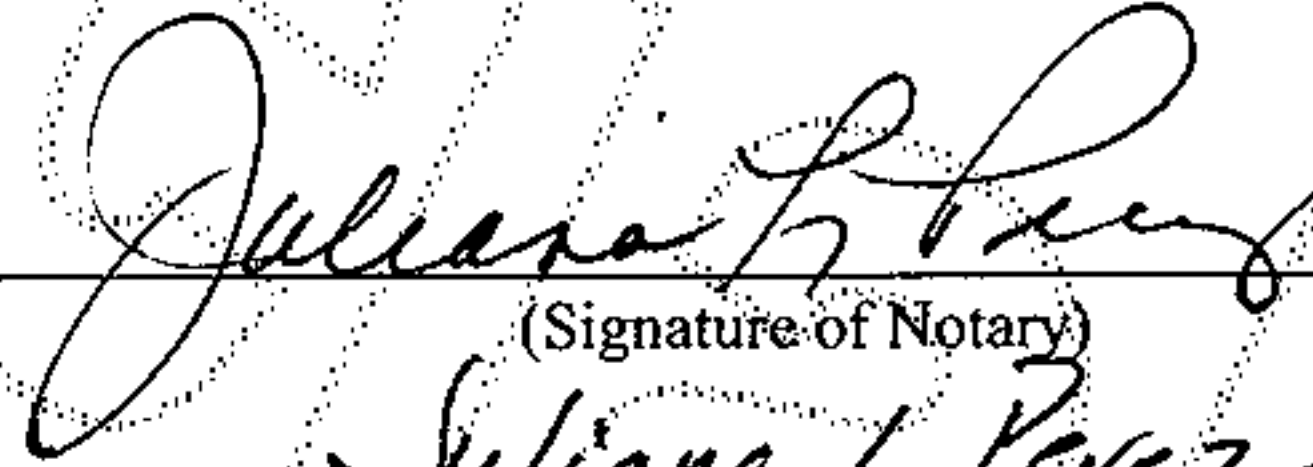
Jeffrey Wysong, Authorized Agent

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Jeffrey Wysong is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Authorized Agent of WCC KIRKLAND GARDENS, LLC, a Washington limited liability company, the agent of CITYVIEW KIRKLAND GARDENS 84 L.P., a Delaware limited partnership, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Order: GB4FJMGNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

Dated this 16 day of June 16, 2006.

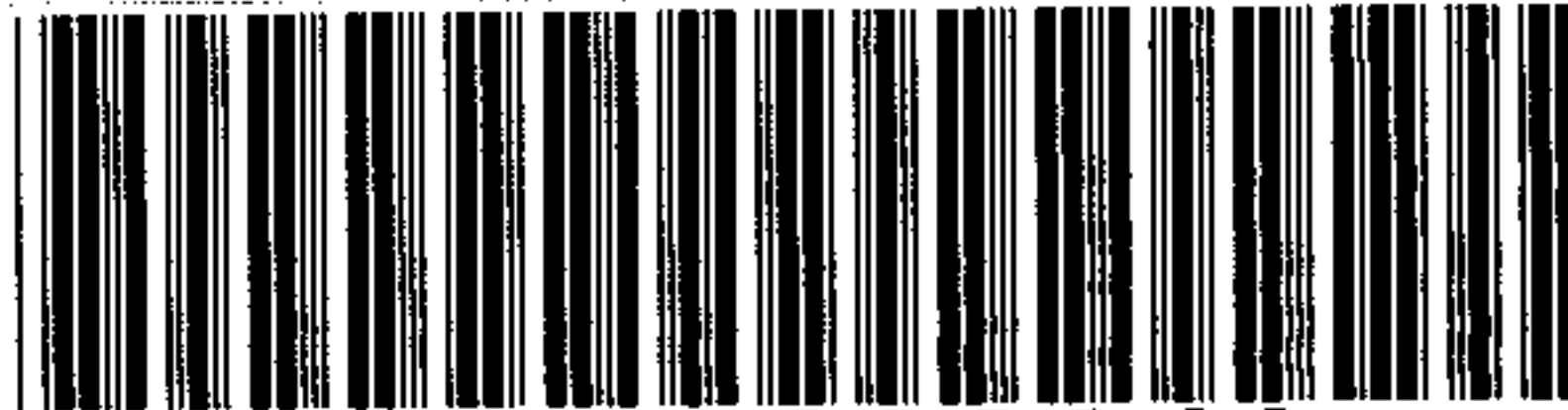
  
(Signature of Notary)

Juliana L. Perez  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of  
Washington, residing at Bainbridge Island  
My appointment expires 6/9/2009



Foster Pepper PLLC  
Attention: Gary N. Ackerman  
and Jamie M. Goodwin  
1111 Third Avenue, Suite 3400  
Seattle, Washington 98101-3299



**20070221002041**

CHICAGO TITLE AMDCN 35.00  
PAGE 001 OF 004  
02/21/2007 15:07  
KING COUNTY, WA

AMENDMENT NO. 2 TO  
CONDOMINIUM DECLARATION FOR  
MIRA, A CONDOMINIUM

Order: GB4FJMQNX  
Address: 718 King Street, Suite 103  
Document not for resale  
HomeWiseDocs

Grantor/Declarant:

CITYVIEW KIRKLAND GARDENS 84, L.P., a Delaware  
limited partnership

Additional names on pg. N/A

Grantee:

MIRA, A CONDOMINIUM

Additional names on pg. N/A

Legal Description:

MIRA, a condominium pursuant to Condominium Declaration  
recorded under King County Recording No. 20060308001550,  
as amended

Official legal description same

Assessor's Tax Parcel ID#: 123890-0045

Reference # (if applicable): 20060308001550; 20060308001549; 20060620002352  
Additional numbers on pg. N/A

FILED BY CHICAGO TITLE INSURANCE CO.

DEPARTMENT OF ASSESSMENTS

Examined and approved this 21<sup>st</sup> day of  
Feb, 2007

REF.# W07-7020-18

Assessor

Dianne Murdock  
Deputy Assessor



AMENDMENT NO. 2 TO  
CONDOMINIUM DECLARATION FOR  
MIRA, A CONDOMINIUM

The undersigned Declarant of Mira, a condominium created under Condominium Declaration recorded under King County Recording No. 20060308001550, as amended by Amendment No. 1 thereto recorded under King County Recording No. 20060620002352 (the "Declaration") and Survey Map and Plans filed under King County Recording No. 20060308001549, (the "Survey Map and Plans"), desiring to assign parking spaces to Units in the Condominium, hereby amends Schedule C as attached hereto.

DATED: 2/16/07

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

CITYVIEW KIRKLAND GARDENS 84 L.P., a  
Delaware limited partnership

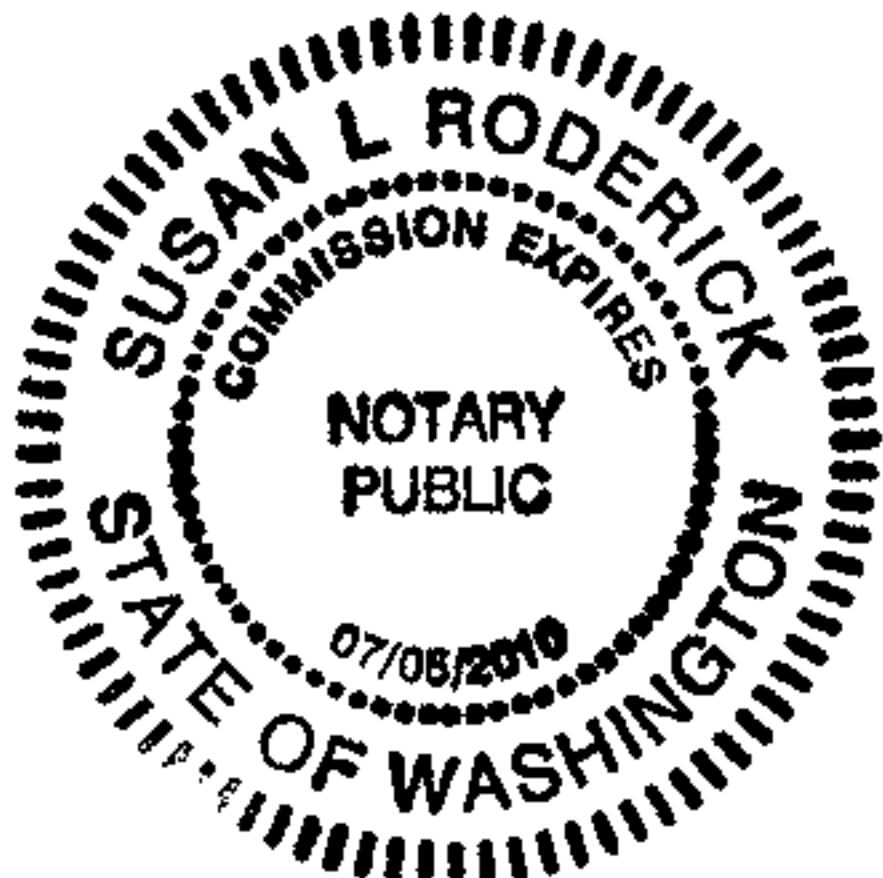
By: WCC KIRKLAND GARDENS, LLC, a  
Washington limited liability company,  
authorized agent

By: Jeffrey Wysong  
Jeffrey Wysong, Authorized Agent

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Jeffrey Wysong is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Authorized Agent of WCC KIRKLAND GARDENS, LLC, a Washington limited liability company, the agent of CITYVIEW KIRKLAND GARDENS 84 L.P., a Delaware limited partnership, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 16<sup>th</sup> day of February, 2007.



(Signature of Notary)

Susan Roderick

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Seattle  
Washington, residing at \_\_\_\_\_  
My appointment expires 7/5/10

# SCHEDULE C

## MIRA, A CONDOMINIUM Parking Assignments

Building	Unit	Parking
A	101	15
A	102	12
A	103	9, 141
A	104	6
A	105	3
A	201	14, 144
A	202	11, 143
A	203	8, 145
A	204	5, 136
A	205	2, 146
A	301	13, 137
A	302	10, 135
A	303	7, 142
A	304	4
A	305	1
B	101	33
B	102	24
B	103	21, 120, 121
B	104	16, 124
B	201	26, 115
B	202	23, 123
B	203	20, 126
B	204	17, 127
B	301	25, 116
B	302	22, 125
B	303	19
B	304	18, 129
C	101	29
C	102	32
C	103	34, 108
C	104	37, 112
C	105	40, 106
C	201	28, 111
C	202	31
C	203	35
C	204	38, 113
C	205	41
C	301	27, 110
C	302	30
C	303	36
C	304	39
C	305	42, 109
D	101	43, 107
D	102	46, 105
D	103	49, 103

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

Building	Unit	Parking
D	104	52, 92
D	201	44, 104
D	202	47
D	203	50
D	204	53, 102
D	301	45
D	302	48, 119
D	303	51, 114
D	304	54, 101
E	101	72, 128
E	102	69, 122, 130
E	103	66, 91
E	104	63
E	105	60, 93
E	106	57
E	201	67, 90
E	202	68, 87
E	203	65, 134
E	204	62, 86
E	205	59
E	206	56
E	301	70
E	302	71, 94
E	303	61
E	304	64
E	305	58
E	306	55
F	101	82, 148
F	102	79, 133
F	103	76, 147
F	104	73, 140
F	201	83, 88
F	202	80, 89
F	203	77
F	204	74, 149
F	301	84, 138
F	302	81
F	303	78, 85
F	304	75, 139

\*Parking Spaces 95-100, 117, 118, 131, and 132 are reserved for Visitor Parking

Return Address:  
Daniel Zimberoff  
Barker, Martin, P.S.  
719 2nd Avenue, Suite 1200  
Seattle, WA 98104

CONFORMED COPY

20080916001262

BARKER MARTIN AMDCN 47.00  
PAGE 001 OF 005  
09/16/2008 15:23  
KING COUNTY, WA

AMENDMENT NO. 3 TO CONDOMINIUM DECLARATION FOR MIRA, A CONDOMINIUM

**Grantor/Declarant:** CITYVIEW KIRKLAND GARDENS 84, L.P., a Delaware limited partnership  
**Grantee:** MIRA, A Condominium  
**Legal Description:** MIRA, a condominium pursuant to Condominium Declaration recorded under King County Recording No. 20060308001550, as amended  
**Assessor's Tax Parcel ID#:** 123890-0045  
**Reference # (if applicable):** 2006308001550; 2006308001549; 20060620002352; 20070221002041

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	21.3 Commercial General Liability Insurance .....	4

DEPARTMENT OF ASSESSMENTS  
Examined and approved this 16 day of Sept 2008  
Assessor  
Deputy Assessor



## AMENDMENT NO. 3 TO CONDOMINIUM DECLARATION FOR MIRA, A CONDOMINIUM

WHEREAS, a certain Declaration submitting to the provisions, restrictions and limitations of the Washington Horizontal Property Regimes Act, land hereinafter described and all improvements now existing or to be constructed on such property, to be known as MIRA CONDOMINIUMS, as amended, entitled "Condominium Declaration for MIRA, A Condominium," was recorded on March 8, 2006, under 20060308001550, in the records of King County, State of Washington, together with the Survey Map and Plans recorded under Recording No. 20060308001549 in records of King County, State of Washington; Amendment No. 1 thereto recorded under King County Recording No. 20060620002352; Amendment No. 2 thereto recorded under King County Recording No. 20070221002041; and

NOW THEREFORE, the President and Secretary of MIRA Condominium Association certify the Declaration to have been amended in the following particulars:

**A. Section 11 of the Declaration is hereby amended as follows:**

~~Section 11.3 — Declarant Inspections and Repairs. Until December 31, 2011, the Declarant shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Condominium in order to ascertain the physical condition of the improvements in the Condominium and to determine whether maintenance, repairs or replacements of any such improvements are indicated. The Declarant shall pay all costs of such inspections and tests made pursuant to this Section, shall have the right to make such repairs at it deems appropriate, shall restore the affected portion of the property to its condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom. The Declarant shall have such rights of entry on, over, under, across and through the property as may be reasonably necessary to exercise the rights described in this Section. The Declarant shall provide reasonable advance notice to the Association of the inspections and repairs, shall permit representative of the Association to be present during the inspections and repairs and shall provide the Association copies of the inspection reports.~~

~~Section 11.4 — Declarant Right to Attend Association Meetings and Receive Minutes and Notices. Until December 31, 2011, (a) the Declarant shall have the right to attend all meetings of the Board and the Association; (b) the Association shall send the Declarant notices of such meetings at the same time notices are given to the members of the Board or the Association, as the case may be, and copies of minutes of all meetings of the Board and the Association; and (c) the Declarant shall have the right to inspect the book and records of the Association as further provided in Section 13.7. Notices and minutes shall be given to the Declarant in writings to the Declarant at the address specified in Section 13.6 or in such other manner as the Declarant shall specify.~~

~~Section 11.5~~ 11.3 Transfer. The rights described in this Article shall not be transferred except by instrument evidencing the transfer executed by the Declarant or the Declarant's successor and the transferee, and recorded in King County. The rights and liabilities of the parties involved in such a transfer, and of all persons who succeed to any Development Right or Special Declarant Right, are set out in RCW 64.34.316.

**B. Section 13 of the Declaration is hereby amended as follows:**

13.4.4 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium; ; provided, however, that the approval of Owners holding at least 67% of the votes in the Association shall be required before the Association may institute, commence or

~~intervene in any litigation or administrative proceedings, including arbitration, other than litigation or other proceedings against Owners for collection of delinquent Assessments or for enforcement of the Declaration or rules and regulations of the Association; but Owner approval shall not be required for settlement of such litigation or administrative proceedings;~~

Section 13.6 Association Annual Inspections. At least annually, the Association shall have the Condominium inspected ~~by a qualified engineer or architect (the "Inspector") in order to ascertain the physical condition of the property and improvements in the Condominium and to determine whether maintenance, repairs or replacements of property or any such improvements are indicated. The inspections shall be conducted by a person qualified to conduct such inspections. The qualification of the inspector and scope of inspection shall be determined by the discretion of the Board, upon consultation with industry consultants, including but not limited to, the Association's professional management company, if available. The annual inspections should not replace reserve studies, which may be conducted in accordance with Washington law.~~ cover, at a minimum, the "building enclosure" as such term is defined in RCW 64.55.010, including but not limited to the roof, decks, balconies, patios, terraces, windows and doors; and the plumbing lines; storm and sanitary sewer lines and other building systems. Promptly after completion of the inspection, the Inspector shall prepare a written report of the inspection for the Board. Until December 31, 2012, the Association shall provide reasonable advance notice to the Declarant of when the inspections will occur, shall permit representative of the Declarant to be present during the inspections and shall provide the Declarant with copies of the inspection reports. Notices and inspection reports shall be provided to the Declarant at the following address:

————— CityView Kirkland Gardens 84, L.P.

————— c/o WCC Kirkland Gardens, LLC

————— 1411 4<sup>th</sup> Avenue, Suite 850

————— Seattle, Washington 98101

~~or to such other address or by such other means as the Declarant may by notice to the Association designate. If the Declarant has furnished an inspection report to the Association pursuant to Section 11.3, the Association may use that report as the report required by this Section.~~

**C. Section 19 of the Declaration is hereby amended as follows:**

Section 19.2 Limitation of Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Board, neither the Association, the Board unless during the period of Declarant control, or the Managing Agent, ~~nor the Declarant~~ shall be liable for: the failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, or sand which may leak or flow from outside or from any parts of the buildings, or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

Section 19.3 No Personal Liability. So long as a Board member other than Declarant during the period of Declarant control, Association committee member, Association officer, ~~the Declarant~~, or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person, provided that this Section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board.

*D. Article 20 of the Declaration is hereby amended as follows:*

Article 20 INDEMNIFICATION

Each Board member other than Declarant during the period of Declarant control, Association committee member, Association officer, ~~the Declarant~~, and the Managing Agent shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of such person's duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.


*E. Article 21 of the Declaration is hereby amended as follows:*

Section 21.3 Commercial General Liability Insurance. The liability insurance coverage shall insure the Board, the Association, the Owners, ~~the Declarant~~, and the Managing Agent, and cover all of the Common Elements in the Condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage, bodily injury, and death of persons arising out of the operation, maintenance, and use of the Common Elements, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 general aggregate.

*F. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.*

DATED this 14<sup>th</sup> day of August, 2008

MIRA CONDOMINIUM ASSOCIATION

By:   
President

ATTEST: The above amendment  
was properly adopted. /

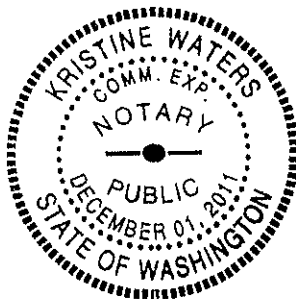
was properly adopted.


By: Annie Sumner  
Secretary

[illegible]

On this 14<sup>th</sup> day of August, 2008, personally appeared before me, Annie Gilmer and Jessica Gray, know to me to be the President and Secretary of the MIRA Condominium Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument.

DATED this 14<sup>th</sup> day of August, 2008



 (Signed)  
Kristine M. Waters (Print Name)

Notary Public in and for the State of  
Washington, residing at  
Kirkland, WA  
My commission expires:  
12/1/2011



**Insurance Dec Page**  
**Mira**

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2024

**PRODUCER** Phone: 425-691-2650 Fax: 425-691-5208  
The Partners Group, LLC  
1111 Lake Washington Blvd N, Suite 400  
Renton WA 98056

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
Mira Owners Association  
c/o Condominium Management  
12729 Northup Way, Ste 20  
Bellevue WA 98005

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Accelerant Specialty Insurance Company

16890

INSURER B: Federal Insurance Company

20281

INSURER C: The Hanover Insurance Company

22292

INSURER D: Continental Casualty Company

20443

INSURER E:

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A			<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	S0001PK00017802	11/9/2024	11/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A			<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	S0001PK00017802	11/9/2024	11/9/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B			<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	G74825278	11/9/2024	11/9/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$ \$
A			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	S0001PK00017802	11/9/2024	11/9/2025	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D			<b>OTHER</b> Crime (Fidelity) Directors & Officers	BD2J58388101 618883344	11/9/2024 11/9/2024	11/9/2025 11/9/2025	Crime Limit 1,300,000 Crime Deductible 2,500 D&O Limit 1,000,000 D&O Retention 1,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate Holder is named as Additional Insured as respects the Named Insured. Severability of Interests / Separation of Insureds applicable. Property Manager is included as an insured on the Fidelity / Crime policy. (84 Condo Units - 6 Buildings, Clubhouse, Pool, and Carports)

**CERTIFICATE HOLDER**

Evidence of Insurance

To Request COI with Lender/Unit Owner information:  
condos@tpgrp.com  
\*Please allow 24 hours for processing\*

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10-30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs



# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/6/2024

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS The Partners Group, LLC 1111 Lake Washington Blvd N, Suite 400 Renton, WA 98056		PHONE (A/C, No, Ext): 425-691-2650	COMPANY NAME AND ADDRESS Accelerant Specialty, Property (S0001PK00017802) Golden Bear, Earthquake, Flood (GFP0700146601)		NAIC NO: 16890
FAX (A/C, No): 425-691-5208		E-MAIL ADDRESS: condos@tpgrp.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:		SUB CODE:		POLICY TYPE Property, Earthquake, Flood	
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER see above	
NAMED INSURED AND ADDRESS Mira Owners Association c/o Condominium Management 12729 Northup Way, Ste 20 Bellevue WA 98005		EFFECTIVE DATE 11/09/2024		EXPIRATION DATE 11/09/2025	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:			

**PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required)** ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

## LOCATION/DESCRIPTION

See additional comments under "Remarks" section below.  
See Attached...

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGE INFORMATION**

PERILS INSURED

BASIC

BROAD

☒

SPECIAL

☐

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 20,671,000


DED:50,000

	YES	NO	N/A		
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	X			If YES, LIMIT:586,757	Actual Loss Sustained; # of months:
BLANKET COVERAGE	X			If YES, indicate value(s) reported on property identified above: \$ 20,671,000	
TERRORISM COVERAGE		X		Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	X				
IS DOMESTIC TERRORISM EXCLUDED?	X				
LIMITED FUNGUS COVERAGE	X			If YES, LIMIT:15,000	DED:50,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)	X			CP10301012	
REPLACEMENT COST	X			100% Replacement Cost	
AGREED VALUE		X			
COINSURANCE		X		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT:Included	DED:50,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X				
- Demolition Costs	X			If YES, LIMIT:500k each bldg	DED:50,000
- Incr. Cost of Construction	X			If YES, LIMIT:500k each bldg	DED:50,000
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT:20,287,960	DED:5% - \$25k min
FLOOD (If Applicable)	X			If YES, LIMIT:20,287,960	DED:5% - \$25k min
WIND / HAIL (If Subject to Different Provisions)	X			If YES, LIMIT:20,671,000	DED:50,000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X				

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

MORTGAGEE	CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
LENDERS LOSS PAYABLE		
NAME AND ADDRESS  Evidence of Insurance ----- To Request COI with Lender/Unit Owner information: condos@tpgrp.com *Please allow 24 hours for processing*		AUTHORIZED REPRESENTATIVE 



**EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)**

Certificate Holder is named as Mortgagee / Loss Payee. Coverage is "All-In" including Tenant Improvement and Betterments (TIB), walls-in and interior build-out. Wind / Hail coverage is included and is subject to the Property Deductible. (84 Condo Units – 6 Buildings, Carports, Clubhouse, and Pool)

\*\*\$50,000 PER UNIT WATER DAMAGE DEDUCTIBLE, NOT TO EXCEED 5% OF BUILDING VALUE PER ENDORSEMENT FORM: S CP 12517 01 24\*\*

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

## DESCRIPTIONS Continued.

### LOCATION/DESCRIPTION:

710-714 Kirkland Circle  
718-720 Kirkland Circle  
724-728 Kirkland Circle  
732-734 Kirkland Circle  
738-742 Kirkland Circle  
746-748 Kirkland Circle  
710 Kirkland Circle

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

# OBTAINING A CERTIFICATE OF INSURANCE

## Lender Instructions



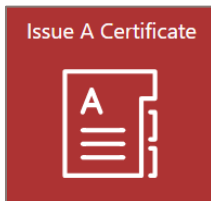
1. **CLICK HERE** or go to <https://portal.csr24.com/mvc/4555640>:

- a. Enter the following Username and Password:



Username: **mira**  
Password: **certs**

- b. Select the "Issue a Certificate" icon



2. Issue the Property Certificate:

- a. Select the Property Certificate Link

Friday, October 25, 2019

Certificate Selection List Previously Issued

Certificate  Date  Find

Preview	Certificate	Descriptions of Ops	Expiration Date
	19-20 Liability Certificate	Certificate Holder is named as Additional Insured as respect...	10/1/2020
	19-20 Property Certificate	Certificate Holder is named as Mortgagee / Loss Payee. Coverage is "All In...	10/1/2020

2 Result(s)

- b. Click "Add Holder" at the top, or select an existing entry

Certificate Selection List Friday, October 11, 2019

Select Holder Add Holder

Name  Address  Description of Ops  Find

▼ Advanced Options

Name	Address	Named Insured	Description of Ops
AmeriSave Mortgage Corp...	3525 Piedmont Road NE 8... Atlanta, GA		Unit Owner Name: SpongeBob Squarepant...
Caliber Home Loans, INC	ISAOA/ATIMA Springfield, OH 45501-7731		Unit Owner Name: Chuck Norris Address: 1...
Cornerstone Home Lending...	1177 West Loop South, Suit... Houston, TX 77027		Unit Owner Name: Jane R. Doe Address: 11...
Evidence of Insurance			Evidence of Insurance only.
Guild Mortgage Company	ISAOA San Diego, CA 92186-5304		Unit Owner Name: Bill S. Nye Address: 832...
USAA Federal Savings Bank...	P.O. Box 7729 Springfield, OH 45501-7729		Unit Owner Name: Betty White Address: 34...


6 Result(s)

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

c. Holder Information

*This is where you enter the Lender/Mortgagee information, following the guide below:*

*Note: Do NOT enter your client's loan # in the 'Loan Number' box – you will do this later.*

 Add Holder

**▼ Holder Information**

Name	Lender / Company Name
<b>Address</b>	
Line 1	Address 1
Line 2	Address 2
Line 3	
Line 4	
City	City
State/Province	WA
Zip/Postal Code	99999
Country	

This certificate supersedes previously issued certificate

☐ Yes

Do They Receive Renewals

☒ Yes  
☐ One Time Only   Interest Ends

Loan Number

\*DO NOT ADD LOAN # HERE\*

Summary

Group Code

d. Property / Nature of Interest

- Additional Named Insured – Leave this blank
- Property Information – Leave this blank
- Check appropriate boxes for 'Mortgagee' and 'Loss Payee'
- Other Interest – Leave both fields blank

**▼ Property/Nature of Interest**

Additional Named Insured	LEAVE BLANK
Property Information (Location/Description)	LEAVE BLANK
	<div>Lookup</div>
Mortgagee	<input checked="" type="checkbox"/>
Loss Payee	<input checked="" type="checkbox"/>
Other Interest	<input type="text"/> Please Select ▼
Other Interest	<input type="text"/> Please Select ▼

e. Description of Operations

*This is where you enter your borrower's information, following the guide below:*

- Click the "Lookup" button within the 'Holder Specific Portion' – a popup window will appear.

Lookup

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs



- ii. Select the 'Owner Information' template, which will populate the appropriate lines in the 'Description' box as follows:

Owner Information	Unit Owner Name:
	Address:
	Unit #

- iii. Enter the unit owner's **Name(s), Property Address, Unit #, and Loan #**

**Description of Operations**

Certificate Portion

Holder Specific Portion

Unit Owner Name: CHUCK NORRIS  
Address: 17119 ROUNDHOUSE RD, SEATTLE, WA 98119  
Unit #201  
Loan #321352856

Lookup

Spell Check

f. Delivery Information – Recipient #1

You will send the certificate to your email address

- i. Enter Your Name (or the intended recipient's name) in the 'Attention' box  
ii. Check the 'Email the Form' box and enter your email address in the 'Email' field

**Recipient 1**

Attention

Subject

Message

Your Name

Proof of Insurance for Sample Homeowners Association

Email the Form

Email


☒

youremail@mortgagecompany.com

- iii. If everything looks correct, click "Submit" to send the Property Certificate to yourself.

**Submit**

- g. If you also need a Certificate of Liability Insurance for your client, click "Issue Another Certificate" and proceed to Step 3 of the instructions. If not, you're now finished and can close the window.

 Confirmation

Open Certificate

Issue Another Certificate

**Thank you John Smith!**

The form has been delivered to the following recipients.


Emailed to Your Name - youremail@mortgagecompany.com

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs



### 3. Issue the Liability Certificate

#### a. Select the Liability Certificate Link

Friday, October 25, 2019

 Certificate Selection List Previously Issued

Certificate  Date  Find

Preview	Certificate	Descriptions of Ops	Expiration Date
	19-20 Liability Certificate	Certificate Holder is named as Additional Insured as respects the Named I...	10/1/2020
	19-20 Property Certificate	Certificate Holder is named as Mortgagee / Loss Payee. Coverage is "All In...	10/1/2020

2 Result(s)

#### b. If you've already completed a Property Certificate, your lender and client information should be available on the list. You can also search for the entry using the search bar.

× Address  Description of Ops  Find

▼ Advanced Options

#### c. Once you select the holder, info from the previously issued certificate should copy over.

**Leave everything as is.**

#### d. Click "Submit" to send the Liability Certificate to yourself.

Submit

### **Certificate Issuance is now complete.**

After you hit submit, the next screen will confirm that the information has been submitted. The generated certificate will be instantly sent to your email address provided.

If you do not receive the certificate in your email within a couple minutes, please check your junk mail folder. If it still has not arrived, feel free to call our office at (425) 455-5640 or email at [condos@tpgrp.com](mailto:condos@tpgrp.com).



Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

# **Mira Financial Packet**

Condominium Management  
Mira Condominiums

June, 2025

# Mira Condominiums

## BALANCE SHEET

As of: 06/30/2025

### Assets

Account #	Account Name	Total
<b>Operating Cash</b>		
1100	CIT Petty Cash	\$500.16
1120	CIT Operating Account	\$2,652.08
1130	Insurance Reserve	\$59,762.63
	OPERATING CASH TOTAL:	\$62,914.87
<b>Reserves</b>		
1200	CIT Maintenance Reserves	\$216,997.22
1201	CDAR 7687 26WK 3.75% 12/26/25	\$300,000.00
1202	CDAR 7725 52WK 3.45% 06/25/26	\$268,968.20
1203	CDAR 9765 26WK 4.10% 07/31/25	\$250,000.00
1206	CDAR 5373 26WK 4% 09/11/25	\$275,000.00
	RESERVES TOTAL:	\$1,310,965.42
<b>Current Assets</b>		
1500	Prepaid Insurance	\$33,139.00
1550	Amento Group Retainer	\$1,500.00
1600	Assessment Receivables	\$15,374.06
1620	Late Fee Receivable	\$675.00
1630	Water & Sewer Receivable	\$1,518.76
1660	NSF Receivable	\$20.00
1675	Delinquency Admin fee - Receivable	\$190.00
	CURRENT ASSETS TOTAL:	\$52,416.82
<b>Fixed Assets</b>		
1710	Honda Power Washer	\$1,980.70
	FIXED ASSETS TOTAL:	\$1,980.70
	TOTAL ASSETS:	\$1,428,277.81

### Liabilities

Account #	Account Name	Total
<b>Current Liabilities</b>		
2100	Accounts Payable	\$9,029.61
2115	Security Deposit-C303 Ramsammy	\$1,339.14
2120	Security Deposit-A303 Liuson	\$1,419.81
2125	Security Deposit-E303 Stapleton	\$1,319.40
2130	Security Deposit - Mohan D104	\$1,396.14
2200	Prepaid Owner Assessments	\$18,200.42
	CURRENT LIABILITIES TOTAL:	\$32,704.52

### Allocated



Account #	Account Name	Total
<b>Reserves</b>		
2890	Allocated Reserve	\$1,310,965.42
	ALLOCATED RESERVES TOTAL:	\$1,310,965.42
	TOTAL LIABILITIES:	\$1,343,669.94

**Equity**

Account #	Account Name	Total
<b>Equity</b>		
2900	Retained Earnings	\$105,090.65
	EQUITY TOTAL:	\$105,090.65
	Current Year Net Income/(Loss)	(\$20,482.78)
	TOTAL EQUITY:	\$84,607.87
	TOTAL LIABILITIES AND EQUITY:	\$1,428,277.81

**Mira Condominiums**  
**INCOME STATEMENT**  
Start: 06/01/2025 | End: 06/30/2025  
**Income**

Account	Current			Year to Date			Yearly
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Income</b>							
3000 Assessments	50,559.26	50,559.25	0.01	303,355.56	303,355.50	0.06	606,711.00
3200 Late Fee Charges	100.00	0.00	100.00	425.00	0.00	425.00	0.00
3230 Insurance Interest	7.34	0.00	7.34	31.19	0.00	31.19	0.00
3235 Operating Interest	1.15	0.00	1.15	8.27	0.00	8.27	0.00
3255 Move In/Move Out Fee	0.00	0.00	0.00	250.00	0.00	250.00	0.00
3260 NSF	10.00	0.00	10.00	40.00	0.00	40.00	0.00
3275 Delinquency Admin Fee	20.00	0.00	20.00	100.00	0.00	100.00	0.00
<b>Income Total</b>	<b>50,697.75</b>	<b>50,559.25</b>	<b>138.50</b>	<b>304,210.02</b>	<b>303,355.50</b>	<b>854.52</b>	<b>606,711.00</b>
<b>Reserve Contribution</b>							
3999 Maintenance Reserve Contribution	(18,167.00)	(18,167.00)	0.00	(109,002.00)	(109,002.00)	0.00	(218,000.00)
<b>Reserve Contribution Total</b>	<b>(18,167.00)</b>	<b>(18,167.00)</b>	<b>0.00</b>	<b>(109,002.00)</b>	<b>(109,002.00)</b>	<b>0.00</b>	<b>(218,000.00)</b>
<b>Total Income</b>	<b>32,530.75</b>	<b>32,392.25</b>	<b>138.50</b>	<b>195,208.02</b>	<b>194,353.50</b>	<b>854.52</b>	<b>388,711.00</b>

**Expense**

Account	Current			Year to Date			Yearly
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Administrative Expenses</b>							
5200 Office Expenses	18.62	108.33	89.71	430.26	649.98	219.72	1,300.00
5300 Management Fees	2,500.00	2,500.00	0.00	15,000.00	15,000.00	0.00	30,000.00
5350 Management Fee-Non Contract Service	0.00	208.33	208.33	5,000.00	1,249.98	(3,750.02)	2,500.00
5400 Audit/Tax Return	3,500.00	3,400.00	(100.00)	3,500.00	3,400.00	(100.00)	3,400.00
5425 Licenses and Permits	0.00	0.00	0.00	1,336.00	1,300.00	(36.00)	1,300.00
5500 Insurance Expense	8,284.76	7,510.92	(773.84)	49,708.56	45,065.52	(4,643.04)	90,131.00
5600 Reserve Study	0.00	1,350.00	1,350.00	0.00	1,350.00	1,350.00	1,350.00
5700 Income Taxes	0.00	3,500.00	3,500.00	15,600.00	3,500.00	(12,100.00)	3,500.00
5800 Legal Fees - General	0.00	208.33	208.33	0.00	1,249.98	1,249.98	2,500.00
5900 Contingency Fund	0.00	83.33	83.33	0.00	499.98	499.98	1,000.00
<b>Administrative Expenses Total</b>	<b>14,303.38</b>	<b>18,869.24</b>	<b>4,565.86</b>	<b>90,574.82</b>	<b>73,265.44</b>	<b>(17,309.38)</b>	<b>136,981.00</b>

Account	Current			Year to Date			Yearly
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>Utility Expenses</b>							
6000 Electric	274.16	804.17	530.01	1,500.88	4,825.02	3,324.14	9,650.00
6200 Garbage	5,906.44	0.00	(5,906.44)	17,628.56	18,828.00	1,199.44	37,655.00
6300 Water	494.53	0.00	(494.53)	14,183.12	13,776.00	(407.12)	27,550.00
6350 Irrigation	0.00	1,475.00	1,475.00	419.72	1,475.00	1,055.28	5,900.00
6375 Utility Billing Service Charges	0.00	0.00	0.00	821.66	0.00	(821.66)	0.00
6400 Sewer	660.43	0.00	(660.43)	24,985.89	22,899.99	(2,085.90)	45,800.00
6500 Cabana Emergency Phone	169.06	41.67	(127.39)	669.85	250.02	(419.83)	500.00
6550 Telephone	529.00	191.67	(337.33)	1,739.45	1,150.02	(589.43)	2,300.00
<b>Utility Expenses Total</b>	<b>8,033.62</b>	<b>2,512.51</b>	<b>(5,521.11)</b>	<b>61,949.13</b>	<b>63,204.05</b>	<b>1,254.92</b>	<b>129,355.00</b>
<b>Bdlg/Ground Maintenance</b>							
7000 Landscaping	3,584.75	3,685.42	100.67	21,543.07	22,112.52	569.45	44,225.00
7100 Landscaping - Other	556.81	416.67	(140.14)	1,883.68	2,500.02	616.34	5,000.00
7175 Irrigation Repairs and Maintenance	0.00	1,000.00	1,000.00	722.02	3,000.00	2,277.98	5,000.00
7200 Property Maintenance	330.90	2,500.00	2,169.10	23,438.27	15,000.00	(8,438.27)	30,000.00
7225 Electrical Repair/Supplies	518.38	416.67	(101.71)	1,020.52	2,500.02	1,479.50	5,000.00
7250 Janitorial Service/Supplies	0.00	125.00	125.00	330.90	750.00	419.10	1,500.00
7260 Plumbing Repair/Supplies	0.00	0.00	0.00	525.25	0.00	(525.25)	0.00
7275 Dryer Vent Cleaning	0.00	208.33	208.33	0.00	1,249.98	1,249.98	2,500.00
7300 Roof Repair/Maintenance	0.00	0.00	0.00	0.00	3,000.00	3,000.00	6,000.00
7400 Pool Chemicals and Supplies	811.53	0.00	(811.53)	811.53	0.00	(811.53)	0.00
7425 Pool Maintenance	1,970.90	1,250.00	(720.90)	3,005.46	7,500.00	4,494.54	15,000.00
7500 Pest Control	250.24	262.50	12.26	1,501.21	1,575.00	73.79	3,150.00
7600 Alarm Lines/Emergency Telephone	0.00	0.00	0.00	1,555.23	0.00	(1,555.23)	0.00
7650 Life and Safety System	0.00	0.00	0.00	759.89	0.00	(759.89)	3,500.00
7900 Contingency Fund	0.00	416.67	416.67	0.00	2,500.02	2,500.02	5,000.00
<b>Bdlg/Ground Maintenance Total</b>	<b>8,023.51</b>	<b>10,281.26</b>	<b>2,257.75</b>	<b>57,097.03</b>	<b>61,687.56</b>	<b>4,590.53</b>	<b>125,875.00</b>
<b>Reserve Income/ Transfers</b>							
8000 Reserve Interest	(141.82)	0.00	141.82	(698.97)	0.00	698.97	0.00
8001 Reallocate Reserve Interest	12,618.34	0.00	(12,618.34)	30,519.16	0.00	(30,519.16)	0.00
8002 CDAR Interest	(12,476.52)	0.00	12,476.52	(29,820.19)	0.00	29,820.19	0.00
8005 Rsv to Oper Transfer	0.00	(302,500.00)	(302,500.00)	(30,227.86)	(378,850.00)	(348,622.14)	(462,307.00)
<b>Reserve Income/ Transfers Total</b>	<b>0.00</b>	<b>(302,500.00)</b>	<b>(302,500.00)</b>	<b>(30,227.86)</b>	<b>(378,850.00)</b>	<b>(348,622.14)</b>	<b>(462,307.00)</b>
<b>Reserve Expenes</b>							
8109 Attic Insulation	6,069.82	0.00	(6,069.82)	6,069.82	0.00	(6,069.82)	0.00
8125 Asphalt-Repair & Seal	0.00	0.00	0.00	0.00	0.00	0.00	21,307.00
8130 Retaining Walls	0.00	0.00	0.00	0.00	0.00	0.00	8,500.00

Account	Current			Year to Date			Yearly
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
8135 Exterior Painting	0.00	302,500.00	302,500.00	0.00	302,500.00	302,500.00	302,500.00
8140 Unit Decks-Clean/Topcoat	0.00	0.00	0.00	0.00	0.00	0.00	50,150.00
8145 Landing/Bridges	0.00	0.00	0.00	0.00	72,200.00	72,200.00	72,200.00
8160 Irrigation System Repairs	0.00	0.00	0.00	0.00	4,150.00	4,150.00	4,150.00
8250 Tree Work	0.00	0.00	0.00	30,227.86	0.00	(30,227.86)	0.00
Reserve Expenes Total	6,069.82	302,500.00	296,430.18	36,297.68	378,850.00	342,552.32	458,807.00
Total Expense	36,430.33	31,663.01	(4,767.32)	215,690.80	198,157.05	(17,533.75)	388,711.00
Net Income	(3,899.58)	729.24	(4,628.82)	(20,482.78)	(3,803.55)	(16,679.23)	0.00



# Mira Condominiums

## YEARLY INCOME STATEMENT

Start: 01/01/2025 | End: 06/30/2025

Run Date: 07/15/2025  
Run Time: 12:34 PM

### INCOME

Account	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
Income													
3000 Assessments	\$50,559.26	\$50,559.26	\$50,559.26	\$50,559.26	\$50,559.26	\$50,559.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$303,355.56
3200 Late Fee	\$50.00	\$75.00	\$50.00	\$75.00	\$75.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$425.00
Charges													
3230 Insurance	\$2.83	\$3.83	\$5.22	\$5.41	\$6.56	\$7.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.19
Interest													
3235 Operating	\$1.72	\$1.14	\$1.63	\$1.45	\$1.18	\$1.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.27
Interest													
3255 Move In/Move	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00
Out Fee													
3260 NSF	\$10.00	\$0.00	\$0.00	\$0.00	\$20.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00
3275 Delinquency	\$0.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
Admin Fee													
<b>Sub Total Income</b>	<b>\$50,623.81</b>	<b>\$50,659.23</b>	<b>\$50,636.11</b>	<b>\$50,661.12</b>	<b>\$50,932.00</b>	<b>\$50,697.75</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$304,210.02</b>
Reserve Contribution													
3999 Maintenance	(\$18,167.00)	(\$18,167.00)	(\$18,167.00)	(\$18,167.00)	(\$18,167.00)	(\$18,167.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$109,002.00)
Reserve Contribution													
<b>Sub Total Reserve</b>	<b>(\$18,167.00)</b>	<b>(\$18,167.00)</b>	<b>(\$18,167.00)</b>	<b>(\$18,167.00)</b>	<b>(\$18,167.00)</b>	<b>(\$18,167.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$109,002.00)</b>
<b>Contribution</b>													
<b>TOTAL INCOME</b>	<b>\$32,456.81</b>	<b>\$32,492.23</b>	<b>\$32,469.11</b>	<b>\$32,494.12</b>	<b>\$32,765.00</b>	<b>\$32,530.75</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$195,208.02</b>

### EXPENSE

Account	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
Administrative													
Expenses													
5200 Office Expenses	\$126.04	\$18.99	\$14.79	\$214.14	\$37.68	\$18.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$430.26
5300 Management	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00
Fees													
5350 Management	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
Fee-Non Contract													
Service													
5400 Audit/Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00
Return													

Account	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
5425 Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$1,336.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,336.00
5500 Insurance Expense	\$8,284.76	\$8,284.76	\$8,284.76	\$8,284.76	\$8,284.76	\$8,284.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,708.56
5700 Income Taxes	\$0.00	\$0.00	\$0.00	\$12,600.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,600.00
<b>Sub Total Administrative Expenses</b>	<b>\$10,910.80</b>	<b>\$15,803.75</b>	<b>\$10,799.55</b>	<b>\$23,598.90</b>	<b>\$15,158.44</b>	<b>\$14,303.38</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$90,574.82</b>
Utility Expenses													
6000 Electric	\$276.63	\$314.58	\$279.46	\$141.81	\$214.24	\$274.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.88
6200 Garbage	\$5,815.68	\$0.00	\$5,906.44	\$0.00	\$0.00	\$5,906.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,628.56
6300 Water	\$4,997.09	\$0.00	\$4,833.86	\$0.00	\$3,857.64	\$494.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,183.12
6350 Irrigation	\$409.53	\$0.00	\$0.00	\$0.00	\$10.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$419.72
6375 Utility Billing	\$233.66	\$294.00	\$294.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$821.66
Service Charges													
6400 Sewer	\$8,939.94	\$0.00	\$8,535.67	\$0.00	\$6,849.85	\$660.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,985.89
6500 Cabana	\$255.18	\$0.00	\$169.06	\$76.55	\$0.00	\$169.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$669.85
Emergency Phone													
6550 Telephone	\$711.34	\$0.00	\$394.68	\$104.43	\$0.00	\$529.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,739.45
<b>Sub Total Utility Expenses</b>	<b>\$21,639.05</b>	<b>\$608.58</b>	<b>\$20,413.17</b>	<b>\$322.79</b>	<b>\$10,931.92</b>	<b>\$8,033.62</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$61,949.13</b>
Bdlg/Ground Maintenance													
7000 Landscaping	\$3,581.50	\$3,581.50	\$3,581.50	\$3,581.50	\$3,632.32	\$3,584.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,543.07
7100 Landscaping - Other	\$0.00	\$385.70	\$0.00	\$874.99	\$66.18	\$556.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,883.68
7175 Irrigation	\$0.00	\$0.00	\$0.00	\$722.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$722.02
Repairs and Maintenance													
7200 Property Maintenance	\$1,695.95	\$1,741.06	\$10,075.64	\$1,592.45	\$8,002.27	\$330.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,438.27
7225 Electrical Repair/Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$502.14	\$518.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,020.52
7250 Janitorial Service/Supplies	\$165.45	\$165.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.90
7260 Plumbing Repair/Supplies	\$0.00	\$525.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$525.25
7400 Pool Chemicals and Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$811.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$811.53
7425 Pool Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$1,034.56	\$1,970.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,005.46
7500 Pest Control	\$250.01	\$250.24	\$250.24	\$250.24	\$250.24	\$250.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,501.21
7600 Alarm	\$0.00	\$0.00	\$0.00	\$1,555.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,555.23

Account	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
Lines/Emergency Telephone													
7650 Life and Safety System	\$0.00	\$0.00	\$65.00	\$694.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$759.89
<b>Sub Total Bdlg/Ground Maintenance</b>	<b>\$5,692.91</b>	<b>\$6,649.20</b>	<b>\$13,972.38</b>	<b>\$9,271.32</b>	<b>\$13,487.71</b>	<b>\$8,023.51</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$57,097.03</b>
Reserve Income/ Transfers													
8000 Reserve Interest	(\$149.84)	(\$78.34)	(\$111.89)	(\$106.50)	(\$110.58)	(\$141.82)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$698.97)
8001 Reallocate Reserve Interest	\$149.84	\$5,126.96	\$12,406.94	\$106.50	\$110.58	\$12,618.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,519.16
8002 CDAR Interest	\$0.00	(\$5,048.62)	(\$12,295.05)	\$0.00	\$0.00	(\$12,476.52)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$29,820.19)
8005 Rsv to Oper Transfer	\$0.00	\$0.00	\$0.00	(\$30,227.86)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$30,227.86)
<b>Sub Total Reserve Income/ Transfers</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$30,227.86)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$30,227.86)</b>
Reserve Expenses													
8109 Attic Insulation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,069.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,069.82
8250 Tree Work	\$0.00	\$0.00	\$0.00	\$30,227.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,227.86
<b>Sub Total Reserve Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$30,227.86</b>	<b>\$0.00</b>	<b>\$6,069.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$36,297.68</b>
<b>TOTAL EXPENSE</b>	<b>\$38,242.76</b>	<b>\$23,061.53</b>	<b>\$45,185.10</b>	<b>\$33,193.01</b>	<b>\$39,578.07</b>	<b>\$36,430.33</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$215,690.80</b>
<b>NET INCOME</b>	<b>(\$5,785.95)</b>	<b>\$9,430.70</b>	<b>(\$12,715.99)</b>	<b>(\$698.89)</b>	<b>(\$6,813.07)</b>	<b>(\$3,899.58)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$20,482.78)</b>

**MIRA CONDOMINIUMS**  
**Board of Directors Meeting Minutes**  
**Monday, June 30th, 2025**

**Attendees:**

Condo Management	Michelle Schlichting (Condominium Management)
Condo Board	Kaylee, Bryan

**HOMEOWNER'S FORUM**

- No homeowners in attendance

**CALLED TO ORDER AT 6:45pm**

- Approval of minutes from last meeting April 31st
  - Approved by Bryan and Kaylee

**TREASURER'S REPORT**

- Finance update
  - \$1.4M in reserve account after spending for roof/attic repair in the F building
    - Sitting at good interest rates around 3.75-4%
    - Michelle to monitor CDs as high cost items approach

**EMAIL VOTES TO RATIFY** - None

**PROPERTY MANAGERS REPORT**

- Pool & Clubhouse
  - Pool
    - Finally up & running
    - Opening delayed due to issues
      - Pool heater that Roger installed last year broke
        - Fixed the heater for approx. \$900 (significantly better than paying \$8k for a new heater)
      - Heater was pulling too many amps from the breaker
        - Highly unusual issue
        - Created a separate breaker for the heater
        - Need to update the panel at some point, but it can wait until after pool season
    - People used the pool when it wasn't officially open
      - There was a sign out, but Michelle had to send out an email
    - Michelle found someone to check the pool 4 days a week to help cover the county requirements
  - Hot tub not open
    - Leak somewhere along the water line
    - Installing fix next week and hoping to get it open soon
    - Michelle ordered a new cover for the hot tub since the current one is in bad shape
  - Bathrooms
    - Getting cleaned and stocked up once a week

- Clubhouse was fully cleaned up
- Pressure washing
  - Carports and pool deck were pressure washed a few weeks ago
- Bridges/walkways to buildings D, E, F
  - Ranging from some rusting to becoming a hazard
    - Wood is rotting out including at the bottom of the posts holding up the bridges
  - Michelle went out last month with contractors and is meeting with architect next week as we need architect drawings for permits
  - Will tackle alongside recoating the landings in every building
  - Michelle to get a quote for the Board soon and will find out if there are any temporary fixes for the hazardous area that can be done before we have a permanent fix
- Landscaping
  - Michelle met with landscapers; everything is looking good
  - Some irrigation repairs were done to keep everything working well
- Attic inspections
  - Will be done in the fall once it cools down
  - Michelle will work with PSE to try and get some rebate even if we don't qualify for the standard rebates
- Parking Lot Seal Coating
  - Have already sent out emails and will post notices on doors and at mailboxes next week
  - No cars on the property for two days in July
- Delinquency update
  - Making progress; working to get through process on the 2 outstanding units before more WUCIOA rules go into affect January 1st

**Executive Session - None**

**Next Meeting – July 21st @ 6:30pm**

**MEETING ADJOURNED AT 7:05pm**



**MIRA CONDOMINIUMS**  
**Board of Directors Meeting Minutes**  
**Monday, March 31st, 2025**

**Attendees:**

Condo Management	Michelle Schlichting (Condominium Management)
Condo Board	Kaylee, Bryan, Charles

**HOMEOWNER'S FORUM**

- Carl - E303 owner
  - Renters shared complaints about marijuana smoking in the stairwells (last fall) and strong cooking smells coming from unit E103
    - General smells are not enforceable but Michelle will reach out to E103 and add a newsletter reminder for all residents
    - State law: smoking not allowed within 25 ft from entrances
      - If formal complaints are sent to Michelle, actions and fines can be taken
      - Reminder will be added to newsletter

**CALLED TO ORDER AT 6:42am**

- Approval of minutes from last meeting – Annual Meeting no quorum; September 2024 approved

**TREASURER'S REPORT**

- Any other financial business
  - Current CD's
    - i. \$250,000 – 4.10% - matures 7/31/25
    - ii. \$253,472.30 – 4.75% - matured 3/20/25 (did not reinvest)
      - Was going to renew at a bad rate (4% or less) for 1 year
      - Will move it into a better rate (~4.15%) 6 month CD soon
    - iii. \$275,000 – 4% - matures 9/11/25
    - iv. \$256,491.8 – 4.75% - matures 6/20/25
    - v. \$226,485.94 in reserves
  - Interest earned on CD's for 2024 was approximately \$12,000

**EMAIL VOTES TO RATIFY** - None

**PROPERTY MANAGERS REPORT**

- Work order report – none
- Delinquency report 03/31/25 - provided to the Board
  - Vote: Turn C303 over to attorney
    - Approved by Bryan and Kaylee. Charles was absent at this point in the meeting
- Water Notification
  - Received notification from Kirkland that a building was using more water than usual
    - Michelle to follow up with the residents and owners of the building once we confirm which building
- Violation report – none
- Newsletter – to go out by Friday

- Parking reminder already included
- To add:
  - Trash dumping reminder
  - Loud music at night
    - Example from Charles: music blasting from a car past 11pm

### **OLD BUSINESS**

- Seal Coat – to be done in July
  - Michelle waiting on the schedule and then will notify everyone as early as possible since the lot will be closed for an entire day

### **NEW BUSINESS**

- Roof/Attic issues
  - F302 tenant noticed crack in ceiling
    - Roofing company and Attic Doctor came out. Later a PSE recommended company came out
      - Moldy insulation needs to be removed once the underlying issue is fixed
      - Likely not a roofing issue
      - Seems to be a venting issue
      - PSE recommended company had significantly lower bid for the proposed work
      - Bryan & Kaylee (Charles absent at this point) agree to move forward with Michelle's recommendation to get the venting fixed in this section, replace the moldy insulation followed by repairs to F302's ceiling
  - Once this issue is addressed, Michelle recommends checking the venting in other buildings and repairing as needed/piecemeal to prevent future issues
    - Scott will check the attics to see which buildings are in the worse shape
- Fire system check
  - Buildings A, C and E coming up April 23
  - Michelle to see if Scott can check the A, C and E buildings for venting during this since residents will be home already
- Pool issues
  - Next week, Michelle will have bids for pool maintenance company
    - Companies will have 2 visits a week
  - Will need some new equipment or repairs made to existing equipment before the start of the season
  - Michelle will be sending out an email to residents asking for volunteers for pool maintenance
    - Work includes check chemicals and some minimal cleaning (take out leaves floating in the pool)
  - Maintenance company is currently cleaning bathrooms once a month. Will increase to once a week once s pool open
- Landscaping
  - Moles are returning
    - Michelle to talk to landscapers

### **ONGOING BUSINESS**

- Security on site

- No recent security issues
  - Maintenance company is regularly checking lights and replacing those that have burned out
- EV Charging Stations – where would they go? - no updates
- Solar Power – Can the roofs support the weight? - no updates
- Bike Storage? - no updates
- What to do with the old playground area between C & D bldg. - no updates

### **Executive Session**

**Next Meeting – May 19 starting at 7pm**

**MEETING ADJOURNED AT 7:29pm**

**Prior Year Annual Meeting Minutes**  
**Mira**

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
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## **MiRA Condominium November 12, 2019 Budget & Annual Meeting Minutes**

### **Annual Budget Meeting**

- Roll Call – 6:45 pm - 6 Homeowners, 5 present, 1 proxy, Quorum NOT achieved. President/Treasurer Mike H, Secretary Jane J, Suhrco Manager Michael Howe & Site Manager Dave present at the Mira Pool House. Proof of Notice of Meeting Noted.
- Introductions were made yet due to lack of quorum, the Budget was discuss for the benefit of those present with a couple questions from homeowners.
- Presentation of 2020 Budget - Mike H reviewed upcoming major projects of pool resurface and finished attic vent repair. He also noted that dues are going up. We still need a 15% increase toward Reserves and have elected to raise the dues 5% per year for three years: 2018, 2019 and 2020.
- Ratification of 2019 Budget stands per prior Board Approval
- Adjournment 6:55 pm

### **Annual Meeting**

- Roll Call 6:55 pm, 6 Homeowners, Quorum NOT achieved, Adjourn 7.09 pm. President/Treasurer Mike H, Secretary Jane J, Suhrco Manager Michael Howe & Site Manager Dave present.
- Proof of Notice of Meeting Noted.
- Approval of Minutes from Preceding Annual Meeting NOT approved.
- President's Report – see above ➤ Treasurer's Report – see above
- Election of new Board postponed due to lack of quorum & lack of nominees.
- New Business – General homeowner questions re' pool construction, playground, bike racks, shed removal, new street light, carport damage, stairwell edging, stairwell lighting and HO6 Condo Insurance reviewed.

Homeowners email Board for concerns [miracondoboard@gmail.com](mailto:miracondoboard@gmail.com)

See NEW website [https://caliber.suhrco.com/CaliberWeb2\\_SUHRCO](https://caliber.suhrco.com/CaliberWeb2_SUHRCO)

Next Board Meeting January 14, 2020, 6.30 pm Mira Pool House



**Reserve Study**  
**Mira**

Order: GB4FJMQNX  
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Order Date: 07-07-2025  
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## Mira Condominium *Kirkland, WA*



Report #: 14289-12  
Beginning: January 1, 2025  
Expires: December 31, 2025

# RESERVE STUDY Update "No-Site-Visit"

October 30, 2024

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
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# Welcome to your Reserve Study!

**A** Reserve Study is a valuable tool to help you budget responsibly for your property. This report contains all the information you need to avoid surprise expenses, make informed decisions, save money, and protect property values.

Regardless of the property type, it's a fact of life that the very moment construction is completed, every major building component begins a predictable process of physical deterioration. The operative word is "predictable" because planning for the inevitable is what a Reserve Study by **Association Reserves** is all about!

In this Report, you will find three key results:

- **Component List**

Unique to each property, the Component List serves as the foundation of the Reserve Study and details the scope and schedule of all necessary repairs & replacements.

- Reserve Fund Strength

A calculation that measures how well the Reserve Fund has kept pace with the property's physical deterioration.

- Reserve Funding Plan

A multi-year funding plan based on current Reserve Fund strength that allows for component repairs and replacements to be completed in a timely manner, with an emphasis on fairness and avoiding "catch-up" funding.

# Questions?

Please contact your Project Manager directly.



[www.reservestudy.com](http://www.reservestudy.com)

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**Mira Condominium**

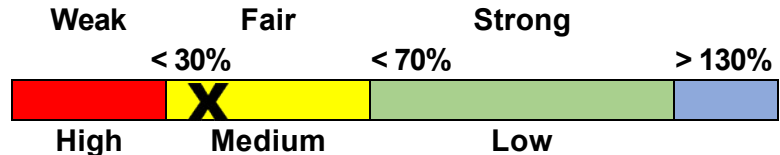
Kirkland, WA

Level of Service: **Update "No-Site-Visit"**Report #: **14289-12**

# of Units: 84

**January 1, 2025 through December 31, 2025****Findings & Recommendations****as of January 1, 2025**

Starting Reserve Balance .....	\$1,199,182
Current Fully Funded Reserve Balance .....	\$3,200,012
Percent Funded .....	37.5 %
Average Reserve (Deficit) or Surplus Per Unit .....	(\$23,819)
Recommended 2025 100% Monthly "Full Funding" Reserve Transfers .....	\$30,300
Recommended 2025 70% Monthly "Threshold Funding" Reserve Transfers .....	\$25,000
2025 "Baseline Funding" minimum to keep Reserves above \$0 .....	\$22,500
Most Recent Budgeted Reserve Transfer Rate .....	\$17,081

**Reserve Fund Strength: 37.5%****Risk of Special Assessment:****Economic Assumptions:**Net Annual "After Tax" Interest Earnings Accruing to Reserves ..... **1.00 %**Annual Inflation Rate ..... **3.00 %**

- This is a Update "No-Site-Visit", meeting all requirements of the Revised Code of Washington (RCW). This study was prepared by, or under the supervision of a credentialed Reserve Specialist (RS™).
- Your Reserve Fund is currently 37.5 % Funded. This means the association's special assessment & deferred maintenance risk is currently Medium. The objective of your multi-year Funding Plan is to fund your Reserves to a level where you will enjoy a low risk of such Reserve cash flow problems. The current annual deterioration of your reserve components is \$266,044 - see Component Significance table.
- Based on this starting point and your anticipated future expenses, our recommendation is to budget Reserve Transfers to within the 70% to 100% range as noted above. The 100% "Full" and 70% transfer rates are designed to gradually achieve these funding objectives by the end of our 30-year report scope.
- No assets appropriate for Reserve designation known to be excluded. See appendix for component information and the basis of our assumptions. "Baseline Funding" in this report is as defined within the RCW, "to maintain the reserve account balance above zero throughout the thirty-year study period, without special assessments." Funding plan transfer rates, and reserves deficit or (surplus) are presented as an aggregate total, assuming average percentage of ownership. The actual ownership allocation may vary - refer to your governing documents, and assessment computational tools to adjust for any variation.

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# Executive Summary Table

Report # 14289-12  
No-Site-Visit

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
<b>Site/Grounds</b>			
100 Concrete - Maintain/Repair	5	4	\$7,650
120 Asphalt - Resurface	40	39	\$225,000
121 Asphalt - Repair & Seal	5	0	\$24,500
140 West Perimeter Fence-Repair/Replace	15	5	\$10,050
145 Privacy Fences - Repair/Replace	25	6	\$44,300
147 Trash Enclosures - Repair/Replace	20	1	\$10,450
157 Retaining Walls - Maintain/Repair	1	0	\$8,500
160 Pole Lights - Repair/Replace	30	1	\$5,300
170 Landscape - Maintain/Refurbish	5	4	\$12,350
175 Irrigation System - Repair/Replace	5	0	\$4,150
190 Trees - Trim/Remove/Replace	5	4	\$13,450
200 Community Signs - Maintain/Replace	20	1	\$7,100
205 Mailboxes/Kiosk - Repair/Replace	20	16	\$21,000
<b>Recreation</b>			
300 Pool & Spa Deck - Repair/Replace	30	24	\$57,400
302 Pool Fence - Repair/Replace	35	29	\$14,200
304 Pool & Spa - Resurface	15	9	\$29,500
305 Pool & Spa - Retile & Coping	30	24	\$20,800
307 Pool & Spa Heaters - Replace	10	9	\$10,400
313 Pool Cover - Replace	8	3	\$4,800
315 Pool Furniture - Maintain/Replace	10	2	\$2,700
400 Cabana Flooring - Repair/Replace	15	0	\$4,600
410 Cabana Int. Walls & Ceilings-Paint	15	0	\$8,300
420 Cabana Bathrooms - Refurbish	15	14	\$4,050
<b>Building Exteriors</b>			
500 Roof: Cabana & Mail Kiosk - Replace	25	5	\$8,500
505 Roofs: Low Slope - Repair/Replace	20	1	\$906,000
508 Carport Roofs - Repair/Replace	50	31	\$101,500
516 Gutters & Downspouts-Repair/Replace	30	11	\$39,000
522 Siding: Fiber Cement-Repair/Replace	48	29	\$2,750,000
533 Exterior Surfaces - Caulk & Paint	8	0	\$302,500
534 Sealant Joints - Remove/Replace	20	11	\$37,100
535 Windows & Glass Doors - Replace	24	11	\$519,000
542 Unit Decks - Clean/Topcoat	5	0	\$50,150
544 Walkway Bridges - Repair/Replace	25	19	\$31,750
552 Landings/Bridges - Clean/Topcoat	5	0	\$72,200
555 Hand & Deck Rails - Repair/Replace	30	8	\$229,500

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
556 Hand & Deck Rails - Clean & Paint	10	0	\$50,750
560 Exterior Lights - Repair/Replace	24	3	\$19,700
590 Stairs - Repair/Replace	8	0	\$8,950
<b>Systems &amp; Equipment</b>			
900 Plumbing - Systems Evaluation	1	0	\$17,350
965 Fire Alarm Panels - Repair/Replace	20	13	\$15,000
995 Building Envelope & Structure	20	0	\$17,500

#### 41 Total Funded Components

Note 1: Yellow highlighted line items are expected to require attention in this initial year, light blue highlighted items are expected to occur within the first-five years.

## Introduction



A Reserve Study is the art and science of anticipating, and preparing for, an association's major common area repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Reserve Study is your Reserve Component List (what you are reserving for). This is because the Reserve Component List defines the *scope and schedule* of all your anticipated upcoming Reserve projects. Based on that List and your starting balance, we calculate the association's Reserve Fund Strength (reported in terms of "Percent Funded"). Then we compute a Reserve Funding Plan to provide for the Reserve needs of the association. These form the three results of your Reserve Study.



Reserve funding is not "for the future". Ongoing Reserve transfers are intended to offset the ongoing, daily deterioration of your Reserve assets. Done well, a stable, budgeted Reserve Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the association is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

## Methodology



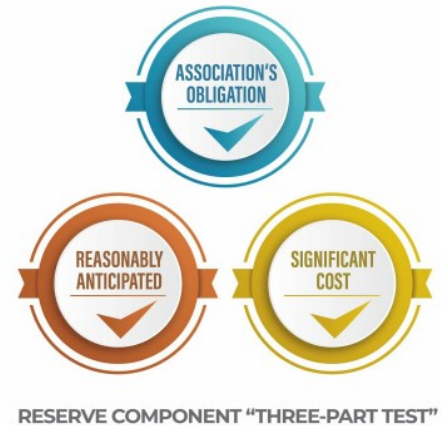
For this [Update No-Site-Visit Reserve Study](#), we started with a review of your prior Reserve Study, then looked into recent Reserve expenditures, evaluated how expenditures are handled (ongoing maintenance vs Reserves), and researched any well-established association

precedents. We updated and adjusted your Reserve Component List on the basis of time elapsed since the last Reserve Study and interviews with association representatives.

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### *Which Physical Assets are Funded by Reserves?*

There is a national-standard three-part test to determine which projects should appear in a Reserve Component List. First, it must be a common area maintenance obligation. Second, both the need and schedule of a component's project can be reasonably anticipated. Third, the project's total cost is material to the client, can be reasonably anticipated, and includes all direct and related costs. A project cost is commonly considered *material* if it is more than 0.5% to 1% of the total annual budget. This limits Reserve components to major, predictable expenses. Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to natural disasters and/or insurable events), and expenses more appropriately handled from the Operational budget.



### *How do we establish Useful Life and Remaining Useful Life estimates?*

- 1) Visual Inspection (observed wear and age)
- 2) Association Reserves database of experience
- 3) Client History (install dates & previous life cycle information)
- 4) Vendor Evaluation and Recommendation

### *How do we establish Current Repair/Replacement Cost Estimates?*

In this order...

- 1) Actual client cost history, or current proposals
- 2) Comparison to Association Reserves database of work done at similar associations
- 3) Vendor Recommendations
- 4) Reliable National Industry cost estimating guidebooks

## How much Reserves are enough?

Reserve adequacy is not measured in cash terms. Reserve adequacy is found when the *amount* of current Reserve cash is compared to Reserve component deterioration (the *needs of the association*). Having *enough* means the association can execute its projects in a timely manner with existing Reserve funds. Not having *enough* typically creates deferred maintenance or special assessments.

Adequacy is measured in a two-step process:

- 1) Calculate the *value of deterioration* at the association (called Fully Funded Balance, or FFB).
- 2) Compare that to the Reserve Fund Balance, and express as a percentage.



Each year, the *value of deterioration* at the association changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special assessments and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all associations are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special assessment).

Measuring your Reserves by Percent Funded tells how well prepared your association is for upcoming Reserve expenses. New buyers should be very aware of this important disclosure!



## How much should we transfer to Reserves?



According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with sufficient cash to perform your Reserve projects on time. Second, a stable rate of ongoing Reserve transfers is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve transfers that are evenly distributed over current and future owners enable each owner to pay their fair share of the association's Reserve expenses over the years. And finally, we develop a plan that is fiscally responsible and safe for Board members to recommend to their association. Remember, it is the Board's job to provide for the ongoing care of the common areas. Board members invite liability exposure when Reserve transfers are inadequate to offset ongoing common area deterioration.

## What is our Recommended Funding Goal?

Maintaining the Reserve Fund at a level equal to the *value* of deterioration is called "Full Funding" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **This is simple, responsible, and our recommendation.** Evidence shows that associations in the 70 - 130% range *enjoy a low risk of special assessments or deferred maintenance.*



Allowing the Reserves to fall close to zero, but not below zero, is called Baseline Funding. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special assessments & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, recommended Reserve transfers for Baseline Funding average only 10% to 15% less than Full Funding recommendations. Threshold Funding is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.

Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away. The figure below summarizes the projected future expenses at your association as defined by your Reserve Component List. A summary of these expenses are shown in the 30-yr Summary Table, while details of the projects that make up these expenses are shown in the Cash Flow Detail Table.

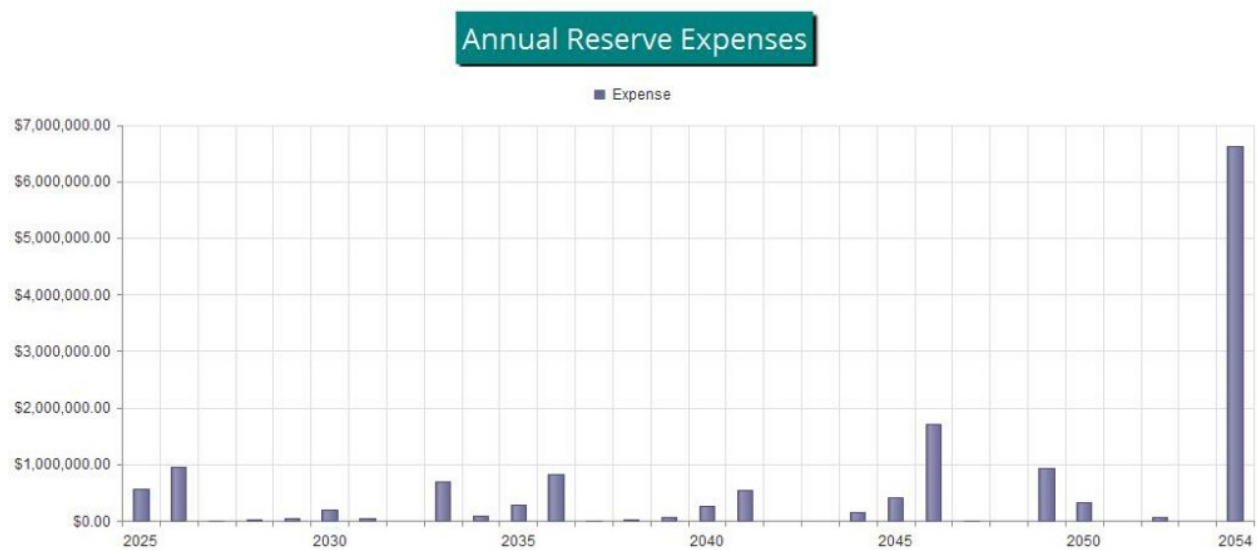


Figure 1

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$1,199,182 as-of the start of your Fiscal Year on 1/1/2025. As of that date, your Fully Funded Balance is computed to be \$3,200,012 (see Fully Funded Balance Table). This figure represents the deteriorated value of your common area components.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending budgeted transfers of \$30,300 per month this Fiscal Year. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary Table and the Cash Flow Detail Table.

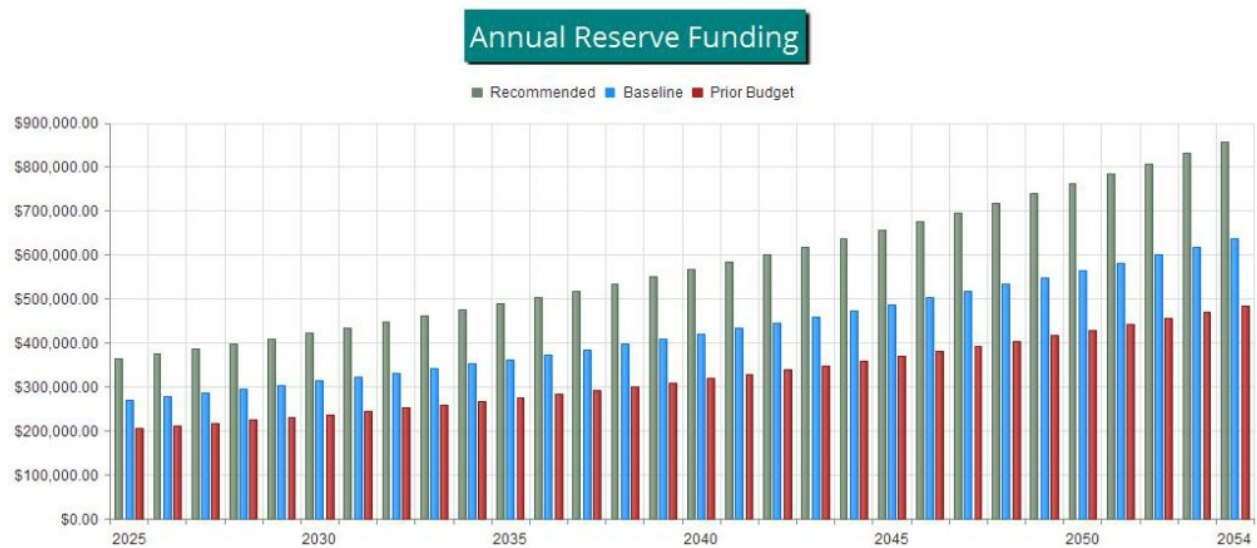


Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan, an alternate Baseline Funding Plan, and at your current budgeted transfer rate (assumes future increases), compared to your always-changing Fully Funded Balance target.

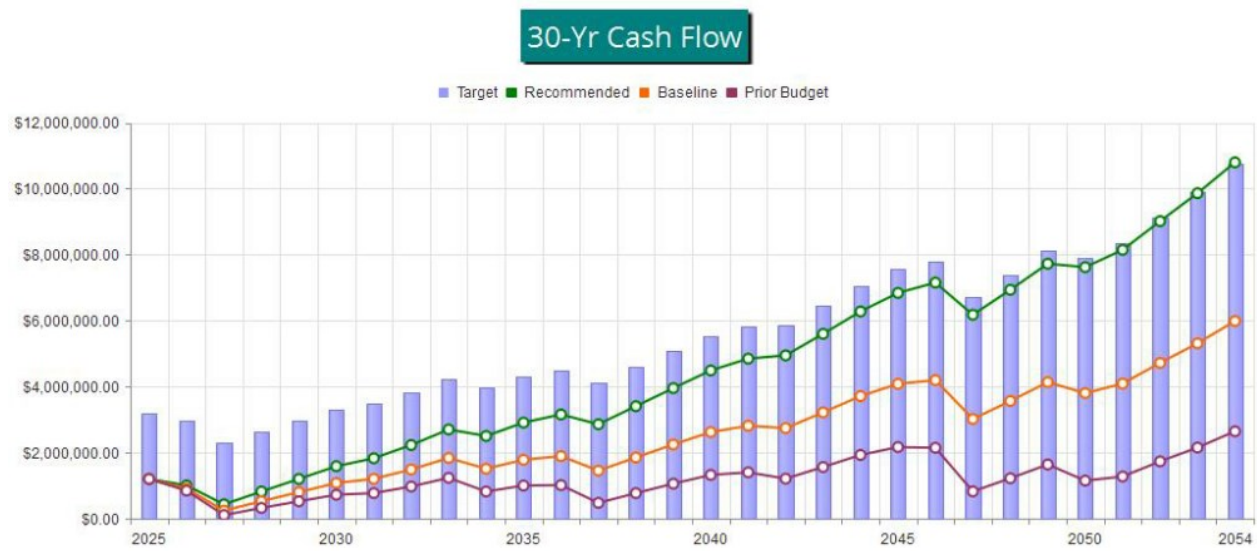


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.

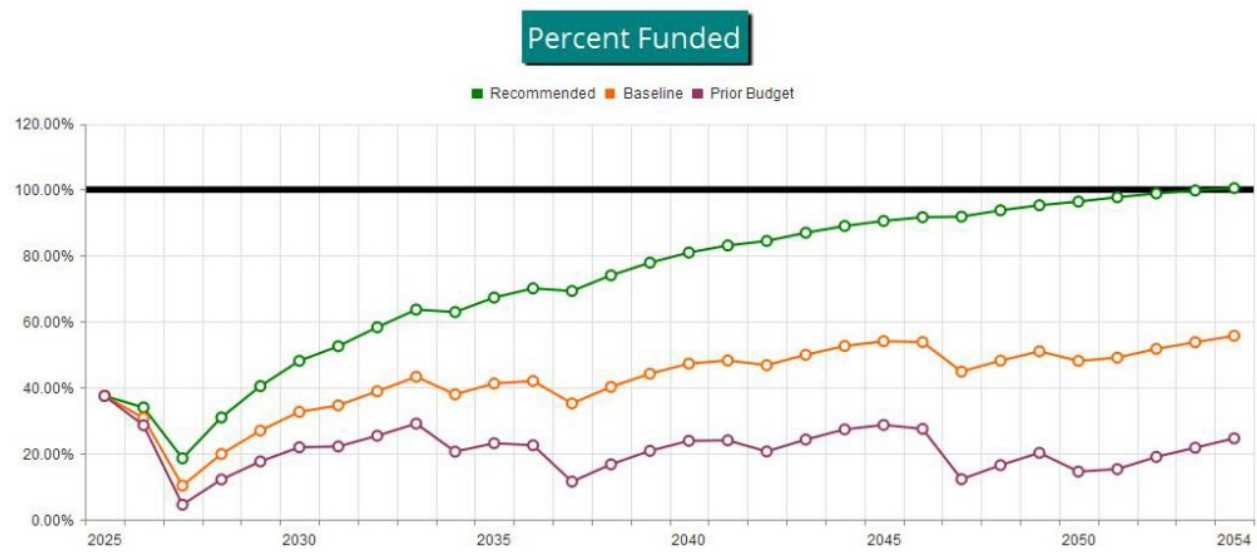


Figure 4



## Table Descriptions

Executive Summary is a summary of your Reserve Components

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their specific proportion related to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the property, helping you see which components have more (or less) influence than others on your total Reserve funding requirements. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special assessment risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.





## Reserve Component List Detail

Report # 14289-12  
No-Site-Visit

#	Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate	
					Best Case	Worst Case
Site/Grounds						
100	Concrete - Maintain/Repair	~4,300 SF, poured/curbs	5	4	\$6,900	\$8,400
120	Asphalt - Resurface	~59,600 SF	40	39	\$180,000	\$270,000
121	Asphalt - Repair & Seal	~59,600 SF	5	0	\$19,000	\$30,000
140	West Perimeter Fence-Repair/Replace	~150 LF 6' board	15	5	\$8,500	\$11,600
145	Privacy Fences - Repair/Replace	~1,200 LF, wood structure	25	6	\$35,000	\$53,600
147	Trash Enclosures - Repair/Replace	3 wood & CL ~10' x 12'	20	1	\$9,000	\$11,900
157	Retaining Walls - Maintain/Repair	Masonry blocks/wood	1	0	\$6,400	\$10,600
160	Pole Lights - Repair/Replace	3 wood 20' tall	30	1	\$4,200	\$6,400
170	Landscape - Maintain/Refurbish	Grass, shrubs, trees, etc	5	4	\$11,100	\$13,600
175	Irrigation System - Repair/Replace	Pipes, valves, etc.	5	0	\$3,600	\$4,700
190	Trees - Trim/Remove/Replace	Extensive quantity	5	4	\$12,100	\$14,800
200	Community Signs - Maintain/Replace	2 metal	20	1	\$6,100	\$8,100
205	Mailboxes/Kiosk - Repair/Replace	(7) CBU, 10 X 15 shelter	20	16	\$18,900	\$23,100
Recreation						
300	Pool & Spa Deck - Repair/Replace	~1,600 SF concrete	30	24	\$49,200	\$65,600
302	Pool Fence - Repair/Replace	~160 LF aluminum	35	29	\$11,900	\$16,500
304	Pool & Spa - Resurface	~400 SF plaster	15	9	\$25,100	\$33,900
305	Pool & Spa - Retile & Coping	~95 LF pool & ~25 LF spa	30	24	\$17,500	\$24,100
307	Pool & Spa Heaters - Replace	(2) Coates electric	10	9	\$9,400	\$11,400
313	Pool Cover - Replace	(1) canvas, anchored	8	3	\$4,200	\$5,400
315	Pool Furniture - Maintain/Replace	Moderate quantity	10	2	\$2,200	\$3,200
400	Cabana Flooring - Repair/Replace	~80 SY	15	0	\$3,700	\$5,500
410	Cabana Int. Walls & Ceilings-Paint	~2,300 SF	15	0	\$7,100	\$9,500
420	Cabana Bathrooms - Refurbish	2 ~7' x 11'/each	15	14	\$3,500	\$4,600
Building Exteriors						
500	Roof: Cabana & Mail Kiosk - Replace	~1,600 SF comp shingle	25	5	\$7,600	\$9,400
505	Roofs: Low Slope - Repair/Replace	~32,600 SF PVC membrane	20	1	\$672,000	\$1,140,000
508	Carport Roofs - Repair/Replace	(16) 12,720 SF metal	50	31	\$81,000	\$122,000
516	Gutters & Downspouts-Repair/Replace	~2,600 LF aluminum	30	11	\$33,800	\$44,200
522	Siding: Fiber Cement-Repair/Replace	~65,500 SF Fbr-Cmt/T-1-11	48	29	\$2,180,000	\$3,320,000
533	Exterior Surfaces - Caulk & Paint	~65,500 SF	8	0	\$260,000	\$345,000
534	Sealant Joints - Remove/Replace	~2,500 LF	20	11	\$31,800	\$42,400
535	Windows & Glass Doors - Replace	316 windows & 84 doors	24	11	\$426,000	\$612,000
542	Unit Decks - Clean/Topcoat	56 decks/~2,250 SF	5	0	\$40,600	\$59,700
544	Walkway Bridges - Repair/Replace	4 wood/~275 SF	25	19	\$27,400	\$36,100
552	Landings/Bridges - Clean/Topcoat	~3,240 SF,	5	0	\$58,500	\$85,900
555	Hand & Deck Rails - Repair/Replace	~1,700 LF metal/aluminum	30	8	\$208,000	\$251,000
556	Hand & Deck Rails - Clean & Paint	~1,700 LF metal	10	0	\$45,700	\$55,800
560	Exterior Lights - Repair/Replace	(205) metal/glass	24	3	\$16,500	\$22,900
590	Stairs - Repair/Replace	(15) sets	8	0	\$7,500	\$10,400
Systems & Equipment						
900	Plumbing - Systems Evaluation	Supply & drain lines	1	0	\$15,600	\$19,100
965	Fire Alarm Panels - Repair/Replace	(2) Silent Knight (1) ESL	20	13	\$12,000	\$18,000

#	Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate	
					Best Case	Worst Case
995	Building Envelope & Structure	Buildings/structures	20	0	\$15,000	\$20,000
41	Total Funded Components					



#	Component	Current Cost Estimate	X	Effective Age	/	Useful Life	=	Fully Funded Balance
Site/Grounds								
100	Concrete - Maintain/Repair	\$7,650	X	1	/	5	=	\$1,530
120	Asphalt - Resurface	\$225,000	X	1	/	40	=	\$5,625
121	Asphalt - Repair & Seal	\$24,500	X	5	/	5	=	\$24,500
140	West Perimeter Fence-Repair/Replace	\$10,050	X	10	/	15	=	\$6,700
145	Privacy Fences - Repair/Replace	\$44,300	X	19	/	25	=	\$33,668
147	Trash Enclosures - Repair/Replace	\$10,450	X	19	/	20	=	\$9,928
157	Retaining Walls - Maintain/Repair	\$8,500	X	1	/	1	=	\$8,500
160	Pole Lights - Repair/Replace	\$5,300	X	29	/	30	=	\$5,123
170	Landscape - Maintain/Refurbish	\$12,350	X	1	/	5	=	\$2,470
175	Irrigation System - Repair/Replace	\$4,150	X	5	/	5	=	\$4,150
190	Trees - Trim/Remove/Replace	\$13,450	X	1	/	5	=	\$2,690
200	Community Signs - Maintain/Replace	\$7,100	X	19	/	20	=	\$6,745
205	Mailboxes/Kiosk - Repair/Replace	\$21,000	X	4	/	20	=	\$4,200
Recreation								
300	Pool & Spa Deck - Repair/Replace	\$57,400	X	6	/	30	=	\$11,480
302	Pool Fence - Repair/Replace	\$14,200	X	6	/	35	=	\$2,434
304	Pool & Spa - Resurface	\$29,500	X	6	/	15	=	\$11,800
305	Pool & Spa - Retile & Coping	\$20,800	X	6	/	30	=	\$4,160
307	Pool & Spa Heaters - Replace	\$10,400	X	1	/	10	=	\$1,040
313	Pool Cover - Replace	\$4,800	X	5	/	8	=	\$3,000
315	Pool Furniture - Maintain/Replace	\$2,700	X	8	/	10	=	\$2,160
400	Cabana Flooring - Repair/Replace	\$4,600	X	15	/	15	=	\$4,600
410	Cabana Int. Walls & Ceilings-Paint	\$8,300	X	15	/	15	=	\$8,300
420	Cabana Bathrooms - Refurbish	\$4,050	X	1	/	15	=	\$270
Building Exteriors								
500	Roof: Cabana & Mail Kiosk - Replace	\$8,500	X	20	/	25	=	\$6,800
505	Roofs: Low Slope - Repair/Replace	\$906,000	X	19	/	20	=	\$860,700
508	Carport Roofs - Repair/Replace	\$101,500	X	19	/	50	=	\$38,570
516	Gutters & Downspouts-Repair/Replace	\$39,000	X	19	/	30	=	\$24,700
522	Siding: Fiber Cement-Repair/Replace	\$2,750,000	X	19	/	48	=	\$1,088,542
533	Exterior Surfaces - Caulk & Paint	\$302,500	X	8	/	8	=	\$302,500
534	Sealant Joints - Remove/Replace	\$37,100	X	9	/	20	=	\$16,695
535	Windows & Glass Doors - Replace	\$519,000	X	13	/	24	=	\$281,125
542	Unit Decks - Clean/Topcoat	\$50,150	X	5	/	5	=	\$50,150
544	Walkway Bridges - Repair/Replace	\$31,750	X	6	/	25	=	\$7,620
552	Landings/Bridges - Clean/Topcoat	\$72,200	X	5	/	5	=	\$72,200
555	Hand & Deck Rails - Repair/Replace	\$229,500	X	22	/	30	=	\$168,300
556	Hand & Deck Rails - Clean & Paint	\$50,750	X	10	/	10	=	\$50,750
560	Exterior Lights - Repair/Replace	\$19,700	X	21	/	24	=	\$17,238
590	Stairs - Repair/Replace	\$8,950	X	8	/	8	=	\$8,950
Systems & Equipment								
900	Plumbing - Systems Evaluation	\$17,350	X	1	/	1	=	\$17,350
965	Fire Alarm Panels - Repair/Replace	\$15,000	X	7	/	20	=	\$5,250
995	Building Envelope & Structure	\$17,500	X	20	/	20	=	\$17,500

#	Component	Current Cost Estimate	x	Effective Age	/	Useful Life	=	Fully Funded Balance
								\$3,200,012



## Component Significance

Report # 14289-12  
No-Site-Visit

#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
Site/Grounds					
100	Concrete - Maintain/Repair	5	\$7,650	\$1,530	0.58 %
120	Asphalt - Resurface	40	\$225,000	\$5,625	2.11 %
121	Asphalt - Repair & Seal	5	\$24,500	\$4,900	1.84 %
140	West Perimeter Fence-Repair/Replace	15	\$10,050	\$670	0.25 %
145	Privacy Fences - Repair/Replace	25	\$44,300	\$1,772	0.67 %
147	Trash Enclosures - Repair/Replace	20	\$10,450	\$523	0.20 %
157	Retaining Walls - Maintain/Repair	1	\$8,500	\$8,500	3.19 %
160	Pole Lights - Repair/Replace	30	\$5,300	\$177	0.07 %
170	Landscape - Maintain/Refurbish	5	\$12,350	\$2,470	0.93 %
175	Irrigation System - Repair/Replace	5	\$4,150	\$830	0.31 %
190	Trees - Trim/Remove/Replace	5	\$13,450	\$2,690	1.01 %
200	Community Signs - Maintain/Replace	20	\$7,100	\$355	0.13 %
205	Mailboxes/Kiosk - Repair/Replace	20	\$21,000	\$1,050	0.39 %
Recreation					
300	Pool & Spa Deck - Repair/Replace	30	\$57,400	\$1,913	0.72 %
302	Pool Fence - Repair/Replace	35	\$14,200	\$406	0.15 %
304	Pool & Spa - Resurface	15	\$29,500	\$1,967	0.74 %
305	Pool & Spa - Retile & Coping	30	\$20,800	\$693	0.26 %
307	Pool & Spa Heaters - Replace	10	\$10,400	\$1,040	0.39 %
313	Pool Cover - Replace	8	\$4,800	\$600	0.23 %
315	Pool Furniture - Maintain/Replace	10	\$2,700	\$270	0.10 %
400	Cabana Flooring - Repair/Replace	15	\$4,600	\$307	0.12 %
410	Cabana Int. Walls & Ceilings-Paint	15	\$8,300	\$553	0.21 %
420	Cabana Bathrooms - Refurbish	15	\$4,050	\$270	0.10 %
Building Exteriors					
500	Roof: Cabana & Mail Kiosk - Replace	25	\$8,500	\$340	0.13 %
505	Roofs: Low Slope - Repair/Replace	20	\$906,000	\$45,300	17.03 %
508	Carport Roofs - Repair/Replace	50	\$101,500	\$2,030	0.76 %
516	Gutters & Downspouts-Repair/Replace	30	\$39,000	\$1,300	0.49 %
522	Siding: Fiber Cement-Repair/Replace	48	\$2,750,000	\$57,292	21.53 %
533	Exterior Surfaces - Caulk & Paint	8	\$302,500	\$37,813	14.21 %
534	Sealant Joints - Remove/Replace	20	\$37,100	\$1,855	0.70 %
535	Windows & Glass Doors - Replace	24	\$519,000	\$21,625	8.13 %
542	Unit Decks - Clean/Topcoat	5	\$50,150	\$10,030	3.77 %
544	Walkway Bridges - Repair/Replace	25	\$31,750	\$1,270	0.48 %
552	Landings/Bridges - Clean/Topcoat	5	\$72,200	\$14,440	5.43 %
555	Hand & Deck Rails - Repair/Replace	30	\$229,500	\$7,650	2.88 %
556	Hand & Deck Rails - Clean & Paint	10	\$50,750	\$5,075	1.91 %
560	Exterior Lights - Repair/Replace	24	\$19,700	\$821	0.31 %
590	Stairs - Repair/Replace	8	\$8,950	\$1,119	0.42 %
Systems & Equipment					
900	Plumbing - Systems Evaluation	1	\$17,350	\$17,350	6.52 %
965	Fire Alarm Panels - Repair/Replace	20	\$15,000	\$750	0.28 %
995	Building Envelope & Structure	20	\$17,500	\$875	0.33 %







## 30-Year Reserve Plan Summary

Report # 14289-12  
No-Site-Visit

Fiscal Year Start: 2025

Interest:

1.00 %

Inflation:

3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

% Increase										
	Starting	Fully			Special	In Annual		Loan or		
Year	Reserve	Funded	Percent		Assmt	Reserve	Reserve	Special	Interest	Reserve
	Balance	Balance	Funded		Risk	Funding	Funding	Assmts	Income	Expenses
2025	\$1,199,182	\$3,200,012	37.5 %	<div></div>	Medium	77.39 %	\$363,600	\$0	\$11,013	\$569,450
2026	\$1,004,345	\$2,956,879	34.0 %	<div></div>	Medium	3.00 %	\$374,508	\$0	\$7,165	\$956,716
2027	\$429,302	\$2,314,990	18.5 %	<div></div>	High	3.00 %	\$385,743	\$0	\$6,236	\$2,864
2028	\$818,417	\$2,643,956	31.0 %	<div></div>	Medium	3.00 %	\$397,316	\$0	\$10,083	\$26,772
2029	\$1,199,044	\$2,966,040	40.4 %	<div></div>	Medium	3.00 %	\$409,235	\$0	\$13,912	\$37,648
2030	\$1,584,543	\$3,294,694	48.1 %	<div></div>	Medium	3.00 %	\$421,512	\$0	\$17,048	\$196,555
2031	\$1,826,548	\$3,477,888	52.5 %	<div></div>	Medium	3.00 %	\$434,157	\$0	\$20,264	\$52,897
2032	\$2,228,073	\$3,823,149	58.3 %	<div></div>	Medium	3.00 %	\$447,182	\$0	\$24,629	\$0
2033	\$2,699,885	\$4,242,114	63.6 %	<div></div>	Medium	3.00 %	\$460,598	\$0	\$25,994	\$685,259
2034	\$2,501,218	\$3,976,959	62.9 %	<div></div>	Medium	3.00 %	\$474,416	\$0	\$27,029	\$95,705
2035	\$2,906,957	\$4,320,492	67.3 %	<div></div>	Medium	3.00 %	\$488,648	\$0	\$30,296	\$271,135
2036	\$3,154,766	\$4,503,322	70.1 %	<div></div>	Low	3.00 %	\$503,307	\$0	\$30,050	\$830,402
2037	\$2,857,721	\$4,125,567	69.3 %	<div></div>	Medium	3.00 %	\$518,407	\$0	\$31,293	\$3,850
2038	\$3,403,571	\$4,598,102	74.0 %	<div></div>	Low	3.00 %	\$533,959	\$0	\$36,764	\$22,028
2039	\$3,952,266	\$5,076,671	77.9 %	<div></div>	Low	3.00 %	\$549,978	\$0	\$42,182	\$56,722
2040	\$4,487,703	\$5,544,762	80.9 %	<div></div>	Low	3.00 %	\$566,477	\$0	\$46,646	\$255,351
2041	\$4,845,475	\$5,833,534	83.1 %	<div></div>	Low	3.00 %	\$583,471	\$0	\$48,929	\$533,485
2042	\$4,944,391	\$5,856,055	84.4 %	<div></div>	Low	3.00 %	\$600,975	\$0	\$52,690	\$0
2043	\$5,598,056	\$6,440,651	86.9 %	<div></div>	Low	3.00 %	\$619,005	\$0	\$59,347	\$0
2044	\$6,276,408	\$7,055,052	89.0 %	<div></div>	Low	3.00 %	\$637,575	\$0	\$65,547	\$140,982
2045	\$6,838,547	\$7,555,309	90.5 %	<div></div>	Low	3.00 %	\$656,702	\$0	\$69,918	\$414,141
2046	\$7,151,026	\$7,802,235	91.7 %	<div></div>	Low	3.00 %	\$676,403	\$0	\$66,607	\$1,718,075
2047	\$6,175,961	\$6,726,921	91.8 %	<div></div>	Low	3.00 %	\$696,695	\$0	\$65,517	\$5,173
2048	\$6,933,000	\$7,397,443	93.7 %	<div></div>	Low	3.00 %	\$717,596	\$0	\$73,253	\$0
2049	\$7,723,849	\$8,107,631	95.3 %	<div></div>	Low	3.00 %	\$739,124	\$0	\$76,685	\$920,043
2050	\$7,619,615	\$7,906,129	96.4 %	<div></div>	Low	3.00 %	\$761,298	\$0	\$78,782	\$316,160
2051	\$8,143,534	\$8,335,668	97.7 %	<div></div>	Low	3.00 %	\$784,137	\$0	\$85,748	\$0
2052	\$9,013,419	\$9,119,278	98.8 %	<div></div>	Low	3.00 %	\$807,661	\$0	\$94,332	\$54,422
2053	\$9,860,990	\$9,886,349	99.7 %	<div></div>	Low	3.00 %	\$831,891	\$0	\$103,242	\$0
2054	\$10,796,123	\$10,748,972	100.4 %	<div></div>	Low	3.00 %	\$856,847	\$0	\$79,475	\$6,626,898

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
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HomeWiseDocs



# 30-Year Reserve Plan Summary (Alternate Funding Plan)

Report # 14289-12  
No-Site-Visit

Fiscal Year Start: 2025

Interest:

1.00 %

Inflation:

3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

% Increase										
	Starting	Fully			Special	In Annual		Loan or		
Year	Reserve	Funded	Percent		Assmt	Reserve	Reserve	Special	Interest	Reserve
	Balance	Balance	Funded		Risk	Funding	Funding	Assmts	Income	Expenses
2025	\$1,199,182	\$3,200,012	37.5 %	<div></div>	Medium	31.73 %	\$270,000	\$0	\$10,543	\$569,450
2026	\$910,275	\$2,956,879	30.8 %	<div></div>	Medium	3.00 %	\$278,100	\$0	\$5,736	\$956,716
2027	\$237,395	\$2,314,990	10.3 %	<div></div>	High	3.00 %	\$286,443	\$0	\$3,809	\$2,864
2028	\$524,783	\$2,643,956	19.8 %	<div></div>	High	3.00 %	\$295,036	\$0	\$6,619	\$26,772
2029	\$799,667	\$2,966,040	27.0 %	<div></div>	High	3.00 %	\$303,887	\$0	\$9,371	\$37,648
2030	\$1,075,277	\$3,294,694	32.6 %	<div></div>	Medium	3.00 %	\$313,004	\$0	\$11,387	\$196,555
2031	\$1,203,113	\$3,477,888	34.6 %	<div></div>	Medium	3.00 %	\$322,394	\$0	\$13,440	\$52,897
2032	\$1,486,050	\$3,823,149	38.9 %	<div></div>	Medium	3.00 %	\$332,066	\$0	\$16,597	\$0
2033	\$1,834,713	\$4,242,114	43.2 %	<div></div>	Medium	3.00 %	\$342,028	\$0	\$16,707	\$685,259
2034	\$1,508,189	\$3,976,959	37.9 %	<div></div>	Medium	3.00 %	\$352,289	\$0	\$16,440	\$95,705
2035	\$1,781,213	\$4,320,492	41.2 %	<div></div>	Medium	3.00 %	\$362,857	\$0	\$18,355	\$271,135
2036	\$1,891,290	\$4,503,322	42.0 %	<div></div>	Medium	3.00 %	\$373,743	\$0	\$16,706	\$830,402
2037	\$1,451,337	\$4,125,567	35.2 %	<div></div>	Medium	3.00 %	\$384,955	\$0	\$16,494	\$3,850
2038	\$1,848,937	\$4,598,102	40.2 %	<div></div>	Medium	3.00 %	\$396,504	\$0	\$20,455	\$22,028
2039	\$2,243,869	\$5,076,671	44.2 %	<div></div>	Medium	3.00 %	\$408,399	\$0	\$24,308	\$56,722
2040	\$2,619,854	\$5,544,762	47.2 %	<div></div>	Medium	3.00 %	\$420,651	\$0	\$27,149	\$255,351
2041	\$2,812,304	\$5,833,534	48.2 %	<div></div>	Medium	3.00 %	\$433,271	\$0	\$27,749	\$533,485
2042	\$2,739,839	\$5,856,055	46.8 %	<div></div>	Medium	3.00 %	\$446,269	\$0	\$29,766	\$0
2043	\$3,215,874	\$6,440,651	49.9 %	<div></div>	Medium	3.00 %	\$459,657	\$0	\$34,615	\$0
2044	\$3,710,146	\$7,055,052	52.6 %	<div></div>	Medium	3.00 %	\$473,447	\$0	\$38,942	\$140,982
2045	\$4,081,553	\$7,555,309	54.0 %	<div></div>	Medium	3.00 %	\$487,650	\$0	\$41,372	\$414,141
2046	\$4,196,434	\$7,802,235	53.8 %	<div></div>	Medium	3.00 %	\$502,280	\$0	\$36,050	\$1,718,075
2047	\$3,016,688	\$6,726,921	44.8 %	<div></div>	Medium	3.00 %	\$517,348	\$0	\$32,878	\$5,173
2048	\$3,561,741	\$7,397,443	48.1 %	<div></div>	Medium	3.00 %	\$532,868	\$0	\$38,458	\$0
2049	\$4,133,067	\$8,107,631	51.0 %	<div></div>	Medium	3.00 %	\$548,854	\$0	\$39,656	\$920,043
2050	\$3,801,535	\$7,906,129	48.1 %	<div></div>	Medium	3.00 %	\$565,320	\$0	\$39,442	\$316,160
2051	\$4,090,136	\$8,335,668	49.1 %	<div></div>	Medium	3.00 %	\$582,280	\$0	\$44,014	\$0
2052	\$4,716,430	\$9,119,278	51.7 %	<div></div>	Medium	3.00 %	\$599,748	\$0	\$50,120	\$54,422
2053	\$5,311,877	\$9,886,349	53.7 %	<div></div>	Medium	3.00 %	\$617,740	\$0	\$56,466	\$0
2054	\$5,986,083	\$10,748,972	55.7 %	<div></div>	Medium	3.00 %	\$636,273	\$0	\$30,045	\$6,626,898

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
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## 30-Year Income/Expense Detail

Report # 14289-12  
No-Site-Visit

Fiscal Year	2025	2026	2027	2028	2029
Starting Reserve Balance	\$1,199,182	\$1,004,345	\$429,302	\$818,417	\$1,199,044
Annual Reserve Funding	\$363,600	\$374,508	\$385,743	\$397,316	\$409,235
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$11,013	\$7,165	\$6,236	\$10,083	\$13,912
Total Income	\$1,573,795	\$1,386,018	\$821,282	\$1,225,816	\$1,622,191
# Component					
<b>Site/Grounds</b>					
100 Concrete - Maintain/Repair	\$0	\$0	\$0	\$0	\$8,610
120 Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair & Seal	\$24,500	\$0	\$0	\$0	\$0
140 West Perimeter Fence-Repair/Replace	\$0	\$0	\$0	\$0	\$0
145 Privacy Fences - Repair/Replace	\$0	\$0	\$0	\$0	\$0
147 Trash Enclosures - Repair/Replace	\$0	\$10,764	\$0	\$0	\$0
157 Retaining Walls - Maintain/Repair	\$8,500	\$0	\$0	\$0	\$0
160 Pole Lights - Repair/Replace	\$0	\$5,459	\$0	\$0	\$0
170 Landscape - Maintain/Refurbish	\$0	\$0	\$0	\$0	\$13,900
175 Irrigation System - Repair/Replace	\$4,150	\$0	\$0	\$0	\$0
190 Trees - Trim/Remove/Replace	\$0	\$0	\$0	\$0	\$15,138
200 Community Signs - Maintain/Replace	\$0	\$7,313	\$0	\$0	\$0
205 Mailboxes/Kiosk - Repair/Replace	\$0	\$0	\$0	\$0	\$0
<b>Recreation</b>					
300 Pool & Spa Deck - Repair/Replace	\$0	\$0	\$0	\$0	\$0
302 Pool Fence - Repair/Replace	\$0	\$0	\$0	\$0	\$0
304 Pool & Spa - Resurface	\$0	\$0	\$0	\$0	\$0
305 Pool & Spa - Retile & Coping	\$0	\$0	\$0	\$0	\$0
307 Pool & Spa Heaters - Replace	\$0	\$0	\$0	\$0	\$0
313 Pool Cover - Replace	\$0	\$0	\$0	\$5,245	\$0
315 Pool Furniture - Maintain/Replace	\$0	\$0	\$2,864	\$0	\$0
400 Cabana Flooring - Repair/Replace	\$4,600	\$0	\$0	\$0	\$0
410 Cabana Int. Walls & Ceilings-Paint	\$8,300	\$0	\$0	\$0	\$0
420 Cabana Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
<b>Building Exteriors</b>					
500 Roof: Cabana & Mail Kiosk - Replace	\$0	\$0	\$0	\$0	\$0
505 Roofs: Low Slope - Repair/Replace	\$0	\$933,180	\$0	\$0	\$0
508 Carport Roofs - Repair/Replace	\$0	\$0	\$0	\$0	\$0
516 Gutters & Downspouts-Repair/Replace	\$0	\$0	\$0	\$0	\$0
522 Siding: Fiber Cement-Repair/Replace	\$0	\$0	\$0	\$0	\$0
533 Exterior Surfaces - Caulk & Paint	\$302,500	\$0	\$0	\$0	\$0
534 Sealant Joints - Remove/Replace	\$0	\$0	\$0	\$0	\$0
535 Windows & Glass Doors - Replace	\$0	\$0	\$0	\$0	\$0
542 Unit Decks - Clean/Topcoat	\$50,150	\$0	\$0	\$0	\$0
544 Walkway Bridges - Repair/Replace	\$0	\$0	\$0	\$0	\$0
552 Landings/Bridges - Clean/Topcoat	\$72,200	\$0	\$0	\$0	\$0
555 Hand & Deck Rails - Repair/Replace	\$0	\$0	\$0	\$0	\$0
556 Hand & Deck Rails - Clean & Paint	\$50,750	\$0	\$0	\$0	\$0
560 Exterior Lights - Repair/Replace	\$0	\$0	\$0	\$21,527	\$0
590 Stairs - Repair/Replace	\$8,950	\$0	\$0	\$0	\$0
<b>Systems &amp; Equipment</b>					
900 Plumbing - Systems Evaluation	\$17,350	\$0	\$0	\$0	\$0
965 Fire Alarm Panels - Repair/Replace	\$0	\$0	\$0	\$0	\$0
995 Building Envelope & Structure	\$17,500	\$0	\$0	\$0	\$0
Total Expenses	\$569,450	\$956,716	\$2,864	\$26,772	\$37,648
Ending Reserve Balance	\$1,004,345	\$429,302	\$818,417	\$1,199,044	\$1,584,543

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Fiscal Year	2030	2031	2032	2033	2034
Starting Reserve Balance	\$1,584,543	\$1,826,548	\$2,228,073	\$2,699,885	\$2,501,218
Annual Reserve Funding	\$421,512	\$434,157	\$447,182	\$460,598	\$474,416
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$17,048	\$20,264	\$24,629	\$25,994	\$27,029
Total Income	\$2,023,103	\$2,280,970	\$2,699,885	\$3,186,477	\$3,002,663
# Component					
<b>Site/Grounds</b>					
100 Concrete - Maintain/Repair	\$0	\$0	\$0	\$0	\$9,982
120 Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair & Seal	\$28,402	\$0	\$0	\$0	\$0
140 West Perimeter Fence-Repair/Replace	\$11,651	\$0	\$0	\$0	\$0
145 Privacy Fences - Repair/Replace	\$0	\$52,897	\$0	\$0	\$0
147 Trash Enclosures - Repair/Replace	\$0	\$0	\$0	\$0	\$0
157 Retaining Walls - Maintain/Repair	\$0	\$0	\$0	\$0	\$0
160 Pole Lights - Repair/Replace	\$0	\$0	\$0	\$0	\$0
170 Landscape - Maintain/Refurbish	\$0	\$0	\$0	\$0	\$16,114
175 Irrigation System - Repair/Replace	\$4,811	\$0	\$0	\$0	\$0
190 Trees - Trim/Remove/Replace	\$0	\$0	\$0	\$0	\$17,549
200 Community Signs - Maintain/Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes/Kiosk - Repair/Replace	\$0	\$0	\$0	\$0	\$0
<b>Recreation</b>					
300 Pool & Spa Deck - Repair/Replace	\$0	\$0	\$0	\$0	\$0
302 Pool Fence - Repair/Replace	\$0	\$0	\$0	\$0	\$0
304 Pool & Spa - Resurface	\$0	\$0	\$0	\$0	\$38,491
305 Pool & Spa - Retile & Coping	\$0	\$0	\$0	\$0	\$0
307 Pool & Spa Heaters - Replace	\$0	\$0	\$0	\$0	\$13,570
313 Pool Cover - Replace	\$0	\$0	\$0	\$0	\$0
315 Pool Furniture - Maintain/Replace	\$0	\$0	\$0	\$0	\$0
400 Cabana Flooring - Repair/Replace	\$0	\$0	\$0	\$0	\$0
410 Cabana Int. Walls & Ceilings-Paint	\$0	\$0	\$0	\$0	\$0
420 Cabana Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
<b>Building Exteriors</b>					
500 Roof: Cabana & Mail Kiosk - Replace	\$9,854	\$0	\$0	\$0	\$0
505 Roofs: Low Slope - Repair/Replace	\$0	\$0	\$0	\$0	\$0
508 Carport Roofs - Repair/Replace	\$0	\$0	\$0	\$0	\$0
516 Gutters & Downspouts-Repair/Replace	\$0	\$0	\$0	\$0	\$0
522 Siding: Fiber Cement-Repair/Replace	\$0	\$0	\$0	\$0	\$0
533 Exterior Surfaces - Caulk & Paint	\$0	\$0	\$0	\$383,198	\$0
534 Sealant Joints - Remove/Replace	\$0	\$0	\$0	\$0	\$0
535 Windows & Glass Doors - Replace	\$0	\$0	\$0	\$0	\$0
542 Unit Decks - Clean/Topcoat	\$58,138	\$0	\$0	\$0	\$0
544 Walkway Bridges - Repair/Replace	\$0	\$0	\$0	\$0	\$0
552 Landings/Bridges - Clean/Topcoat	\$83,700	\$0	\$0	\$0	\$0
555 Hand & Deck Rails - Repair/Replace	\$0	\$0	\$0	\$290,724	\$0
556 Hand & Deck Rails - Clean & Paint	\$0	\$0	\$0	\$0	\$0
560 Exterior Lights - Repair/Replace	\$0	\$0	\$0	\$0	\$0
590 Stairs - Repair/Replace	\$0	\$0	\$0	\$11,338	\$0
<b>Systems &amp; Equipment</b>					
900 Plumbing - Systems Evaluation	\$0	\$0	\$0	\$0	\$0
965 Fire Alarm Panels - Repair/Replace	\$0	\$0	\$0	\$0	\$0
995 Building Envelope & Structure	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$196,555	\$52,897	\$0	\$685,259	\$95,705
Ending Reserve Balance	\$1,826,548	\$2,228,073	\$2,699,885	\$2,501,218	\$2,906,957

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Fiscal Year	2035	2036	2037	2038	2039
Starting Reserve Balance	\$2,906,957	\$3,154,766	\$2,857,721	\$3,403,571	\$3,952,266
Annual Reserve Funding	\$488,648	\$503,307	\$518,407	\$533,959	\$549,978
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$30,296	\$30,050	\$31,293	\$36,764	\$42,182
Total Income	\$3,425,901	\$3,688,123	\$3,407,421	\$3,974,294	\$4,544,425
# Component					
<b>Site/Grounds</b>					
100 Concrete - Maintain/Repair	\$0	\$0	\$0	\$0	\$11,571
120 Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair & Seal	\$32,926	\$0	\$0	\$0	\$0
140 West Perimeter Fence-Repair/Replace	\$0	\$0	\$0	\$0	\$0
145 Privacy Fences - Repair/Replace	\$0	\$0	\$0	\$0	\$0
147 Trash Enclosures - Repair/Replace	\$0	\$0	\$0	\$0	\$0
157 Retaining Walls - Maintain/Repair	\$0	\$0	\$0	\$0	\$0
160 Pole Lights - Repair/Replace	\$0	\$0	\$0	\$0	\$0
170 Landscape - Maintain/Refurbish	\$0	\$0	\$0	\$0	\$18,680
175 Irrigation System - Repair/Replace	\$5,577	\$0	\$0	\$0	\$0
190 Trees - Trim/Remove/Replace	\$0	\$0	\$0	\$0	\$20,344
200 Community Signs - Maintain/Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes/Kiosk - Repair/Replace	\$0	\$0	\$0	\$0	\$0
<b>Recreation</b>					
300 Pool & Spa Deck - Repair/Replace	\$0	\$0	\$0	\$0	\$0
302 Pool Fence - Repair/Replace	\$0	\$0	\$0	\$0	\$0
304 Pool & Spa - Resurface	\$0	\$0	\$0	\$0	\$0
305 Pool & Spa - Retile & Coping	\$0	\$0	\$0	\$0	\$0
307 Pool & Spa Heaters - Replace	\$0	\$0	\$0	\$0	\$0
313 Pool Cover - Replace	\$0	\$6,644	\$0	\$0	\$0
315 Pool Furniture - Maintain/Replace	\$0	\$0	\$3,850	\$0	\$0
400 Cabana Flooring - Repair/Replace	\$0	\$0	\$0	\$0	\$0
410 Cabana Int. Walls & Ceilings-Paint	\$0	\$0	\$0	\$0	\$0
420 Cabana Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$6,126
<b>Building Exteriors</b>					
500 Roof: Cabana & Mail Kiosk - Replace	\$0	\$0	\$0	\$0	\$0
505 Roofs: Low Slope - Repair/Replace	\$0	\$0	\$0	\$0	\$0
508 Carport Roofs - Repair/Replace	\$0	\$0	\$0	\$0	\$0
516 Gutters & Downspouts-Repair/Replace	\$0	\$53,985	\$0	\$0	\$0
522 Siding: Fiber Cement-Repair/Replace	\$0	\$0	\$0	\$0	\$0
533 Exterior Surfaces - Caulk & Paint	\$0	\$0	\$0	\$0	\$0
534 Sealant Joints - Remove/Replace	\$0	\$51,355	\$0	\$0	\$0
535 Windows & Glass Doors - Replace	\$0	\$718,417	\$0	\$0	\$0
542 Unit Decks - Clean/Topcoat	\$67,397	\$0	\$0	\$0	\$0
544 Walkway Bridges - Repair/Replace	\$0	\$0	\$0	\$0	\$0
552 Landings/Bridges - Clean/Topcoat	\$97,031	\$0	\$0	\$0	\$0
555 Hand & Deck Rails - Repair/Replace	\$0	\$0	\$0	\$0	\$0
556 Hand & Deck Rails - Clean & Paint	\$68,204	\$0	\$0	\$0	\$0
560 Exterior Lights - Repair/Replace	\$0	\$0	\$0	\$0	\$0
590 Stairs - Repair/Replace	\$0	\$0	\$0	\$0	\$0
<b>Systems &amp; Equipment</b>					
900 Plumbing - Systems Evaluation	\$0	\$0	\$0	\$0	\$0
965 Fire Alarm Panels - Repair/Replace	\$0	\$0	\$0	\$22,028	\$0
995 Building Envelope & Structure	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$271,135	\$830,402	\$3,850	\$22,028	\$56,722
Ending Reserve Balance	\$3,154,766	\$2,857,721	\$3,403,571	\$3,952,266	\$4,487,703

Order: GB4FJMQNX  
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Fiscal Year	2040	2041	2042	2043	2044
Starting Reserve Balance	\$4,487,703	\$4,845,475	\$4,944,391	\$5,598,056	\$6,276,408
Annual Reserve Funding	\$566,477	\$583,471	\$600,975	\$619,005	\$637,575
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$46,646	\$48,929	\$52,690	\$59,347	\$65,547
Total Income	\$5,100,826	\$5,477,875	\$5,598,056	\$6,276,408	\$6,979,529
# Component					
<b>Site/Grounds</b>					
100 Concrete - Maintain/Repair	\$0	\$0	\$0	\$0	\$13,414
120 Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair & Seal	\$38,170	\$0	\$0	\$0	\$0
140 West Perimeter Fence-Repair/Replace	\$0	\$0	\$0	\$0	\$0
145 Privacy Fences - Repair/Replace	\$0	\$0	\$0	\$0	\$0
147 Trash Enclosures - Repair/Replace	\$0	\$0	\$0	\$0	\$0
157 Retaining Walls - Maintain/Repair	\$0	\$0	\$0	\$0	\$0
160 Pole Lights - Repair/Replace	\$0	\$0	\$0	\$0	\$0
170 Landscape - Maintain/Refurbish	\$0	\$0	\$0	\$0	\$21,656
175 Irrigation System - Repair/Replace	\$6,466	\$0	\$0	\$0	\$0
190 Trees - Trim/Remove/Replace	\$0	\$0	\$0	\$0	\$23,585
200 Community Signs - Maintain/Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes/Kiosk - Repair/Replace	\$0	\$33,699	\$0	\$0	\$0
<b>Recreation</b>					
300 Pool & Spa Deck - Repair/Replace	\$0	\$0	\$0	\$0	\$0
302 Pool Fence - Repair/Replace	\$0	\$0	\$0	\$0	\$0
304 Pool & Spa - Resurface	\$0	\$0	\$0	\$0	\$0
305 Pool & Spa - Retile & Coping	\$0	\$0	\$0	\$0	\$0
307 Pool & Spa Heaters - Replace	\$0	\$0	\$0	\$0	\$18,236
313 Pool Cover - Replace	\$0	\$0	\$0	\$0	\$8,417
315 Pool Furniture - Maintain/Replace	\$0	\$0	\$0	\$0	\$0
400 Cabana Flooring - Repair/Replace	\$7,167	\$0	\$0	\$0	\$0
410 Cabana Int. Walls & Ceilings-Paint	\$12,931	\$0	\$0	\$0	\$0
420 Cabana Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
<b>Building Exteriors</b>					
500 Roof: Cabana & Mail Kiosk - Replace	\$0	\$0	\$0	\$0	\$0
505 Roofs: Low Slope - Repair/Replace	\$0	\$0	\$0	\$0	\$0
508 Carport Roofs - Repair/Replace	\$0	\$0	\$0	\$0	\$0
516 Gutters & Downspouts-Repair/Replace	\$0	\$0	\$0	\$0	\$0
522 Siding: Fiber Cement-Repair/Replace	\$0	\$0	\$0	\$0	\$0
533 Exterior Surfaces - Caulk & Paint	\$0	\$485,424	\$0	\$0	\$0
534 Sealant Joints - Remove/Replace	\$0	\$0	\$0	\$0	\$0
535 Windows & Glass Doors - Replace	\$0	\$0	\$0	\$0	\$0
542 Unit Decks - Clean/Topcoat	\$78,132	\$0	\$0	\$0	\$0
544 Walkway Bridges - Repair/Replace	\$0	\$0	\$0	\$0	\$55,674
552 Landings/Bridges - Clean/Topcoat	\$112,485	\$0	\$0	\$0	\$0
555 Hand & Deck Rails - Repair/Replace	\$0	\$0	\$0	\$0	\$0
556 Hand & Deck Rails - Clean & Paint	\$0	\$0	\$0	\$0	\$0
560 Exterior Lights - Repair/Replace	\$0	\$0	\$0	\$0	\$0
590 Stairs - Repair/Replace	\$0	\$14,362	\$0	\$0	\$0
<b>Systems &amp; Equipment</b>					
900 Plumbing - Systems Evaluation	\$0	\$0	\$0	\$0	\$0
965 Fire Alarm Panels - Repair/Replace	\$0	\$0	\$0	\$0	\$0
995 Building Envelope & Structure	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$255,351	\$533,485	\$0	\$0	\$140,982
Ending Reserve Balance	\$4,845,475	\$4,944,391	\$5,598,056	\$6,276,408	\$6,838,547

Order: GB4FJMQNX  
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Fiscal Year	2045	2046	2047	2048	2049
Starting Reserve Balance	\$6,838,547	\$7,151,026	\$6,175,961	\$6,933,000	\$7,723,849
Annual Reserve Funding	\$656,702	\$676,403	\$696,695	\$717,596	\$739,124
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$69,918	\$66,607	\$65,517	\$73,253	\$76,685
Total Income	\$7,565,168	\$7,894,036	\$6,938,173	\$7,723,849	\$8,539,658
# Component					
<b>Site/Grounds</b>					
100 Concrete - Maintain/Repair	\$0	\$0	\$0	\$0	\$15,551
120 Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair & Seal	\$44,250	\$0	\$0	\$0	\$0
140 West Perimeter Fence-Repair/Replace	\$18,151	\$0	\$0	\$0	\$0
145 Privacy Fences - Repair/Replace	\$0	\$0	\$0	\$0	\$0
147 Trash Enclosures - Repair/Replace	\$0	\$19,440	\$0	\$0	\$0
157 Retaining Walls - Maintain/Repair	\$0	\$0	\$0	\$0	\$0
160 Pole Lights - Repair/Replace	\$0	\$0	\$0	\$0	\$0
170 Landscape - Maintain/Refurbish	\$0	\$0	\$0	\$0	\$25,105
175 Irrigation System - Repair/Replace	\$7,495	\$0	\$0	\$0	\$0
190 Trees - Trim/Remove/Replace	\$0	\$0	\$0	\$0	\$27,341
200 Community Signs - Maintain/Replace	\$0	\$13,208	\$0	\$0	\$0
205 Mailboxes/Kiosk - Repair/Replace	\$0	\$0	\$0	\$0	\$0
<b>Recreation</b>					
300 Pool & Spa Deck - Repair/Replace	\$0	\$0	\$0	\$0	\$116,682
302 Pool Fence - Repair/Replace	\$0	\$0	\$0	\$0	\$0
304 Pool & Spa - Resurface	\$0	\$0	\$0	\$0	\$59,967
305 Pool & Spa - Retile & Coping	\$0	\$0	\$0	\$0	\$42,282
307 Pool & Spa Heaters - Replace	\$0	\$0	\$0	\$0	\$0
313 Pool Cover - Replace	\$0	\$0	\$0	\$0	\$0
315 Pool Furniture - Maintain/Replace	\$0	\$0	\$5,173	\$0	\$0
400 Cabana Flooring - Repair/Replace	\$0	\$0	\$0	\$0	\$0
410 Cabana Int. Walls & Ceilings-Paint	\$0	\$0	\$0	\$0	\$0
420 Cabana Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
<b>Building Exteriors</b>					
500 Roof: Cabana & Mail Kiosk - Replace	\$0	\$0	\$0	\$0	\$0
505 Roofs: Low Slope - Repair/Replace	\$0	\$1,685,427	\$0	\$0	\$0
508 Carport Roofs - Repair/Replace	\$0	\$0	\$0	\$0	\$0
516 Gutters & Downspouts-Repair/Replace	\$0	\$0	\$0	\$0	\$0
522 Siding: Fiber Cement-Repair/Replace	\$0	\$0	\$0	\$0	\$0
533 Exterior Surfaces - Caulk & Paint	\$0	\$0	\$0	\$0	\$614,920
534 Sealant Joints - Remove/Replace	\$0	\$0	\$0	\$0	\$0
535 Windows & Glass Doors - Replace	\$0	\$0	\$0	\$0	\$0
542 Unit Decks - Clean/Topcoat	\$90,576	\$0	\$0	\$0	\$0
544 Walkway Bridges - Repair/Replace	\$0	\$0	\$0	\$0	\$0
552 Landings/Bridges - Clean/Topcoat	\$130,401	\$0	\$0	\$0	\$0
555 Hand & Deck Rails - Repair/Replace	\$0	\$0	\$0	\$0	\$0
556 Hand & Deck Rails - Clean & Paint	\$91,660	\$0	\$0	\$0	\$0
560 Exterior Lights - Repair/Replace	\$0	\$0	\$0	\$0	\$0
590 Stairs - Repair/Replace	\$0	\$0	\$0	\$0	\$18,194
<b>Systems &amp; Equipment</b>					
900 Plumbing - Systems Evaluation	\$0	\$0	\$0	\$0	\$0
965 Fire Alarm Panels - Repair/Replace	\$0	\$0	\$0	\$0	\$0
995 Building Envelope & Structure	\$31,607	\$0	\$0	\$0	\$0
Total Expenses	\$414,141	\$1,718,075	\$5,173	\$0	\$920,043
Ending Reserve Balance	\$7,151,026	\$6,175,961	\$6,933,000	\$7,723,849	\$7,619,615

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Fiscal Year	2050	2051	2052	2053	2054
Starting Reserve Balance	\$7,619,615	\$8,143,534	\$9,013,419	\$9,860,990	\$10,796,123
Annual Reserve Funding	\$761,298	\$784,137	\$807,661	\$831,891	\$856,847
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$78,782	\$85,748	\$94,332	\$103,242	\$79,475
Total Income	\$8,459,695	\$9,013,419	\$9,915,412	\$10,796,123	\$11,732,444
# Component					
<b>Site/Grounds</b>					
100 Concrete - Maintain/Repair	\$0	\$0	\$0	\$0	\$18,028
120 Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair & Seal	\$51,298	\$0	\$0	\$0	\$0
140 West Perimeter Fence-Repair/Replace	\$0	\$0	\$0	\$0	\$0
145 Privacy Fences - Repair/Replace	\$0	\$0	\$0	\$0	\$0
147 Trash Enclosures - Repair/Replace	\$0	\$0	\$0	\$0	\$0
157 Retaining Walls - Maintain/Repair	\$0	\$0	\$0	\$0	\$0
160 Pole Lights - Repair/Replace	\$0	\$0	\$0	\$0	\$0
170 Landscape - Maintain/Refurbish	\$0	\$0	\$0	\$0	\$29,104
175 Irrigation System - Repair/Replace	\$8,689	\$0	\$0	\$0	\$0
190 Trees - Trim/Remove/Replace	\$0	\$0	\$0	\$0	\$31,696
200 Community Signs - Maintain/Replace	\$0	\$0	\$0	\$0	\$0
205 Mailboxes/Kiosk - Repair/Replace	\$0	\$0	\$0	\$0	\$0
<b>Recreation</b>					
300 Pool & Spa Deck - Repair/Replace	\$0	\$0	\$0	\$0	\$0
302 Pool Fence - Repair/Replace	\$0	\$0	\$0	\$0	\$33,463
304 Pool & Spa - Resurface	\$0	\$0	\$0	\$0	\$0
305 Pool & Spa - Retile & Coping	\$0	\$0	\$0	\$0	\$0
307 Pool & Spa Heaters - Replace	\$0	\$0	\$0	\$0	\$24,508
313 Pool Cover - Replace	\$0	\$0	\$10,662	\$0	\$0
315 Pool Furniture - Maintain/Replace	\$0	\$0	\$0	\$0	\$0
400 Cabana Flooring - Repair/Replace	\$0	\$0	\$0	\$0	\$0
410 Cabana Int. Walls & Ceilings-Paint	\$0	\$0	\$0	\$0	\$0
420 Cabana Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$9,544
<b>Building Exteriors</b>					
500 Roof: Cabana & Mail Kiosk - Replace	\$0	\$0	\$0	\$0	\$0
505 Roofs: Low Slope - Repair/Replace	\$0	\$0	\$0	\$0	\$0
508 Carport Roofs - Repair/Replace	\$0	\$0	\$0	\$0	\$0
516 Gutters & Downspouts-Repair/Replace	\$0	\$0	\$0	\$0	\$0
522 Siding: Fiber Cement-Repair/Replace	\$0	\$0	\$0	\$0	\$6,480,555
533 Exterior Surfaces - Caulk & Paint	\$0	\$0	\$0	\$0	\$0
534 Sealant Joints - Remove/Replace	\$0	\$0	\$0	\$0	\$0
535 Windows & Glass Doors - Replace	\$0	\$0	\$0	\$0	\$0
542 Unit Decks - Clean/Topcoat	\$105,003	\$0	\$0	\$0	\$0
544 Walkway Bridges - Repair/Replace	\$0	\$0	\$0	\$0	\$0
552 Landings/Bridges - Clean/Topcoat	\$151,171	\$0	\$0	\$0	\$0
555 Hand & Deck Rails - Repair/Replace	\$0	\$0	\$0	\$0	\$0
556 Hand & Deck Rails - Clean & Paint	\$0	\$0	\$0	\$0	\$0
560 Exterior Lights - Repair/Replace	\$0	\$0	\$43,759	\$0	\$0
590 Stairs - Repair/Replace	\$0	\$0	\$0	\$0	\$0
<b>Systems &amp; Equipment</b>					
900 Plumbing - Systems Evaluation	\$0	\$0	\$0	\$0	\$0
965 Fire Alarm Panels - Repair/Replace	\$0	\$0	\$0	\$0	\$0
995 Building Envelope & Structure	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$316,160	\$0	\$54,422	\$0	\$6,626,898
Ending Reserve Balance	\$8,143,534	\$9,013,419	\$9,860,990	\$10,796,123	\$5,105,547

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## Accuracy, Limitations, and Disclosures

"The reserve study should be reviewed carefully. It may not include all common and limited common element components that will require major maintenance, repair or replacement in future years, and may not include regular transfers to a reserve account for the cost of such maintenance, repair, or replacement. The failure to include a component in a reserve study, or to provide transfers to a reserve account for a component, may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair or replacement of a reserve component." Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. Christian Colunga, company President, is a credentialed Reserve Specialist (#208). All work done by Association Reserves WA, LLC is performed under his responsible charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation. Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified. Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to: project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to, plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing. Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses. In this engagement our compensation is not contingent upon our conclusions, and our liability in any matter involving this Reserve Study is limited to our fee for services rendered.

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## Terms and Definitions

<b>BTU</b>	British Thermal Unit (a standard unit of energy)
<b>DIA</b>	Diameter
<b>GSF</b>	Gross Square Feet (area). Equivalent to Square Feet
<b>GSY</b>	Gross Square Yards (area). Equivalent to Square Yards
<b>HP</b>	Horsepower
<b>LF</b>	Linear Feet (length)
<b>Effective Age</b>	The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.
<b>Fully Funded Balance (FFB)</b>	The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an association total.
<b>Inflation</b>	Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table.
<b>Interest</b>	Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary.
<b>Percent Funded</b>	The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.
<b>Remaining Useful Life (RUL)</b>	The estimated time, in years, that a common area component can be expected to continue to serve its intended function.
<b>Useful Life (UL)</b>	The estimated time, in years, that a common area component can be expected to serve its intended function.

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## Component Details

The primary purpose of the Component Details appendix is to provide the reader with the basis of our funding assumptions resulting from our research and analysis. The information presented here represents a wide range of components that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding: 1) The project is the Association's present obligation. 2) The need and schedule of a project can be reasonably anticipated. 3) The total cost of the project is material, can be estimated and includes all direct & related costs. Not all your components may have been found appropriate for reserve funding. In our judgment, the components meeting the above four criteria are shown with the Useful Life (how often the project is expected to occur), Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed "Best Cost" and "Worst Cost". There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur. Where no Useful Life, Remaining Useful Life, or pricing exists, the component was deemed inappropriate for Reserve Funding.

## Site/Grounds

**Comp #: 100 Concrete - Maintain/Repair****Quantity: ~4,300 SF, poured/curbs**

Location: The walkways, stairs, curbs, and patios throughout the community.

Funded?: Yes.

History: 2024: Remove &amp; replace extruded curbing ~\$7,385; Repair work in 2018, previous curb repairs 2005.

Comments: Removal and replacement of 286 LF extruded curbing done by Rain City Paving Inc in 2024.

Remaining useful life reset; cost inflated from previous study.

Useful Life: 5 years

Remaining Life: 4 years

Best Case: \$ 6,900

Worst Case: \$8,400

Cost Source: Client Cost History: Rain City Paving Inc

**Comp #: 120 Asphalt - Resurface****Quantity: ~59,600 SF**

Location: Kirkland Circle and the community parking areas.

Funded?: Yes.

History: 2024: Cut, removal and haul out ~\$117,000

Comments: Cut, removal and haul out approximately 1494 square feet of damaged and or rootbound asphalt done in 2024 by Rain City Paving Inc. then a 1.5-2: overlay was applied.

Remaining useful life reset, and cost adjusted based on the actual project.

Useful Life: 40 years

Remaining Life: 39 years

Best Case: \$ 180,000

Worst Case: \$270,000

Cost Source: ARI Cost Database: Similar Project

Cost History

**Comp #: 121 Asphalt - Repair & Seal****Quantity: ~59,600 SF**

Location: Kirkland Circle and the community parking areas.

Funded?: Yes.

History: 2024: Resurface Restripe ~\$6,000; Repairs 2018 AC Moate ~\$12,300; repaired, sealed, and stripped 2014 AC Moate ~\$63,900.

Comments: Reported that seal coat is anticipated in 2025. Restriping of the new asphalt parking lot as per the existing layout was done by Rain City Paving Inc in 2024.

Remaining useful life set to zero, and cost inflated from previous study.

Useful Life: 5 years

Remaining Life: 0 years

Best Case: \$ 19,000

Worst Case: \$30,000

Cost Source: ARI Cost Database: Similar Project

Cost History

**Comp #: 140 West Perimeter Fence-Repair/Replace****Quantity: ~150 LF 6' board**

Location: The west perimeter of the community.

Funded?: Yes.

History: Installed 2015 City Wide Fencing ~\$5,600.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

NOTE: This component has been significantly affected by inflation.

Useful Life: 15 years

Remaining Life: 5 years

Best Case: \$ 8,500

Worst Case: \$11,600

Cost Source: ARI Cost Database: Similar Project

Cost History

**Comp #: 145 Privacy Fences - Repair/Replace****Quantity: ~1,200 LF, wood structure**

Location: Adjacent to ground level unit patios.

Funded?: Yes.

History: Installed 2006.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 25 years

Remaining Life: 6 years

Best Case: \$ 35,000

Worst Case: \$53,600

Cost Source: ARI Cost Database: Similar Project

Cost History

**Comp #: 147 Trash Enclosures - Repair/Replace****Quantity: 3 wood & CL ~10' x 12'**

Location: Across from the northwest corner of building A, and across from the northeast and southeast corners of building E.

Funded?: Yes.

History: Installed 2006.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 20 years

Remaining Life: 1 years

Best Case: \$ 9,000

Worst Case: \$11,900

Cost Source: ARI Cost Database: Similar Project

Cost History

---

**Comp #: 156 Rockeries - Maintain/Repair****Quantity: Extensive quantity**

Location: Scattered areas of community

Funded?: No. The useful life is not predictable.

History: None known.

Comments: Not funded- no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

---

**Comp #: 157 Retaining Walls - Maintain/Repair****Quantity: Masonry blocks/wood**

Location: Scattered throughout the community.

Funded?: Yes. The useful life is not predictable.

History: None known.

Comments: Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.

Useful Life: 1 years

Remaining Life: 0 years

Best Case: \$ 6,400

Worst Case: \$10,600

Cost Source: Budget Allowance

---

**Comp #: 160 Pole Lights - Repair/Replace****Quantity: 3 wood 20' tall**

Location: The north walking path, the west garbage enclosure, and the garbage enclosure across from the southeast corner of building E.

Funded?: Yes.

History: None known.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 30 years

Remaining Life: 1 years

Best Case: \$ 4,200

Worst Case: \$6,400

Cost Source: ARI Cost Database: Similar Project

Cost History

---

**Comp #: 165 Landscape & Path Lights - Replace****Quantity: 19 assorted fixtures**

Location: Throughout the community.

Funded?: No. Costs are projected to be too low to qualify for reserve funding.

History: None known.

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

---

**Comp #: 170 Landscape - Maintain/Refurbish****Quantity: Grass, shrubs, trees, etc**

Location: Throughout the community.

Funded?: Yes.

History: 2024: Compost mulch installation ~\$12,000

Comments: Installed 100 yards of compost mulch in 2024. Fertilize, moss and herbicide. 50 lbs. pre-emergent, 5 gallons post emergent spray, 150 lbs. moss control.

Remaining useful life reset, and cost adjusted based on actual project by Green Earth Lawn &amp; Landscape.

Useful Life: 5 years

Remaining Life: 4 years

Best Case: \$ 11,100

Worst Case: \$13,600

Cost Source: Estimate Provided by Client: Green

Earth Lawn &amp; Landscape

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**Comp #: 175 Irrigation System - Repair/Replace****Quantity: Pipes, valves, etc.**

Location: Throughout the landscaped areas of the community.

Funded?: Yes.

History: None known.

Comments: Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.

Useful Life: 5 years

Remaining Life: 0 years

Best Case: \$ 3,600

Worst Case: \$4,700

Cost Source: ARI Cost Database: Similar Project

Cost History

---

**Comp #: 182 Drainage & Stormwater - Maintain****Quantity: Catchbasins, drains, etc.**

Location: Throughout the community.

Funded?: No.

History: Bldg B French drain and footing drain installed 2017 &amp; 2018 ~\$26,000; bldg E repairs 2016 ~\$28,400.

Comments: Not funded- no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

---

**Comp #: 190 Trees - Trim/Remove/Replace****Quantity: Extensive quantity**

Location: Throughout the community.

Funded?: Yes. Costs are best handled with operating funds.

History: 2024: Tree works ~\$13,100

Comments: Tree work done by Alpine Tree Serv. Expert Inc. in 2024, funding added for similar scope of tree removal and trimming roughly at the timing below.

Useful Life: 5 years

Remaining Life: 4 years

Best Case: \$ 12,100

Worst Case: \$14,800

Cost Source: Estimate Provided by Client - Alpine

Tree Serv. Expert Inc.

---

**Comp #: 200 Community Signs - Maintain/Replace****Quantity: 2 metal**

Location: The intersections of Kirkland Way and Kirkland Cir, and 2nd Ave and Kirkland Cir.

Funded?: Yes.

History: Installed 2006.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 20 years

Remaining Life: 1 years

Best Case: \$ 6,100

Worst Case: \$8,100

Cost Source: ARI Cost Database: Similar Project

Cost History

---

**Comp #: 205 Mailboxes/Kiosk - Repair/Replace****Quantity: (7) CBU, 10 X 15 shelter**

Location: Between buildings A and B.

Funded?: Yes.

History: Cluster stands replaced in 2021

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

NOTE: This component has been significantly affected by inflation.

Useful Life: 20 years

Remaining Life: 16 years

Best Case: \$ 18,900

Worst Case: \$23,100

Cost Source: ARI Cost Database: Similar Project

Cost History



## Recreation

**Comp #: 300 Pool & Spa Deck - Repair/Replace****Quantity: ~1,600 SF concrete**

Location: The perimeter of the pool and spa

Funded?: Yes.

History: Replaced in 2019 (Independent Pool &amp; Spa ~\$48,100)

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 30 years

Remaining Life: 24 years

Best Case: \$ 49,200

Worst Case: \$65,600

Cost Source: ARI Cost Database/Inflated History

**Comp #: 302 Pool Fence - Repair/Replace****Quantity: ~160 LF aluminum**

Location: The perimeter of the pool area.

Funded?: Yes.

History: Replaced in 2019 (Economy Fence Center ~\$12,300)

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 35 years

Remaining Life: 29 years

Best Case: \$ 11,900

Worst Case: \$16,500

Cost Source: Inflated Estimate Provided by Client:

2019 Economy Fence Center ~\$12,300

**Comp #: 304 Pool & Spa - Resurface****Quantity: ~400 SF plaster**

Location: The surfaces of the pool and spa.

Funded?: Yes.

History: Resurface 2019 (Independent Pool &amp; Spa ~\$24,000)

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 15 years

Remaining Life: 9 years

Best Case: \$ 25,100

Worst Case: \$33,900

Cost Source: Inflated Estimate Provided by Client:

2018 Independent Pool &amp; Spa ~\$24,000

**Comp #: 305 Pool & Spa - Retile & Coping****Quantity: ~95 LF pool & ~25 LF spa**

Location: The perimeters and waterlines of the pool and spa.

Funded?: Yes.

History: Completed 2019 (Independent Pool &amp; Spa ~\$17,400)

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 30 years

Remaining Life: 24 years

Best Case: \$ 17,500

Worst Case: \$24,100

Cost Source: Inflated Estimate Provided by Client:

2018 Independent Pool &amp; Spa ~\$17,400

**Comp #: 307 Pool & Spa Heaters - Replace****Quantity: (2) Coates electric**

Location: In the pool and spa equipment room.

Funded?: Yes.

History: Replaced 2024 ~\$10,000; Replaced 2018 Watermill ~\$5,900; replaced 2009.

Comments: Pool heater was replaced in 2024.

Remaining useful life reset, and cost adjusted based on actual project.

Useful Life: 10 years

Remaining Life: 9 years

Best Case: \$ 9,400

Worst Case: \$11,400

Cost Source: Inflated Client Cost History: 2018

Watermill ~\$5,900

**Comp #: 308 Pool & Spa Filters & Pumps-Replace****Quantity: Assorted pieces**

Location: In the pool and spa equipment room.

Funded?: No. Costs are best handled with operating funds.

History: Spa pump replaced 2018 Watermill ~\$1,100; replaced 2009.

Comments: Not funded- No change from the previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

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**Comp #: 313 Pool Cover - Replace****Quantity: (1) canvas, anchored**

Location: Anchored to pool deck during our site visit

Funded?: Yes.

History: Assumed around 2019

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 8 years

Remaining Life: 3 years

Best Case: \$ 4,200

Worst Case: \$5,400

Cost Source: ARI Cost Database: Similar Project

Cost History

---

**Comp #: 314 Spa Cover - Replace****Quantity: 1 solar**

Location: Over the spa, or in the pool and spa equipment room.

Funded?: No. Costs are best handled with operating funds.

History: None known.

Comments: Not funded- no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

---

**Comp #: 315 Pool Furniture - Maintain/Replace****Quantity: Moderate quantity**

Location: Stored under covering at pool deck

Funded?: Yes.

History: Partial replacement 2018 ~\$2,000.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 10 years

Remaining Life: 2 years

Best Case: \$ 2,200

Worst Case: \$3,200

Cost Source: Budget Allowance

---

**Comp #: 340 Play Equipment - Repair/Replace****Quantity: Not in place**

Location: The east side of building C.

Funded?: No. See comments

History: Removed 2018.

Comments: Not funded – no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

---

**Comp #: 400 Cabana Flooring - Repair/Replace****Quantity: ~80 SY**

Location: The interior flooring of the cabana.

Funded?: Yes.

History: None known.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 15 years

Remaining Life: 0 years

Best Case: \$ 3,700

Worst Case: \$5,500

Cost Source: ARI Cost Database: Similar Project

Cost History

---

**Comp #: 410 Cabana Int. Walls & Ceilings-Paint****Quantity: ~2,300 SF**

Location: The interior walls and ceilings of the cabana.

Funded?: Yes.

History: None known.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

NOTE: This component has been significantly affected by inflation.

Useful Life: 15 years

Remaining Life: 0 years

Best Case: \$ 7,100

Worst Case: \$9,500

Cost Source: ARI Cost Database: Similar Project

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**Comp #: 420 Cabana Bathrooms - Refurbish****Quantity: 2 ~7' x 11'/each**

Location: In the cabana.

Funded?: Yes.

History: 2024: Remodeled by in house maintenance

Comments: The cabana bathrooms were remodeled in 2024 by the in house maintenance.

Remaining useful life reset, and cost inflated from the previous study.

Useful Life: 15 years

Remaining Life: 14 years

Best Case: \$ 3,500

Worst Case: \$4,600

Cost Source: ARI Cost Database: Similar Project

Cost History

---

**Comp #: 424 Cabana Interiors - Refurbish****Quantity: Lights, doors, etc.**

Location: The interior finishes of cabana

Funded?: No. Assume can be completed as part of general maintenance

History: Unknown

Comments: Not funded- no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

---

**Comp #: 427 Cabana Furnishings - Refurbish****Quantity: Table, chairs, etc.**

Location: Furnishings within cabana

Funded?: No. Assume can be replaced as needed from operating budget

History: Unknown

Comments: Not funded- no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

## Building Exteriors

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**Comp #: 500 Roof: Cabana & Mail Kiosk - Replace****Quantity: ~1,600 SF comp shingle**

Location: The rooftops of the cabana and the mailbox kiosk.

Funded?: Yes.

History: Replaced 2005.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 25 years

Remaining Life: 5 years

Best Case: \$ 7,600

Worst Case: \$9,400

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 505 Roofs: Low Slope - Repair/Replace****Quantity: ~32,600 SF PVC membrane**

Location: The rooftops of the residential buildings.

Funded?: Yes.

History: Vents cleaned 2018; replaced 2006; C building replaced 2005.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

NOTE: This component has been significantly affected by inflation.

Useful Life: 20 years

Remaining Life: 1 years

Best Case: \$ 672,000

Worst Case: \$1,140,000

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 508 Carport Roofs - Repair/Replace****Quantity: (16) 12,720 SF metal**

Location: In front of buildings

Funded?: Yes.

History: Roofs replaced 2006

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 50 years

Remaining Life: 31 years

Best Case: \$ 81,000

Worst Case: \$122,000

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 516 Gutters & Downspouts-Repair/Replace****Quantity: ~2,600 LF aluminum**

Location: The perimeters of the buildings.

Funded?: Yes.

History: None known.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

NOTE: This component has been significantly affected by inflation.

Useful Life: 30 years

Remaining Life: 11 years

Best Case: \$ 33,800

Worst Case: \$44,200

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 518 Chimney Caps/Flues - Repair/Replace****Quantity: (84) metal flues/caps**

Location: The rooftops of the buildings.

Funded?: No. Costs are best handled with operating funds.

History: None known.

Comments: Not funded- No change from the previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

**Comp #: 522 Siding: Fiber Cement-Repair/Replace****Quantity: ~65,500 SF Fbr-Cmt/T-1-11**

Location: The exterior walls of the buildings.

Funded?: Yes.

History: Replaced 2006.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

NOTE: This component has been significantly affected by inflation.

Useful Life: 48 years

Remaining Life: 29 years

Best Case: \$ 2,180,000

Worst Case: \$3,320,000

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 533 Exterior Surfaces - Caulk & Paint****Quantity: ~65,500 SF**

Location: The exterior walls of the buildings.

Funded?: Yes.

History: Painted 2012.

Comments: Remaining useful life remains at zero, as work was not completed, or planned; cost inflated from previous study.

Useful Life: 8 years

Remaining Life: 0 years

Best Case: \$ 260,000

Worst Case: \$345,000

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 534 Sealant Joints - Remove/Replace****Quantity: ~2,500 LF**

Location: Surrounding windows at jambs and sills

Funded?: Yes.

History: Assumed last in 2012 with window replacement

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 20 years

Remaining Life: 11 years

Best Case: \$ 31,800

Worst Case: \$42,400

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 535 Windows & Glass Doors - Replace****Quantity: 316 windows & 84 doors**

Location: The exterior walls of the buildings.

Funded?: Yes.

History: Replaced 2012.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 24 years

Remaining Life: 11 years

Best Case: \$ 426,000

Worst Case: \$612,000

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 540 Exterior Doors - Replace****Quantity: (90) steel**

Location: The entrances to each unit, the cabana, and utility closets.

Funded?: No. The useful life is not predictable.

History: None known.

Comments: Not funded- No change from the previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

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**Comp #: 541 Unit Decks - Rebuild/Replace****Quantity: 56 decks/~2,250 SF**

Location: The elevated decks of individual units.

Funded?: No. The useful life is not predictable.

History: None known.

Comments: Not funded- no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:



**Comp #: 542 Unit Decks - Clean/Topcoat****Quantity: 56 decks/~2,250 SF**

Location: The elevated decks of individual units.

Funded?: Yes.

History: Unknown

Comments: Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.

Useful Life: 5 years

Remaining Life: 0 years

Best Case: \$ 40,600

Worst Case: \$59,700

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 544 Walkway Bridges - Repair/Replace****Quantity: 4 wood/~275 SF**

Location: The walkway bridges of buildings D and E.

Funded?: Yes.

History: Building E repaired 2018; repairs 2017; repairs/replaced 2006.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 25 years

Remaining Life: 19 years

Best Case: \$ 27,400

Worst Case: \$36,100

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 552 Landings/Bridges - Clean/Topcoat****Quantity: ~3,240 SF,**

Location: Landings at all buildings and bridges at Buildings D &amp; E

Funded?: Yes.

History: Unknown

Comments: Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.

Useful Life: 5 years

Remaining Life: 0 years

Best Case: \$ 58,500

Worst Case: \$85,900

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 555 Hand & Deck Rails - Repair/Replace****Quantity: ~1,700 LF  
metal/aluminum**

Location: The perimeters of the decks, bridges, walkways, landings, and stairs.

Funded?: Yes.

History: Installed 2006.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 30 years

Remaining Life: 8 years

Best Case: \$ 208,000

Worst Case: \$251,000

Cost Source: ARI Cost Database: Similar Project

Cost History

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**Comp #: 556 Hand & Deck Rails - Clean & Paint****Quantity: ~1,700 LF metal**

Location: The perimeters of the decks, bridges, walkways, landings, and stairs.

Funded?: Yes.

History:

Comments: Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.

Useful Life: 10 years

Remaining Life: 0 years

Best Case: \$ 45,700

Worst Case: \$55,800

Cost Source: Proposal: Townhouse Painters

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**Comp #: 560 Exterior Lights - Repair/Replace****Quantity: (205) metal/glass**

Location: Mounted to the exterior walls and ceilings of the buildings and stairwells

Funded?: Yes.

History: None known.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 24 years

Remaining Life: 3 years

Best Case: \$ 16,500

Worst Case: \$22,900

Cost Source: Inflated Internet Research: 2019

Lamps Plus ~\$80/fixture

Order: GB4FJMQNX

Address: 748 Kirkland Cir Apt F103

Order Date: 07-07-2025

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HomeWiseDocs

**Comp #: 590 Stairs - Repair/Replace**

**Quantity: (15) sets**

Location: The front of each building.

Funded?: Yes.

History: Repairs 2018-2019

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 8 years

Remaining Life: 0 years

Best Case: \$ 7,500

Worst Case: \$10,400

Cost Source: ARI Cost Database: Similar Project

Cost History

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## Systems & Equipment

**Comp #: 900 Plumbing - Systems Evaluation****Quantity: Supply & drain lines**

Location: Common plumbing

Funded?: Yes. The useful life is not predictable.

History: None known.

Comments: Plumbing systems are generally considered by the engineering community to be life limited. The costs for replacement can vary widely depending upon the specifications, site conditions, unit repairs after install, hazardous material handling, etc. No major issues were reported at the time of this study.

The vast majority of the plumbing system is hidden, and not visible for review. A reserve study is limited to visual exterior observations and research for budget purposes.

We highly recommend the association engage a qualified firm to evaluate the plumbing systems, including forensic wall openings, and test sections of piping. Additional testing may be further recommended. Patterns of significant repair expenses, leaks, poor flow, and sediments in the lines, should accelerate the need to address proactively and seek a detailed analysis to identify hidden conditions, project a remaining useful life, and recommendations for any needed repairs, maintenance, etc. The cost projected below is a budget allowance, and can vary depending on the complexity of systems, the number of wall or ceiling openings, etc. Prior to such an evaluation, there is no predictable basis at this time for large-scale plumbing repair or replacement expenses. Results should be included in the subsequent reserve study update.

Useful Life: 1 years

Remaining Life: 0 years

Best Case: \$ 15,600

Worst Case: \$19,100

Cost Source: Budget Allowance: Kent Engineering

206-455-5121

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**Comp #: 901 Plumbing - Repair/Replace****Quantity: Supply & drain lines**

Location: Common plumbing

Funded?: No. Useful life not predictable, prior to systems evaluation

History: None known

Comments: Not funded – no changes from previous reserve study

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

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**Comp #: 905 Electric - Maintain/Repair****Quantity: Main & branch systems**

Location: Throughout the community.

Funded?: No. The useful life is not predictable.

History: Building D electric panel replaced 2017 ~\$6,700.

Comments: Not funded- no changes from previous reserve study.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

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**Comp #: 965 Fire Alarm Panels - Repair/Replace****Quantity: (2) Silent Knight (1) ESL**

Location: Attached to the exteriors of buildings A, C, and E.

Funded?: Yes.

History: Replaced 2018.

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

NOTE: This component has been significantly affected by inflation.

Useful Life: 20 years

Remaining Life: 13 years

Best Case: \$ 12,000

Worst Case: \$18,000

Cost Source: ARI Cost Database: Similar Project

Cost History

**Comp #: 990 Ancillary Evaluations****Quantity: Specialty evaluations**

Location: To augment reserve planning.

Funded?: No. Operating expense in year of occurrence

History: None known

Comments: A reserve study is a budget model, limited to visual exterior observations and research. As there are some key details and factors of buildings and grounds hidden from view, it is prudent to conduct additional ancillary evaluations from time to time. The purpose of these evaluations is to aid planning and assess for any basis of predictable funding that may be incorporated into the reserve study. We recommend that you periodically engage specialty evaluations in the following areas/fields as applicable to your property:

- Civil Engineering review: Soils & drainage, pavement specifications, below grade waterproofing
  - Arborist: Trees & landscape - plan of care and life cycle forecast
  - Legal Responsibility Matrix: Governing document review for clear expense delineation between the association and unit owners
  - Legal Governing Document review periodically to incorporate changes in law over time and best practices
  - Investment consultant: Maximize return and cash flow management while protecting principal
  - Insurance policy & coverage review: Understand what is and is not covered and by whom (association vs. owner policies)
  - Masonry consultant: Assess mortar condition and waterproofing, and provide forecast and recommendations
  - Energy Audit: Typically conducted by a utility company, HVAC vendor or consulting engineer to assess efficiency, and cost benefit to retrofit existing equipment. WA Clean Building Performance Standard is a new law in Washington for residential buildings
- 20,000 GSF and larger - see Dept. of Commerce for more information. Rules and compliance are not yet fully formed.

Note: There are several other important professional evaluations to augment reserve planning that are of heightened importance such as Life-Safety and/or Building Envelope & Structural issues, and Plumbing. Those components are addressed separately within this report.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

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**Comp #: 995 Building Envelope & Structure****Quantity: Buildings/structures**

Location: The exterior walls, underlying waterproofing components, and structural components.

Funded?: Yes. Operating expense: cyclical timing and cost may vary after initial baseline study

History: Last known building envelope study (visual) by Evolution Architecture in 2016

Comments: A reserve study is a budget model, limited to visual exterior observations and research. It is outside the scope of our services, and the purpose of a reserve study, to assess the adequacy of the building envelope and structural performance, as many of the key details are hidden from view. Many associations are required to have annual inspections by a qualified engineer or architect to assess the physical condition of the improvements - check your governing documents for any such requirements. Any areas of concern observable from our limited exterior observations, and cycles for repair & replacement, have been stated in the various component field notes throughout this report. We highly recommend regular professional specialty inspections by a qualified engineering, architectural, or building envelope consulting firm to evaluate the performance of the building envelope and structural components.

Many associations are required by their Declaration to have annual inspections by a qualified architect or engineer to assess the physical condition of the building envelope enclosure. The building envelope inspection typically covers at minimum the roofs, decks, siding, windows, doors, sealants/caulking, and flashings. As the building ages, and the waterproofing typically deteriorates, provide more frequent inspections.

Building envelope inspections can be either visual or intrusive. An intrusive investigation (where finished materials are removed to view and better understand the underlying systems, conditions and performance) should be of greater benefit, since a visual review provides only a limited amount of information derived from surface observations.

In addition, we recommend the association annually survey residents to inquire about conditions only visible from the unit interiors that the association may not be aware of. Survey questions may include, but are not limited to: water intrusion/organic growth (particularly at windows and doors, skylights, water heaters, plumbing fixtures, etc), cracking or any other movement of drywall or structural members, and any other general building concerns. Such surveys can be key in identifying potential concerns early, thus increasing the opportunity to conduct repairs before advanced deterioration/damage and, therefore, larger expenses occur.

Useful Life: 20 years

Remaining Life: 0 years

Best Case: \$ 15,000

Worst Case: \$20,000

Cost Source:

Order: GB4FJMQNX

Address: 748 Kirkland Cir Apt F103

Order Date: 07-07-2025

**Comp #: 997 Unit High-Risk Components****Quantity: Inspection & report**

Location: Analysis of in-unit high-risk components.

Funded?: No. Elective - operating expense

History: None known

Comments: While this component does not meet the criteria for reserve funding, our experience in preparing well over 10,000 reserve studies in the Pacific NW indicates that most communities would benefit from a review of the high-risk components within the individual units. High-risk components are those with a history of failure, often leading to significant damage of unit interiors and surrounding common area structural components. High-risk components include, but are not limited to water heaters, washer and dryer hookups, ice maker lines, plumbing angle stops, electrical panels, window and door waterproofing, etc. The Board of Directors is charged with a duty to set the standard of care in the community. Many governing documents and state law governing Common Interest Communities (RCW 64.90.440) provide guidance for those physical components that pose a heightened risk.

It is our strong recommendation that you factor the cost for a high-risk component review within an upcoming operating budget. Consult with an engineering firm specializing in such inspections and analysis. The cost for such a study may be in the range of \$50 - \$200 per unit, depending upon the complexity and scope of work. High-risk component review is not within the scope of our services.

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

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**Comp #: 999 Reserve Study - Update****Quantity: Annual update**

Location: The common and limited common elements of the community.

Funded?: No. Costs are best handled with operating funds.

History: 2025 NSV; 2024 NSV. 2023 with-site-visit update. 2022 NSV, 2021 NSV; 2020 WSV; 2019 NSV; 2018 NSV; 2017 WSV; 2016 NSV; 2015 NSV; 2014 WSV; 2006 Full.

Comments: Not funded- No change from the previous reserve study.

Thank you for choosing Association Reserves!

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:



# **Rules and Regulations**

## **Mira**

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
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# **MIRA CONDOMINIUM**

## **RULES & REGULATIONS**

### **MASTER DOCUMENT**

Signature (1) : \_\_\_\_\_

Date : \_\_\_\_\_

Signature (2) : \_\_\_\_\_

Date : \_\_\_\_\_

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
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**MIRA Condominium  
Rules & Regulations Master File**

**RULES AND REGULATIONS**

The intent of the Rules and Regulations of Mira Owners Association is to promote common sense and courtesy in the members' actions and attitudes. They are not meant to limit conduct, but rather to protect the common interest in the property, to provide an avenue of relief for problems, and to serve as guidelines, for effective operation of the building. It is important to remember that in a condominium community such as ours, each member must protect and regard the rights of all other owners and residents to a quiet and peaceful home.

**A. UNITS**

**1. USE OF UNIT**

The units in the condominium are intended for and restricted to residential use on an ownership, rental, or lease basis and for social, recreational, or other reasonable activities normally incident to such uses, including use as a home office not involving use by nonresident employees or regular visits by customers or clients.

**2. INTERIOR MAINTENANCE**

Each owner shall keep the interior of the owner's unit and its equipment, appliances, and appurtenances in good order, condition, and repair.

**3. UNIT MODIFICATION**

- a. Owners shall not make any changes in a unit which effect the structural integrity, building systems or sound transmission characteristics of the building without first obtaining written permission from the Board. This includes any change from carpeting to hard surface flooring in any portion of a unit that is over another unit.
- b. Owners must inform the Board of any remodeling or other major construction work to be done in their unit. The Board should be provided with the name and phone number of the contractor/designer and/or sub-contractor and an emergency number.
- c. The Board's approval is required for any modification of a unit which affects the limited common or common areas of the building. Please be advised that depending upon the scope of work, the Board reserves the right to assess a refundable damage deposit, and/or non-refundable fees to offset the cost of wear and tear to the common areas.
- d. Owners are responsible for any messes, spills, leaks, or debris left in any of the common areas.

**MIRA Condominium  
Rules & Regulations Master File**

- e. Cleaning supplies and equipment to be supplied by contractor or mover. Removal of trash from the premises is the contractor or mover's responsibility. Vacuum dirt and dust tracks as soon as possible.
- f. The workers or owners, in compliance with the Puget Sound Air Pollution Control Agency, must properly dispose of all combustible petroleum, or otherwise environmentally hazardous materials. ***Do not*** dispose of such materials via the dumpsters.
- g. No waste products or liquids may be dumped or disposed in any floor drain or exterior drains.
- h. All paint cans, wood or carpet scraps, or other leftover construction material must be removed from the property. Such items may ***not*** be placed in any trash chute or any interior or exterior drains.
- i. Personal items may not be placed or left in the common areas. Exterior doors should not be left unattended.
- j. Water shut off to any unit other than your own requires a 3-day notice to the management company (scope of work must be included with notice). Water work must be completed within 2 hours or less, if possible.
- k. Owners must submit a damage and cleaning deposit to the Association before work begins. This deposit is used to offset additional costs of cleaning or repairs to the Association; any unused funds will be refunded at project completion. Any damage and/or loss due to construction or breach of security (e.g., leaving exterior doors open or unattended) will be the sole responsibility and liability of the owner causing the problem.
- l. Except for work done by or for the Declarant or unless otherwise approved by the Board, work may be done only on Monday through Friday between 8 a.m. and 5 p.m.

## **B. WINDOWS**

### **1. GLASS REPLACEMENT**

Replacement of damaged or broken glass (including fogged glass or glass with broken seals) in the windows or exterior doors of the Unit will be done by the Unit Owner.

### **2. DRAPERIES**

To preserve a uniform exterior appearance to the buildings, all draperies or window coverings visible from the exterior of the building must be white or off-white color.

### **3. AWNINGS**

No awnings, air conditioning units or other projections shall be placed on the exterior walls or windows of the building without prior written approval of the Board.

**MIRA Condominium  
Rules & Regulations Master File**

## **C. LIMITED COMMON AREA DECKS AND PATIOS**

Owners shall not hang anything from the railings of their limited common area decks or any fencing bordering their limited common element patios. The decks and patios may not be modified without prior approval of the Board. Decks and patios may have usual deck furniture and plants; however, care should be taken in watering of plants to avoid staining exterior of building. Care should also be taken not to damage the waterproof membrane of the deck or patio. Owners are responsible for keeping their decks and patios in a neat and clean condition and for keeping any drains unclogged. Decks and patios may not be used for storage.

## **D. COMMON AREAS**

It is helpful to understand the difference between common areas and limited common areas of the condominium (called Common Elements and Limited Common Elements in the Declaration).

**Common areas** for the use of all units:

- Building shell
- Structural elements, i.e., roofs, foundations, etc.
- Certain portions of the buildings, such as utility and mechanical rooms
- Clubhouse, pool, hot tub
- Land

**Limited common areas** for the use of **individual** units:

- Decks
- Patios
- Assigned parking spaces
- Entrance hallways (shared by individual Units)

Any work performed on common areas or limited common areas must be approved by the Board and is contracted for by the Board. Please contact the property manager first. If unable to reach the manager, contact a Board member.

### **1. COMMON AREAS – GENERAL**

No furniture, packages, plants, statuary objects or articles of any kind shall be placed in any undesignated common area, corridors, stairways, or walkways. Holiday wreaths on doors are permitted, and shall be removed by January 15.

No unsightly condition shall be permitted to exist in public view or in the building's common areas. No washing, rugs, clothing, apparel, or any other article shall be hung on or in the common areas or limited common areas.

### **2. COMMON AREAS — ALTERATIONS**

Nothing shall be altered, constructed in, or removed from any common area without the prior written consent of the Board.

No owner or resident may modify, paint, or otherwise decorate, landscape, or in any way alter any portion of the exterior of the building or any portion of any common or limited common area without first obtaining written consent of the Board.



**MIRA Condominium  
Rules & Regulations Master File**

## **E. BUILDING SAFETY AND SECURITY**

At all times, a current list of each person in residence should be on file with the management company. Changes in residency should be reported immediately to the management company.

### **1. SECURITY - ALARMS AND LOCKS**

Board approval is required prior to installation of burglar alarms. Only silent alarm systems will be approved: The maintenance of lock hardware on the unit entrance door and garage door is the responsibility of the unit owner. If the lock malfunctions or requires replacement, all expenses for this activity are borne by the owner. If the doorknob must be replaced, it should be replaced with a similar unit as the other entrance doors.

### **2. SMOKE ALARM WITHIN THE BUILDING**

One or more smoke detectors are located in each unit. Smoke activates these detectors, and a loud bell will ring. Upon hearing the ring a resident should, if possible, determine the cause and take appropriate action. If the cause cannot be determined and smoke is evident, call 911 immediately. A contractor will confidence-test the smoke detector system annually. The contractor at the Association's expense will replace malfunctioning detectors when they are found to be defective. Other than scheduled alarm testing, residents should evacuate the building when the central alarm rings. It is the owner's responsibility to ensure that the smoke detectors within the Owner's unit are operable. The owner shall not do anything that prohibit the proper functioning of the smoke detectors. If the smoke detectors have battery backup power, it is the Owner's responsibility to replace batteries.

### **3. COMMON SENSE PRECAUTIONS**

Do not leave any outside access or storage door propped open and unattended. Be sure any outside access door closes securely after you have passed through it.

Owners or tenants should question suspicious appearing persons or activities. Their presence should be brought to the attention of either a Board member, the management company, or if more immediate and appropriate, to the police by dialing 911.

No smoking is allowed in enclosed common areas. No disposal of cigarette butts is permitted in any of the common areas.

## **F. PETS**

Only dogs, cats, or other conventional domestic household pets may be kept in the units. No owner may keep more than two dogs, two cats or one dog and one cat in the unit.

Pets shall not be allowed in any common area unless on a leash and under the control of the owner and being walked to and from the unit. Common areas are not for exercising animals.

## **MIRA Condominium Rules & Regulations Master File**

Owners are responsible for cleaning up after their pet and for any damage caused by their pet or by the pets of their tenant, guests, tenant's guest, etc. Local ordinances regarding cleaning up after pets applies to all pet owners. Soiled pet litter must be securely bagged in a plastic bag and carried directly to the dumpster.

The Board may at any time require the removal of any animal or cause such animal to be removed at the expense of the owner of the animal, including reasonable attorneys' fees, when, in the Board's determination, the animal is disturbing other owners unreasonably. The Board may exercise this authority for specific animals even though other pets are permitted to remain.

### **G. GARBAGE/RECYCLING**

When living in a condominium community, it is essential to adhere to specific procedures that aid in maintaining its grounds.

If you are an investment owner and rent out your unit, you must pass this information onto your tenants and include it in the lease agreement along with the rules and regulations you provide them.

Mira has two (2) garbage containers, and one (1) recycle. The two (2) garbage containers are located on the east and west sides of the complex. The recycling container is located on the northeast side of the complex.

Please only throw away household items in the garbage containers. Household items do not include furniture and electronics. If you, or your renter, throw away furniture or electronics, the waste department WILL NOT pick it up, and that cost falls upon the homeowners at an extra fee to have someone take those items to the dump or recycle center. Please make it very clear to your renters that this is not a service offered by Mira.

***IMPORTANT: Report to [miracondoboard@gmail.com](mailto:miracondoboard@gmail.com) any offenders with at least a name or unit number. Offenders will be fined \$100 per occurrence, and reporters will be rewarded \$50 after the offender has paid.***

Our goal as a community is to be as green as possible, which means that when recycling, you are following the King County Municipalities recycling guidelines. Please print out the "Recycling Guidelines" pdf. for your convenience.

<https://www.kirklandwa.gov/Government/Departments/Public-Works-Department/Trash-Recycling-Compost/Recycle>

### **H. DISTURBANCES**

No noxious or offensive activity shall be carried on in any unit, limited common area or common area nor shall anything be done therein which may be or become an annoyance or nuisance to other owners or to the public.

The volume of stereos, radios, televisions, musical instruments, voices, etc. must be such that it does not disturb anyone in any other unit or in any common area.

## **MIRA Condominium Rules & Regulations Master File**

Speakers may not be installed in party walls (walls which have another adjacent unit), or soffits in party walls.

Do not use washers, dryers, dishwashers, vacuum cleaners, or any other noisy appliance between 10 p.m. and 7 a.m.

### **I. MARKETING GUIDELINES**

The Board is aware that marketing of property requires ease of access and cooperation of seller, real estate agent, and property manager. With that in mind, the Board has established the following guidelines:

#### **RESPONSIBILITIES OF SELLER**

- Notify the management company that the unit is for sale.
- Provide the agent with a building entrance key.
- Make arrangements with the listing agent for access to the unit and to the front door.

#### **RESPONSIBILITIES OF AGENT**

- Agent to have showing access to common areas as well as the unit.
- Broker's Open - Notify the management company of date and time.
- A licensed agent must escort individuals, not agents, attending an open house through the building.

No signage of any kind may be displayed in front of, across the street from, or around the building, except with the express written permission of the Board. Agents wishing to attract potential buyers to the building may not do so by the placement of signage outside the building prior to or during an open house.

### **J. RENTALS**

All leases and rental agreements must be in writing and by their terms shall provide that the terms of the lease are subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations.

Prior to entering into a lease with any tenant (other than a relative of the owner), the owner is required to have the prospective tenant screened, at the owner's or tenant's cost, by a tenant screening service designated or approved by the Board and to furnish a copy of the report of the tenant screening service to the management company. The following tenant screening service has been designated by the Board:

#### **1. Tenant Screening**

- a. Owners who choose to rent their Units are required to screen their tenants through a professional tenant screening service. Screening potential tenants through such a service provides owners with information regarding an applicant's credit history, rental history, employment history, criminal background, and relevant court records.

## **MIRA Condominium Rules & Regulations Master File**

This information helps an Owner make a more informed decision regarding new tenants.

- b. Unit Owners commonly charge prospective tenants the cost of a full tenant screening report. Most tenants with unreliable rental histories will self-select out of the rental pool if they are informed of the tenant screening process and its cost. Screening potential tenants helps Owners avoid renting to tenants with a history of unpaid or late rents, Unit damage, or problems with rules compliance. While screening does not guarantee a good tenant, the information allows Owners the necessary data to make an informed decision. The procedures for screening tenants are as follows:
  - i. Have prospective tenant complete a tenant screening form obtained from your (Owners) property Management Company or Tenant screening company.
  - ii. The full tenant screening report must contain:
    - 1. Credit profile.
    - 2. Criminal Record (on applicant and any other adult occupant)
    - 3. Search of tenant history database.
    - 4. Search of court records for applicant's name.
    - 5. Social security number search (SSN verification)
    - 6. Verification of phone numbers given for employment, banking and rental references.
    - 7. Phone calls made to gather rental, employment and banking references.
- c. Prior to move-in by a renter, Owner renting the unit must provide a signed statement to the Board confirming that all of the items listed in 2.b. above were completed. A lease agreement should not be signed prior to all of those items being completed.
- d. Fines will be charged to Unit Owners who do not use the screening process. The Board may also take any legal actions allowed by WA law, up to and including requiring the Owner to terminate the lease and remove the tenant, if this process was not used in full.
- e. Owner should contact the Board if there are any questions regarding the screening process.

### **2. Rental Units - Owners Responsibilities**

- a. All leasing or rental agreements shall be in writing and comply with the Association's Bylaws, Declaration, and Rules/Regulations (and include notice that failure of the tenant to comply with the Bylaws, Declaration, and Rules/Regulations constitutes a default under the lease or rental agreement). Prior to use, a copy of the rental agreement shall be provided to the property management company for review. Once executed, a signed copy shall be filed with the property management company for its records.
- b. All Owners must provide the management company, in writing, with the names and number of tenant/occupants (including number of animals or pets) as well as

**MIRA Condominium  
Rules & Regulations Master File**

automobile description(s) and license number(s) prior to occupancy. Failure to do so prior to occupancy may result in a fine.

- c. Occupancy of rental units shall be limited to four persons.
- d. All tenants shall be provided with a copy of the Bylaws, Declaration, and Rules and Regulations before signing a lease. Each Lease or Rental Agreement must contain a statement that the tenant has received, reviewed, and understands all of the above documents. If the printed Agreement used does not include such a statement, it can be hand-written at the bottom of the signature page, and initialed by the tenant.
- e. Each rental unit must be re-keyed after each change of tenant, with a copy of the new key provided to the Board (per Rule II.C. above) before the new tenant moves in.
- f. A minimum lease/rental period of twelve (12) months is required on any rental agreement. This does not restrict a rental unit from being sold during the term of such lease/rental agreement.
- g. If an Owner fails to evict a tenant who is at default by reason of failing to comply with these rules and regulations, the Board may evict the defaulting tenant at the Owner's expense.
- h. Owners should understand that they are fully responsible to the Association for the conduct of their tenants, guests of tenants and the animals or pets belonging to tenants; and should, therefore, carefully evaluate a prospective tenant's ability to accept and abide by these rules and regulations.
- i. No Owner shall lease his Unit for transient or hotel purposes. No Owner shall enter into any rental or tenancy agreement unless such agreement is in writing. Such written agreement shall include an express provision that it is subject, in all respects, to the provisions of the Bylaws, Declaration, and these rules and regulations and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the agreement.
- j. Any costs incurred by the Association in enforcing any of its rules and regulations, or the Bylaws or Declaration, will be assessed to the Owner of the Unit involved.
- k. Off-site Owners must immediately supply the property manager, in writing, with Owner's current address and contact info information and any future changes.

**3. INFORMATION REQUIRED FROM RESIDENTS**

- a. Pursuant to Article 1.7 of the Bylaws, the property manager keeps a "resident information form" for each Unit Owner (to prove membership in Association) and/or tenant. Any changes in this information must be reported to the manager immediately.
- b. Residents are requested to provide the name, address, and telephone number of the persons and/or physician who should be notified in the event of an emergency.



## **MIRA Condominium Rules & Regulations Master File**

Residents are requested to notify the Board of their respective forwarding addresses and phone numbers prior to leaving on any extended trips and to provide information regarding any authorized use of their Units while away on such trips (e.g., someone else staying in or visiting the unit, etc).

- c. Pursuant to Article 10.3 and 12 of the Declaration, upon request of the Board, a key to each Unit must be provided to and kept on site by the Board. An owner may also provide written restrictions on the use of such key. If a key is not left on file with a Board member, the Unit Owner will be responsible for all costs associated with opening the Unit, if it needs to be opened for what the Board or property manager deem to be an emergency.

### **K. MOVING DAY**

Extreme care must be addressed to security - all exterior doors should be attended at all times during moving.

### **L. USE OF COMMON AREAS**

The common areas in the condominium may be used by residents and their guests. Residents and guests using any common facilities do so at their own risk. All residents are financially responsible for any loss of personal property or damage caused by the resident or the resident's guest.

### **M. MOTOR VEHICLES**

Only currently licensed, operable motor vehicles may be parked in the parking spaces and carports at the Condominium. No trailers, boats, recreational vehicles, camper shells, etc. are allowed in the parking spaces or carports, unless specifically approved by the Board. No vehicle repairs or oil changes may be done in parking spaces or carports.

### **N. ENTRY**

The Board and its agents or employees may enter any unit or limited common area when necessary, in connection with any maintenance or construction for which the Association is responsible, or in the event of emergencies. If the repairs or maintenance was necessitated by or for the unit entered or its owners, or requested by its owner, the cost thereof shall be charged to such unit.

### **O. RESIDENT & VISITOR PARKING**

The Homeowners Association of Mira Condominiums has approved the following Parking Rules and Regulations for the Mira Condominium Homeowners/Residents. These Rules and Regulations have been established to ensure that all Homeowners at Mira have their parking rights protected and have equal access to the limited Visitor Parking. Please remember that there is no “open” parking at Mira. All numbered spots are either reserved for owners/tenants. All “VISITOR” spots are reserved for visitor parking **ONLY (excluding residences and tenants)**. Only operable, currently licensed passenger motor vehicles may be parked on the premises. Make sure to share this information with your visitors, as unauthorized vehicles parked in reserved parking spaces will be towed at the owner’s risk and expense.

**Parking Owned by Homeowners:** All parking spaces owned by individual Homeowners at Mira Condominiums are reserved 24 hours a day, 7 days a week. Homeowners will “police”

## **MIRA Condominium Rules & Regulations Master File**

their own space(s). If a Homeowner finds someone parked in their space, they will be provided with a letter from the Association authorizing you to tow your specified parking spot(s).

**Visitor Parking:** Visitor parking is marked with "**VISITOR**" on the pavement and is available on a first come first serve basis. There is also city street parking available.

**Homeowners/tenants may never occupy visitor parking for any reason**, and if your vehicle is found in a visitor space it will be tagged & towed. If a vehicle is found to be improperly parked in a "Visitor" parking space, it is subject to towing at the vehicle owner's expense.

**Repeat offenders will be towed without warning if the vehicle is continually parked in visitor spaces.**

Visitor vehicles only are limited to no more than 24 hours in any visitor parking space during any given continuous seven-day period. **Moving the vehicle from one Visitor space to another does not count as the 24hrs rule will apply.**

### **Ticketing & Towing:**

- a. **Fire Lanes:** There is NO parking in fire-lanes. Vehicles will be towed at the owner's expense without warning.
- b. **Towing:** Parking in resident parking or fire lanes results in towing of the offending vehicle. DO NOT PARK in unauthorized resident parking or fire lanes or be prepared to pay a large impound bill.

\*Please call the City of Kirkland non-emergency number to report fire lane parking violators at (425) 587-3400.

\*Please call MAC Towing to tow violating vehicles. If you need a "Towing Authorization" form for your parking spot, please contact Management, at Condominium Management to get this authorization letter at (425) 562-1200 ext. 124 or michelles@condohoa.com with the Subject heading: "Mira Towing Authorization request".

## **P. POOL**

**POOL HOURS: 9:00 AM – 10:00 PM DAILY**

Pool will be targeted to open on Memorial Day to Labor Day weather permitting.

(Owners may be able to use the pool beyond these posted hours provided there are no complaints registered with the board or management)

1. No lifeguards or attendants will be on duty.
  - a. Children ages 12 and under need to be accompanied by a responsible adult (age 18 & over) at all times the child is in the pool.
  - b. Bathers ages 13-17 must not use pool alone.
2. Everyone must take a cleansing shower before entering the pool.
3. Bathers wearing diapers need to have tight fitting protective coverings.
4. Diapers must be changed in designated diaper changing areas or restrooms.
5. If you have a communicable disease that can be transmitted by water or have been ill with diarrhea or vomiting in the last two weeks, do not use the pool.
6. Bathers with seizures, heart or circulatory problems are advised to swim with a buddy.
7. No running on deck, horseplay, diving or excessive noises in the pool area.
8. Do not use the pool when under the influence of alcohol or drugs.

## **MIRA Condominium Rules & Regulations Master File**

9. No glass allowed in pool area.
10. No food or drinks are allowed in the pool water.
11. No smoking. Smoking is not permitted anywhere within the pool area.
12. Pets are forbidden in or around the swimming pool.
13. Persons failing to follow the rules are subject to removal from the premises, fines or other enforcement measures.

### **MIRA Condominiums Pool COVID-19 Control Plan**

**Updated Covid Rules & Regulations will be posted at the pool/spa that are in accordance with the latest State & County Covid guidelines.**

In an EMERGENCY call 911

Closest phone for EMERGENCY use is located on the pool deck.

First Aid Kit located on pool deck.

Maximum pool capacity is 31 (Capacity may change depending on situation)

**\*All persons using the pool do so at their own risk – owners and management are not responsible for accidents or injuries. The Association shall not be liable for any personal injury to residents or guests of residents or children.**

## **Q. SPA**

SPA HOURS: 9:00 AM – 10:00 PM DAILY

Spa will be open year round

(Owners may be able to use the spa beyond these posted hours provided there are no complaints registered with the board or management)

### **MIRA Condominiums Spa COVID-19 Control Plan**

**Updated Covid Rules & Regulations will be posted at the pool/spa that are in accordance with the latest State & County Covid guidelines.**

1. No lifeguards or attendants will be on duty.
  - a. Children ages 12 and under need to be accompanied by a responsible adult (age 18 & over) at all times the child is in the spa.
  - b. Bathers ages 13-17 must not use spa alone.
2. Persons ages 5 and under should not use spa.
3. Everyone must take a cleansing shower before entering the spa.
4. Bathers wearing diapers need to have tight fitting protective coverings.
5. Diapers must be changed in designated diaper changing areas or restrooms.
6. Women who are or might be pregnant should seek physician's advice before using the spa.
7. If you have a communicable disease that can be transmitted by water or have been ill with diarrhea or vomiting in the last two weeks, do not use the spa.
8. Bathers suffering from heart disease, diabetes or high blood pressure should consult a physician before using spa.
9. Bathers with seizures, heart or circulatory problems are advised to use the spa with a buddy.
10. Spa use should be limited to fifteen (15) minutes at any one session.
11. No running on deck, horseplay, diving or excessive noises in the spa area.
12. Do not use the pool when under the influence of alcohol or drugs.
13. No glass allowed in spa area.
14. No food or drinks are allowed in the spa water.

## **MIRA Condominium Rules & Regulations Master File**

15. No smoking. Smoking is not permitted anywhere within the spa area.
16. Pets are forbidden in or around the spa.
17. Persons failing to follow the rules are subject to removal from the premises, fines or other enforcement measures.

In an EMERGENCY call 911

Closest phone for EMERGENCY use is located on the pool deck.

First Aid Kit located on pool deck. Maximum spa capacity is 6

**\* All persons using the pool do so at their own risk – owners and management are not responsible for accidents or injuries. The Association shall not be liable for any personal injury to residents or guests of residents or children.**

### **R. ENFORCEMENT**

It is the responsibility of each owner to know the terms and provisions of the Declaration, Bylaws and Rules and Regulations of the Association. Each owner is responsible for advising tenants or guests of the owner of any provision of the Declaration, Bylaws or Rules and Regulations which apply to them. These Rules and Regulations are provided as a supplement to the Declaration and Bylaws and are not meant to relieve any owner from the obligation to know the provisions of the Declaration and Bylaws. Owners shall also comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the use of the Condominium.

Each owner, tenant, or occupant of a unit shall comply with the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association, as they may be amended from time to time, and with all decisions made by the Board or the Association pursuant thereto. Failure to comply shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of them, maintainable by the Board, the Association's managing agent on its behalf, or by the aggrieved owner. To enforce the Rules and Regulations, the Board may also levy monetary fines.

The Board may give written notice of the violation and state a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Board may itself make the correction, and any costs incurred in connection therewith shall be imposed on the unit owner and added to the monthly maintenance fee for the first month following the correction. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of maintenance fees.

Prior to taking any enforcement action (other than the initial notice of violation), the Board will give the owner involved notice and an opportunity to be heard as follows:

1. The Board will give the offending owner written notice of a hearing before the Board or a specially appointed committee or representative regarding the proposed action or fine. The notice shall include (a) a statement of the offense, (b) the proposed action and/or fine, (c) the date, time and place of the hearing, and (d) whether testimony of the owner must be oral, written, or both. The date of the hearing shall be at least five (5) days after notice is delivered.

## **MIRA Condominium Rules & Regulations Master File**

2. At the hearing, the affected owner shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issue at hand.
3. Evidence presented at the hearing shall be considered in making the decision regarding fines or other enforcement action.
4. The affected owner shall be notified of the decision in the same manner in which notice of the meeting was given.

In addition, the Board can take any other legal action appropriate or remedy or penalize a violation of these Rules, the Bylaws or the Condominium Declaration. In enforcing these rules, the Board may delegate its function(s), including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited to a single, or group of, director(s) or officers, or the property manager.

Owners shall be financially responsible for all damage caused by their tenants or guest, and for any fines imposed as the result of conduct on the part of their tenants, guests or invitees. Any charge for damages or fines shall be imposed against the unit, itself, in which the party responsible rented or was visiting, and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees.

### **S. FEE/FINE SCHEDULE**

In an effort to protect the owners, residents, and common areas of the building, the Board has adopted this schedule of fees and fines. It is included here as a quick reference tool for owners and residents.

#### **FEES:**

• Monthly Assessment Late Fee	\$ 50
• Returned Check Fee	\$ 35
• Pool Fob	\$ 25
• Transfer Fee	\$175
• Resale Certificate Fee	\$275
• Move In Fee	\$250

#### **FINES:**

• 1 <sup>st</sup> notice of a violation	\$50
• 2 <sup>nd</sup> notice of violation	\$100
• 3 <sup>rd</sup> and subsequent notice of a violation	\$200

### **1. NOTES REGARDING FEES**

Monthly assessments become payable on the first of each month and are delinquent on the second. However, to allow for mail and other unforeseen delays, the Association allows a ten (10) day grace period for the payment of assessments. Owners whose assessments are not received by the management company by the 10<sup>th</sup> of the month will be charged a late fee of \$50.00.



**MIRA Condominium  
Rules & Regulations Master File**

A transfer fee shall be charged to each new owner's account upon each conveyance of a unit after the initial conveyance by the Declarant.

The resale certificate fee and transfer fee are paid to the management company.

**2. NOTES REGARDING FINES**

The Board, to enforce the Regulations, may levy monetary fines of \$50 for the first notice of violation and \$100 for the second notice of violation and \$200 for the third and subsequent notice of violation. Such fine(s) shall be added to the monthly assessment• for the first month following the violation and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees.

**Exhibit A**  
**Mira Condominium Association**  
***Ductless Split Air Conditioning & Heating System***  
***Rules and Regulations***

Deck-mounted ductless split air conditioning and heating units are permitted only and are subject to the following restrictions:

- a. Homeowners wishing to install a ductless split air conditioning and heating unit (unit) must first fill out and submit a Split Air Conditioning Approval Form to the Mira Condominium Board of Directors for approval.
- b. The Board of Directors or Management shall determine the placement of the deck-mounted component.
- c. Installation (including penetrating the building envelope) shall be done only by a contractor licensed and bonded for this type of work and shall be completed in accordance with the instructions on the Approval Form and specifications prepared by Amento Group dated 9/16/2022.
- d. Deck-mounted unit noise levels must be rated at less than 55 decibels and must be maintained at that level. It is the homeowners' personal responsibility to maintain their unit. If a homeowner does not maintain their unit at below 55 decibels the Board of Directors can order it disconnected and removed at the owner's expense.
- e. Homeowners must execute a Hold Harmless Agreement on a form provided by the Association. The Hold Harmless Agreement will be recorded with the County to ensure that future owners of the Unit are aware that they are responsible for maintaining the components.

Mira Condominiums Association  
*Ductless Split Air Conditioning & Heating System*  
*Approval Form*

**Ductless Split Air Conditioning & Heating System:** A ductless split system consists of two main parts: the outdoor unit and the indoor unit. The **outdoor** unit is installed on the deck wall near the sliding glass door. This unit houses the compressor, condenser coil and the expansion coil or capillary tubing. The **indoor** unit(s) contains the cooling coil, a long blower and an air filter. (See <https://goingductless.com/what-is-a-ductless-heat-pump>.)

**You must receive written approval from the Board prior to beginning installation.**

**Summary of Installation Specifications:**

- **Outdoor (Deck-mounted) Equipment:**
  - Maximum Allowable Installed Noise Level – 55 Decibels
  - Deck Installation – the compressor is placed on blocks with rounded edges to protect the deck coating, raising the unit above the deck surface to allow air flow
  - Earthquake Straps – attached the building (not the deck surface) and designed to be released without removing the straps from the wall (similar to water heater straps)
  - Conduit Shielding – line set cover hiding all wiring and pipes, painted to match building
  - Building Penetration – includes sleeve conduit, backing rod, exterior grade weatherproof sealant; see attached specifications prepared by Amento Group dated 9/16/22
- **Indoor Equipment**
  - Wall-mounted
  - Electrical – 20 amp two-pole 240 volt dedicated circuit breaker (you may be able to disconnect the line from an existing wall heater and use it for this purpose).

**Installation must be performed by contractor(s) licensed for this type of work, including any electrical work that must be done.**

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

Name of Contractor Installing the Equipment: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Contractor's Insurance Policy Number: \_\_\_\_\_

Equipment's Manufacturer/Model: \_\_\_\_\_

Projected Installation Date: \_\_\_\_\_

Outdoor Unit's Decibel Rating: \_\_\_\_\_

**MUST BE BELOW 55 DECIBLES**

Deck Equipment's Proposed Location: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return form to Condominium Management at PO Box 3080, Bellevue, WA 98009 or email it to  
[michelles@condohoa.net](mailto:michelles@condohoa.net) or fax to 425 957-0425

**Your request is not approved until this form is received and approved in writing by  
the Board or Management Company**

Received Date	Approved/Not Approved	Approved By	Decision Date

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

**When Recorded, Return to:**

Sage Community Law, PLLC  
7511 Greenwood Ave North, #4044  
Seattle, WA 98103  
206.278.4188

**HOLD HARMLESS AGREEMENT**

GRANTOR: [UNIT OWNER(S) NAME(S) AS LISTED ON DEED FOR UNIT]

GRANTEE: MIRA OWNERS ASSOCIATION

LEGAL DESCRIPTION: UNIT \_\_\_\_\_ OF MIRA, A CONDOMINIUM  
ACCORDING TO THE DECLARATION  
RECORDED IN KING COUNTY, WASHINGTON,  
UNDER RECORDING NO. 20060308001550,  
ALONG WITH THE SURVEY MAP AND PLANS  
RECORDED UNDER KING COUNTY  
RECORDING NO. 20060308001549 AS  
THEREAFTER AMENDED.

TAX PARCEL NO.: ADD INDIVIDUAL UNIT PARCEL NUMBER

REFERENCE NO.: 20060308001550

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs



This Agreement is made by and between **Mira Owners Association** ("Association") and **[Unit Owner(s) names]**, the Owner(s) of a Unit at Mira, a Condominium as described below ("Owner(s)").

This Agreement shall bind and burden the following real property, commonly known as **[INSERT UNIT ADDRESS]**, and legally described as:

UNIT **[REDACTED]**, BUILDING **[REDACTED]** OF MIRA, A CONDOMINIUM RECORDED IN VOLUME 214 OF CONDOMINIUMS, PAGES 55 THROUGH 62, INCLUSIVE, ACCORDING TO THE DECLARATION THEREOF, RECORDED UNDER KING COUNTY RECORDING NO. 20060308001550, AND ANY AMENDMENTS THERETO;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

### **RECITALS**

The Condominium Declaration for Mira, a Condominium (the "Declaration") was recorded on March 8<sup>th</sup>, 2006, in the records of King County, Washington under recording number 20060308001550. The Declaration provides that the Association is responsible for the management and operation of Mira, a Condominium (the "Condominium").

The Owner(s) intends to alter the original structure of the Condominium by **installing a ductless mini-split heating and cooling system with additional components and making modifications** as described in the attached Exhibit A (the "Work").

Declaration Section 10.6 provides that nothing shall be altered or constructed in or removed from any Common Element or Limited Common Element except upon prior written consent of the Board.

Declaration Section 13.4.6 authorizes the Board to regulate the use, maintenance, repair, replacement, and modification of Common Elements and Limited Common Elements.

Declaration Section 13.4.1 authorizes the Board to adopt rules and regulations for the Condominium and **the Board adopted rules and regulations governing the installation of ductless split air conditioning and heating systems, including required specifications prepared by Amento Group dated September 16, 2022 (the "Specifications")**.

Damage to portions of the Condominium or other property, or injury to persons may result from the Work. The Association and Owner(s) wish to address issues related to the Work.

### **AGREEMENT**

**Approval of the Work.** The Association agrees to grant the Owner(s) the right to perform the Work subject to the conditions of this Agreement and any related policies or rules and regulations adopted by the Board. The Association makes no representations

about whether the Work complies with applicable building code requirements or whether the Owner(s) will comply with the requirements of any governing authority that regulates such construction for the Work performed.

**Compliance with Governing Documents and Specifications.** Owner(s) agree that the Work will comply with the Association's governing documents, including any applicable rules, regulations, or policies adopted by the Board **and the Specifications**.

**Allocation of Expenses.** Owner(s) agrees to pay all expenses incurred by the Association in connection with the Work and to reimburse the Association for expenses incurred related to the Work, including the attorneys' fees and costs for the preparation, and recording of this Agreement, costs for infrastructure or other Common Element modifications or improvements related to the Work, and utility expenses based on usage, if applicable.

**Qualified Contractors and Waiver of Lien Rights.** Owner(s) agree to employ contractors approved by the Board who shall provide satisfactory evidence that they are contractors licensed by the State of Washington, that they carry the necessary bond and insurance required by the State of Washington, and that their workers are covered by workers' compensation. Owner(s) agree to only employ contractors who waive all lien rights they may otherwise have against the Association in connection with the Work.

**Permits.** Owner(s) agree to make all necessary arrangements with governing entities before completing the modifications, including, but not limited to obtaining proper permits for the Work.

**Effect of Transfer of Unit Ownership.** Upon transfer of ownership of the Unit, any related obligations will remain with the Unit and automatically pass to the subsequent Unit Owner(s).

**Promise to Repair.** Owner(s) promise to, at their sole expense, repair any damage directly or indirectly caused to the Condominium in connection with the Work.

**Promise to Maintain.** Owner(s) promise to, at their sole expense, maintain, repair, and replace the Work consistent with the obligations to maintain their Unit in accordance with the Association's governing documents. This extends to any maintenance, repair, or replacement required by a governing authority (municipality, county, etc.), including removal of the Work if so directed.

If Owner(s) fail to maintain, repair, and replace the Work as required, the Association reserves the right to either perform the maintenance, repair, or replacement or remove any installations or modifications and return the property to its condition prior to the Work. Any costs incurred by the Association in the exercise of these rights shall be an assessment against the Unit.

**Increased Costs of Maintenance.** Owner(s) agree that they will be responsible for any increased cost of maintenance, repair, or replacement for which the Association or any other Unit Owner is responsible that results, directly or indirectly, from the Work.

For example, if temporary removal or relocation of a component is necessary to perform maintenance or repairs, the Owner(s) will be responsible for the cost of that removal or relocation.

**Indemnity and Hold Harmless.** To the fullest extent permitted by law, Owner(s) agree to indemnify, defend and hold harmless the Association (including its Board of Directors, managers, agents, and individual members) against any and all actual and alleged claims, demands, causes of action, liability, loss, expense, damage, destruction and/or injury (to property or persons, including death), arising out of or incident to any acts, omissions, or negligence by the Owner(s) or their agents and contractors in connection with the alteration of the original Condominium structure. This indemnification applies to and includes all penalties, fines, judgments, awards, decrees, attorneys' fees, legal expenses and costs, and any reimbursements a party seeks to collect from the Association in connection with the Work. The duty to defend shall start when a claim is filed in court or any alternative dispute forum.

**Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, including enforcement of the duty to defend and the right to indemnity, the prevailing party shall be entitled to recover reasonable attorneys' fees and other related costs.

**Severability.** If any portion (word, phrase, sentence, paragraph, or section) of this Agreement is declared void or unenforceable, that portion shall be considered independent and severable, and the remainder of this Agreement shall remain valid.

**Successors and Assigns.** The burden and benefit of this Agreement are intended to attach and become appurtenant to the real property subject to this Agreement, and to be binding upon the Owner(s) and their successors, heirs, and assigns. This Agreement shall be enforceable by the Association on behalf of its members, or by any member particularly aggrieved.

**Continuing Obligation/Covenant Running with the Land.** Owner(s) agree that this Agreement shall be recorded as notice of this responsibility to all subsequent Owners of the Unit. Any obligations of the Owner(s) (or Owner's successors in interest) incurred hereunder shall be both a personal obligation and a lien against the Unit and may be enforced in the same manner as any obligation or assessment incurred pursuant to the Declaration. This agreement shall be a covenant that shall run with the land and shall be binding upon the parties hereto and their successors, assigns, personal representatives, devisees, and heirs.

**Incorporation of Prior Agreements.** This Agreement represents the parties' intentions surrounding the Work described herein. No other written or oral agreements regarding the alteration described in this agreement exist at the time of entering into this Agreement. Notwithstanding this Agreement, the Declaration, and all other governing documents of Mira, a Condominium are incorporated by reference and the parties agree that compliance with all applicable provisions of the governing documents of the Association shall be required in connection with this matter.

*The Board of Directors for Mira Owners Association approved the above Agreement at a Board meeting, held on \_\_\_\_\_.*

**Mira Owners Association**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, President

*By our signatures below, we acknowledge that we have read and we fully understand this entire Agreement, and we voluntarily accept its terms.*

Signature: \_\_\_\_\_  
[Insert Owner Name]

Signature: \_\_\_\_\_  
[Second Owner if applicable]

STATE OF WASHINGTON        )  
  ) ss.:  
COUNTY OF \_\_\_\_\_  )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ [and \_\_\_\_\_], to me known to be the person(s) that executed the within and foregoing instrument and acknowledged that instrument to be their free and voluntary act and deed.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

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

\_\_\_\_\_ (Print name)

NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_

\_\_\_\_\_  
My commission expires: \_\_\_\_\_



## **EXHIBIT A**

Description of Work:

*\*Any photos or drawings of installation locations submitted to the Association have been redacted for recording purposes and may be reviewed upon written request to the Board of the Mira Owners Association.*

Order: GB4FJMQNX

Address: 748 Kirkland Cir Apt F103

Order Date: 07-07-2025

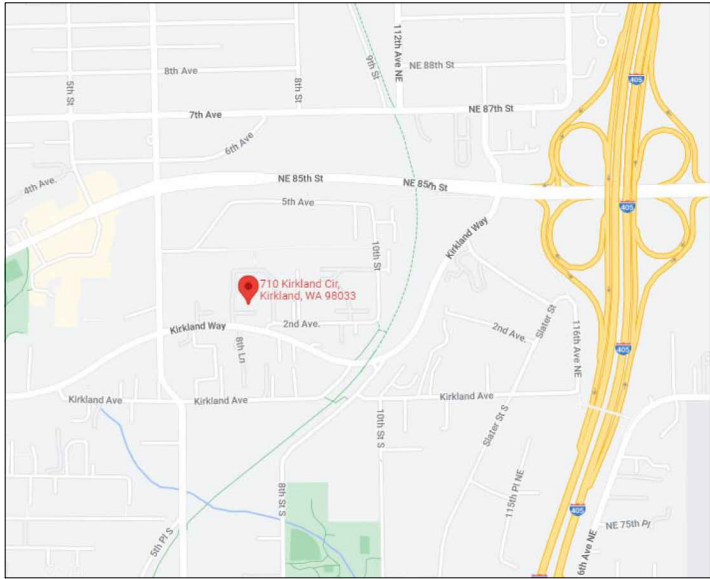
Document not for resale

HomeWiseDocs

# MIRA CONDOMINIUMS

## INDIVIDUAL UNIT AC PENETRATION DETAILS

**AMENTOGROUP**  
710 2nd Avenue, Suite 400  
Seattle, WA 98104  
amentogroup.com



**PROJECT NAME / ADDRESS:**  
MIRA CONDOMINIUM  
710 KIRKLAND CIRCLE  
KIRKLAND, WASHINGTON 98033  
OWNER: CONDOMINIUM MANAGERMENTS, INC.

**ARCHITECT:**  
LISA CLARK MOE  
AMENTO GROUP  
710 2ND AVE, SUITE 400  
SEATTLE, WA 98104  
206-682-9722  
L.MOE@AMENTOGROUP.COM

**CONTRACTOR:**  
TO BE DETERMINED

**LEGAL DESCRIPTION:** MIRA CONDO VOL 214/55-62; PLAT BLOCK: ;

**PLAT LOT:**

**APPLICABLE CODE:** 2018 WSEBC

**LOCAL JURISDICTION:** KIRKLAND

**PARCEL NUMBER:** 555400-0000

**ZONE:** PLA 5A, HIGH DENSITY RESIDENTIAL

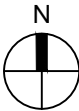
**NEIGHBORHOOD:** MOSS BAY

**TYPE OF CONSTRUCTION:** V 1-HR

**OCCUPANCY:** R-2

### 1 LOCATION

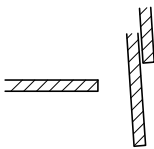
A0 NO SCALE



### 2 PROJECT INFORMATION

A0 NO SCALE

- A0 GENERAL PROJECT INFORMATION
- A1 PROJECT INTRODUCTION, MATERIAL SCHEDULE, & ABBREVIATIONS
- A2 OUTLINE SPECIFICATIONS
- A3 PENETRATION DETAILS
- A4 PENETRATION DETAILS



(E) SIDING OR SID-ME



CONTINUOUS WOOD IN SECTION



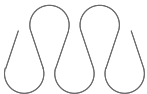
DISCONTINUOUS WOOD IN SECTION, SHIM



GWP OR EXT GYP SHEATHING



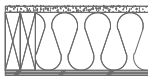
CONCRETE



EXISTING BATT INSULATION

(E) OR (N) WEATHER RESISTIVE BARRIER (WRB)

(E) OR (N) SELF ADHERED MEMBRANE (SAM)



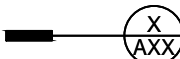
EXAMPLE OF SCREENED MATERIALS SCHEDULED TO REMAIN



REVISION TAG



INSTALLATION SEQUENCE; REFER TO NOTES ON SHEET A1



SECTION CUT INDICATOR

NOTE: ADDITIONAL HATCH & SYMBOLS ARE LOCATED ON INDIVIDUAL SHEETS WHERE THEY OCCUR.

### 3 SHEET INDEX

A0 NO SCALE

### 4 LEGENDS & SYMBOLS

A0 NO SCALE

### MIRA CONDOMINIUMS

710 KIRKLAND CIRCLE  
KIRKLAND, WA 98033

INDIVIDUAL UNIT AC  
PENETRATION DETAILS

100% CONSTRUCTION  
DOCUMENTS

PROJECT #: 130292

DRAWN BY: MRK

CHECKED BY: MRM

REVISIONS:


BLDG DEPT:

DATE: 09-16-2022

SHEET TITLE:

GENERAL PROJECT  
INFORMATION

SHEET #:

A0

1.

AMENTO GROUP (AG) PREPARED THESE INDIVIDUAL UNIT AC PENETRATION DETAILS FOR MIRA CONDOMINIUMS, LOCATED IN KIRKLAND, WASHINGTON.

2.

THIS SCOPE INCLUDES GENERAL INFORMATION & DIRECTION REQUIRED TO INSTALL MINI-SPLIT AC UNITS FOR AN INDIVIDUAL UNIT @ MIRA CONDOMINIUMS W/O REMOVAL OF INTERIOR FINISHES & LIMITED REMOVAL OF EXTERIOR PLANK SIDING.

3.

THIS SCOPE SHALL NOT BE USED AFTER 5 YEARS FROM ISSUANCE DATE. COORD W/ AG FOR UPDATES & REISSUANCE FOR USE AFTER 5 YEAR PERIOD.

4.

IF A SCOPE OF REPAIR IS DEVELOPED FOR HOLISTIC CLADDING REPLACEMENTS W/IN THE 5 YEAR PERIOD, THE HOLISTIC SCOPE OF REPAIR DOCUMENTS PREVAIL & SHALL REPLACE THIS INDIVIDUAL UNIT AC PORT INSTALLATION SCOPE.

5.

UNIT OWNER & CONTRACTOR ARE RESPONSIBLE FOR ACQUIRING NECESSARY PERMITS REQUIRED TO COMPLETE THE WORK.

6.

ALL WORK OUTLINED IN THIS DOCUMENT SET SHALL BE COMPLETED & PERFORMED BY A CERTIFIED, LICENSED & BONDED CONTRACTOR.

7.

ALL CONSTRUCTION MUST MEET 2018 WSEBC CODE REQUIREMENTS & ALL APPLICABLE LOCAL BUILDING CODES.
8.

PRIOR TO COMMENCING THE WORK OR ORDERING MATERIALS, CONTRACTOR SHALL COORD W/ AG TO REVIEW & DISCUSS MATERIALS, INSTALLATION, INTERIOR IMPACTS, STAGING & ACCESS. DURING CONSTRUCTION, CONTRACTOR SHALL SCHEDULE SITE VISITS W/ AG TO REVIEW (E) CONDS & INSTALLATION PROGRESS. IF COORDINATION W/ AG DOES NOT OCCUR, AG IS NOT RESPONSIBLE FOR OVERSIGHT OF CONTRACTOR, VERIFICATION OF MATERIALS USED, OR CONFORMANCE W/ PROJECT DOCUMENTS.

9.

CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IDENTIFY (E) COND DEVIATIONS FROM DRWGS PRIOR TO MATERIAL INSTALLATION & COORD ANY POTENTIAL DISCREPANCIES W/ AG.

10.

DO NOT SCALE DRWGS. DRWGS MAY REPRESENT APPROXIMATE SCALE BASED ON UNKNOWN (E) CONDS.

11.

ALL SEALANT JOINTS SHALL BE 1/2".

12.

① TYPICALLY DENOTES INSTALLATION SEQUENCE OF MATERIALS.

13.

INSTALL & PROPERLY WEATHER-LAP WRB PER MFR'S REQUIREMENTS. FULLY INTEGRATE & PROPERLY WEATHER-LAP (N) WRB W/ (E) WRB, WHERE APPLICABLE.

14.

RE/RE OR RE/REP FIBER CEMENT SIDING PER MFR REQUIREMENTS, RECOMMENDATIONS & INSTALLATION INSTRUCTIONS.

TYPE	ABBREVIATION	DESCRIPTION	COMMENTS
SIDING & ACCESSORIES	SID-ME	(N) FIBER CEMENT LAP SIDING TO MATCH EXISTING	SIDING REPLACEMENT @ PENETRATIONS AS NEEDED
	WRB	FORTIFIBER SUPER JUMBO TEX 60 MINUTE BUILDING PAPER	AS NEEDED; TIE-IN & WEATHER-LAP W/ (E) WRB
	BLKG-1	(N) CEDAR BLOCKING, SIZE AS NEEDED	BLOCKING @ MISC PENETRATIONS & AC MOUNT
METALS	MTL-1	PRE-PRIMED METAL FLASHINGS	HEAD FLASHINGS TO BE PAINTED
FLEXIBLE FLASHING	FF-1	PROSOCO R-GUARD FASTFLASH	PENETRATION FLASHINGS
	FF-2	FORTIFIBER MOISTOP PF	SILL FLASHING INTERGRATED W/ FF-1
	FF-3	PROSOCO R-GUARD JOINT & SEAM FILLER	AS REQ'D FOR FF-1 @ PENETRATION FLASHINGS
SEALANTS	SLNT-1	PROSOCO R-GUARD AIRDAM	USE W/ FF-1 @ PENETRATIONS
	SLNT-2	BASF MASTERSEAL NP 150	EXPOSED, PAINTED SEALANT JOINTS
	SLNT-3	FORTIFIBER MOISTOP SEALANT	SLNT IN CONJUNCTION W/ WRB
PAINT	PNT-ME	PAINT TO MATCH (E)	ALL (N) PAINTABLE MATERIALS

MATERIAL SCHEDULE NOTES:

1. MATERIAL SCHEDULE IS PROVIDED FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL MATERIALS W/IN THE SCOPE OF REPAIR.
2. ADDITIONAL PRODUCTS & MATERIALS MAY BE INCLUDED IN DETAILS & NOT NOTED HERE.

1

A1

PROJECT INTRODUCTION & GENERAL NOTES

NO SCALE

2

A1

MATERIAL SCHEDULE & NOTES

NO SCALE

ACCOM	ACCOMMODATE	COORD	COORDINATE	INT	INTERIOR	PLY	PLYWOOD SHEATHING	SLNT	SEALANT
ADD'L	ADDITIONAL	DIM(S)	DIMENSION(S)	MAX	MAXIMUM	PNT	PAINT	TBD	TO BE DETERMINED
ADJ	ADJACENT	DN	DOWN	MFR	MANUFACTURER	RE	REGARDING	TYP	TYPICAL
APPROX	APPROXIMATELY	DRWG(S)	DRAWING(S)	MIN	MINIMUM	RE/RE	REMOVE & REINSTALL	UNO	UNLESS NOTED OTHERWISE
ARCH	ARCHITECT	DTL	DETAIL	MISC	MISCELLANEOUS	RE/REP	REMOVE & REPLACE	VIF	VERIFY IN FIELD
BLDG	BUILDING	EA	EACH	MTL	METAL	REF	REFER (TO)	W/	WITH
BR	BACKER ROD	EQ	EQUAL	(N)	NEW	REQ('D) ('S)	REQUIRE(D); REQUIREMENT(S)	W/IN	WITHIN
B/W	BETWEEN	EXT	EXTERIOR	N/A	NOT APPLICABLE	SAM	SELF-ADHERING MEMBRANE	W/O	WITHOUT
CL	CENTER LINE	FT	FOOT	O/	OVER	SIM	SIMILAR (TO)	WRB	WEATHER-RESISTIVE BARRIER
CONT	CONTINUOUS(LY)	GWB	GYPSTUM WALL BOARD	OC	ON CENTER				
				OPP	OPPOSITE				

3

A1

ABBREVIATIONS

NO SCALE

AMENTOGROUP  
710 2nd Avenue, Suite 400  
Seattle, WA 98104  
amentogroup.com

MIRA CONDOMINIUMS

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KIRKLAND, WA 98033

INDIVIDUAL UNIT AC  
PENETRATION DETAILS

100% CONSTRUCTION  
DOCUMENTS

PROJECT #:	130292
DRAWN BY:	MRK
CHECKED BY:	MRM
REVISIONS:	
BLDG DEPT:	

DATE:	09-16-2022
SHEET TITLE:	PROJECT INTRODUCTION, MATERIAL SCHEDULE, & ABBREVIATIONS
SHEET #:	

A1

1. SCOPE OF WORK

- 1.1. GENERAL: THE FOLLOWING SCOPE OF WORK OUTLINES WORK RELATED TO INSTALLATION OF NEW MINI-SPLIT AC UNIT INSTALLATIONS. REFER TO DETAILS FOR ADDITIONAL INFORMATION & INSTALLATION REQUIREMENTS.
- 1.2. DEMOLITION: REMOVE & DISPOSE OF EXISTING SIDING @ LOCATIONS OF AC UNIT PENETRATIONS & MOUNT BRACKETS TO ACCOMMODATE WATERPROOFING REPAIRS. CAREFULLY FOLD BACK EXISTING WEATHER-RESISTIVE BARRIER @ OPENING LOCATIONS FOR PROPER TIE-IN WITH NEW WATERPROOFING. REFER TO DETAILS.
- 1.3. AC UNIT INSTALLATION: INSTALL AC UNIT PER MANUFACTURER'S RECOMMENDATIONS, REQUIREMENTS, & INSTALLATION INSTRUCTIONS.

1.3.1. AC LINE PENETRATIONS: INSTALL LIQUID-APPLIED & FLEXIBLE FLASHINGS @ AC LINE PENETRATION LOCATIONS, PER DETAILS. LIQUID-APPLIED FLEXIBLE FLASHINGS SHALL BE INSTALLED 4" MINIMUM IN ALL DIRECTIONS FROM PENETRATION. INSTALL WOOD BLOCKING W/ METAL HEAD FLASHING O/ BLOCKING PER DETAILS.

1.3.2. AC LINE & AC UNIT MOUNT BRACKETS: INSTALL TARGET LIQUID-APPLIED FLEXIBLE FLASHINGS @ ALL MOUNT BRACKET LOCATIONS, FULL EXTENT. PROPERLY INTEGRATE W/ FLEXIBLE FLASHING & WEATHER-LAP W/ EXISTING WEATHER-RESISTIVE BARRIER. INSTALL WOOD BLOCKING W/ METAL HEAD FLASHING O/ BLOCKING @ ALL MOUNT BRACKET LOCATIONS. SIZE BLOCKING AS REQUIRED FOR MOUNT BRACKET.
- 1.4. SIDING INSTALLATION: INSTALL SID-ME TO MATCH EXISTING FIBER-CEMENT LAP SIDING. INSTALL FILLET SEALANT JOINTS @ JAMBS & SILL OF NEW BLOCKING. PAINT ALL SID-ME, BLOCKINGS, HEAD FLASHINGS, & SEALANT JOINTS TO MATCH EXISTING ADJACENT PAINT COLORS & SHEENS.

2. GENERAL

- 2.1. PROTECTION: CONTRACTOR SHALL PROPERLY PROTECT EXPOSED MATERIALS & WORK AREAS FROM THE ELEMENTS DURING THE COURSE OF CONSTRUCTION. PROPERLY PROTECT SURFACES & MATERIALS OUTSIDE THE AREA OF WORK DURING CONSTRUCTION.
- 2.2. COMPATIBILITY: CONTRACTOR SHALL VERIFY COMPATIBILITY BETWEEN ALL MATERIALS, NEW & EXISTING.
- 2.3. INSTALLATION: CONTRACTOR SHALL INSTALL ALL MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS, RECOMMENDATIONS, & REQUIREMENTS.

2.4. ASSEMBLIES: ALL MATERIALS & ASSEMBLIES LISTED HEREIN SHALL CREATE WATERTIGHT ASSEMBLIES & SYSTEMS.

3. DIVISION 6 - WOOD, PLASTICS & COMPOSITES

- 3.1. MISCELLANEOUS CARPENTRY

3.1.1. BLOCKING (**BLKG-1**): PRE-PRIMED TIGHT-KNOT CEDAR. PROVIDE SIZE & THICKNESS AS NOTED ON DETAILS & AS NEEDED TO COMPLETE THE WORK. PRIME ALL FIELD CUTS. WEATHER CUT @ LOCATIONS NOTED ON DETAILS.

4. DIVISION 7 - THERMAL & MOISTURE PROTECTION

- 4.1. WEATHER-RESISTIVE BARRIER (**WRB**):

4.1.1. GENERAL: FORTIFIBER SUPER JUMBO TEX 60 MINUTE BUILDING PAPER; OR MATCH EXISTING WRB, AS NEEDED. FOLD BACK EXISTING WRB FOR PROPER TIE-IN WITH PENETRATION FLASHING @ HEAD, JAMBS, & SILL. INSTALL WHERE (E) WRB IS DAMAGED OR MISSING.
- 4.2. PLANK SIDING (**SID-ME**):

4.2.1. GENERAL: MATCH EXISTING FIBER-CEMENT PLANK SIDING AS NEEDED TO ACCOMMODATE WORK, AS NOTED ON DETAILS.
- 4.3. FLASHING & SHEET METAL:

4.3.1. GENERAL: PROVIDE METAL FLASHINGS @ BLOCKING & MISC PENETRATIONS AS NEEDED TO COMPLETE WATERTIGHT INSTALLATIONS. PROVIDE ALL METAL FLASHINGS AS NOTED ON SHEETS A3 - A4.

4.3.2. DIMENSIONS: ALL DIMS SHALL BE FIELD VERIFIED.

4.3.3. GAUGE: ALL FLASHINGS SHALL BE 24 GAUGE.

4.3.4. REFERENCE: REFER TO SMACNA RECOMMENDATIONS FOR ADDITIONAL REQUIREMENTS.

4.3.5. PRE-PRIMED (**MTL-1**): MILL PHOSPHATE, WHERE INDICATED FOR PAINTING. PRE-PRIMED & TO BE SITE PAINTED. PRIMER AS SUITABLE TO ACCEPT SPECIFIED FIELD APPLIED EXTERIOR FINISH.
- 4.4. FLEXIBLE FLASHING:

4.4.1. LIQUID-APPLIED FLEXIBLE FLASHING (**FF-1**): PROSOCO R-GUARD FAST FLASH. PROVIDE **FF-1** PENETRATION FLASHINGS WHERE INDICATED ON DETAILS. INSTALL IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS, RECOMMENDATIONS, & INSTALLATION INSTRUCTIONS. INSTALL PRIMER AS REQUIRED BY MANUFACTURER.

- 4.4.2. FLEXIBLE COUNTER FLASHING (**FF-2**): FORTIFIBER MOISTOP PF; PROPERLY INTEGRATE W/ FF-1 & WRB TO SHED WATER.
- 4.4.3. REINFORCED LIQUID-APPLIED FLEXIBLE FLASHING (**FF-3**): PROSOCO R-GUARD JOINT & SEAM FILLER. FOR USE @ JOINTS, SEAMS, & MATERIAL TRANSITIONS AS RECOMMENDED & REQUIRED BY MANUFACTURER. INSTALL PRIMER AS REQUIRED BY MANUFACTURER.

4.5. JOINT SEALANT:

- 4.5.1. GENERAL: INSTALL PER MANUFACTURERS' REQUIREMENTS, IN CONJUNCTION WITH ANY PRIMERS RECOMMENDED BY MANUFACTURERS. PERFORM PULL TESTS AS NEEDED TO DETERMINE ADHESION TO SUBSTRATES & AS RECOMMENDED BY MANUFACTURERS. PROPERLY TOOL ALL EXPOSED SEALANTS PER MANUFACTURERS' & INDUSTRY STANDARDS. INSTALL TWO (2) CONTINUOUS PARALLEL BEADS OF SEALANT ALONG FULL LENGTH OF METAL TO BE SET IN SEALANT.
- 4.5.2. SEALANT ASSOCIATED WITH **FF-1** SYSTEM (**SLNT-1**): PROSOCO R-GUARD AIR DAM. INSTALL IN CONJUNCTION WITH **FF-1** SYSTEM & AS NOTED ON DETAILS.
- 4.5.3. EXTERIOR PAINTABLE SEALANT (**SLNT-2**): BASF MASTERSEAL NP-150; FOR USE AS NOTED IN DETAILS. PAINTABLE. PROVIDE COLOR TO CLOSELY MATCH PAINT COLOR.
- 4.5.4. SEALANT ASSOCIATED WITH **WRB** (**SLNT-3**): FORTIFIBER MOISTOP SEALANT. INSTALL IN CONJUNCTION WITH **WRB** INSTALLATIONS & AS NOTED ON DETAILS.

5. DIVISION 9 - FINISHES

- 5.1. PAINTING: PAINT ALL NEW & EXISTING PAINTABLE MATERIALS AFFECTED BY OR ASSOCIATED W/ THE WORK; PAINT EDGE TO EDGE & CORNER TO CORNER, AS NEEDED

5.1.1. EXTERIOR PAINT (**PNT-ME**): PROVIDE EXTERIOR GRADE PRIMER & TWO (2) COATS OF HIGH QUALITY EXTERIOR GRADE ACRYLIC PAINT WHERE OCCURS. INSTALL ALL PRODUCTS PER MANUFACTURER REQUIREMENTS. MATCH (E) COLORS & SHEENS. FOR METAL FLASHINGS, USE SHERWIN WILLIAMS BOND PLEX OR EQUIVALENT.

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KIRKLAND, WA 98033

INDIVIDUAL UNIT AC  
PENETRATION DETAILS

100% CONSTRUCTION  
DOCUMENTS

PROJECT #:	130292
DRAWN BY:	MRK
CHECKED BY:	MRM
REVISIONS:	
BLDG DEPT:	

DATE: 09-16-2022  
SHEET TITLE:

OUTLINE SPECIFICATIONS

SHEET #:  
A2

MIRA CONDOMINIUMS

710 KIRKLAND CIRCLE  
KIRKLAND, WA 98033

INDIVIDUAL UNIT AC  
PENETRATION DETAILS

100% CONSTRUCTION  
DOCUMENTS

PROJECT #:	130292
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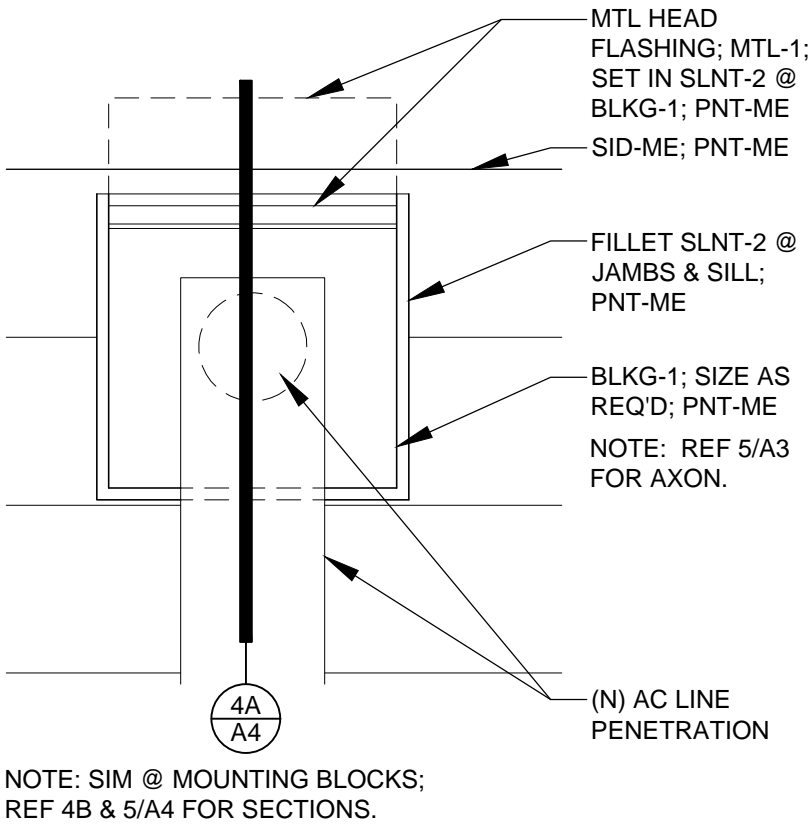
DATE:	09-16-2022
SHEET TITLE:	PENETRATION DETAILS
SHEET #:	

A3

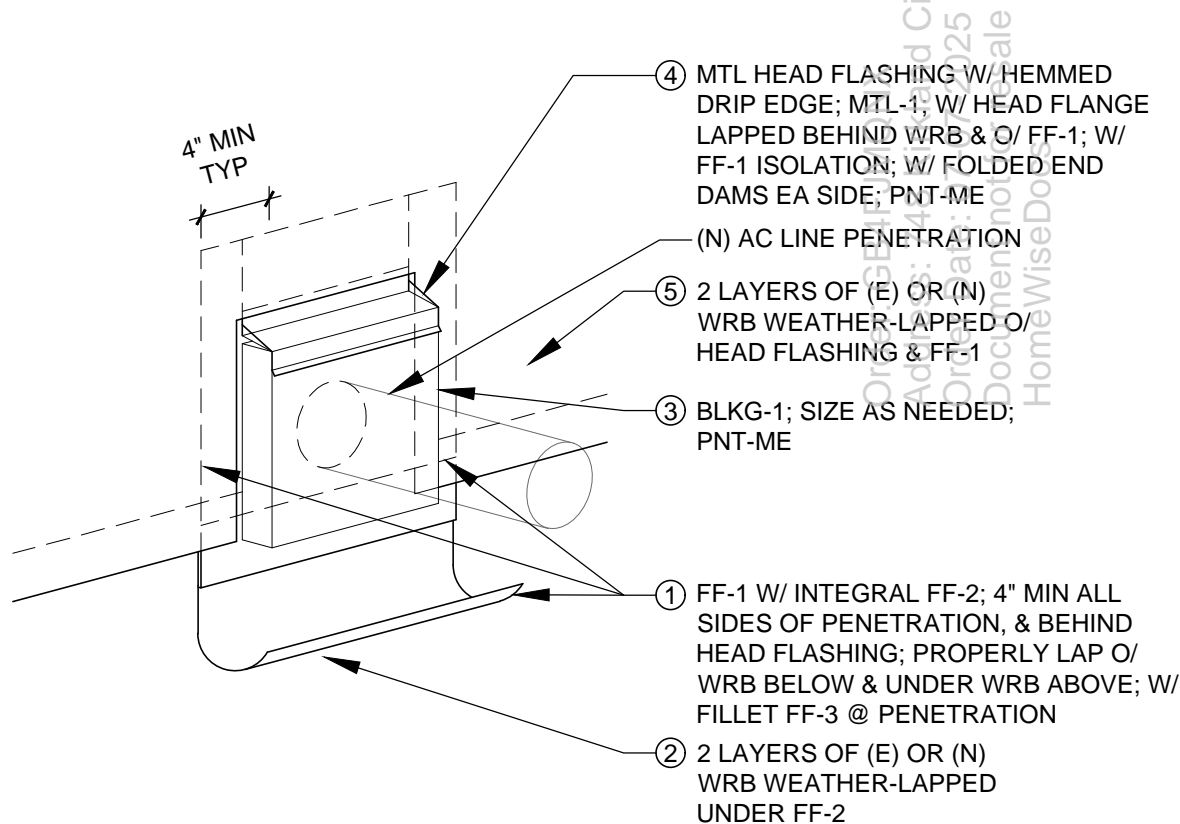
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A3  
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NO SCALE

2  
A3  
NOT USED  
NO SCALE

3  
A3  
NOT USED  
NO SCALE



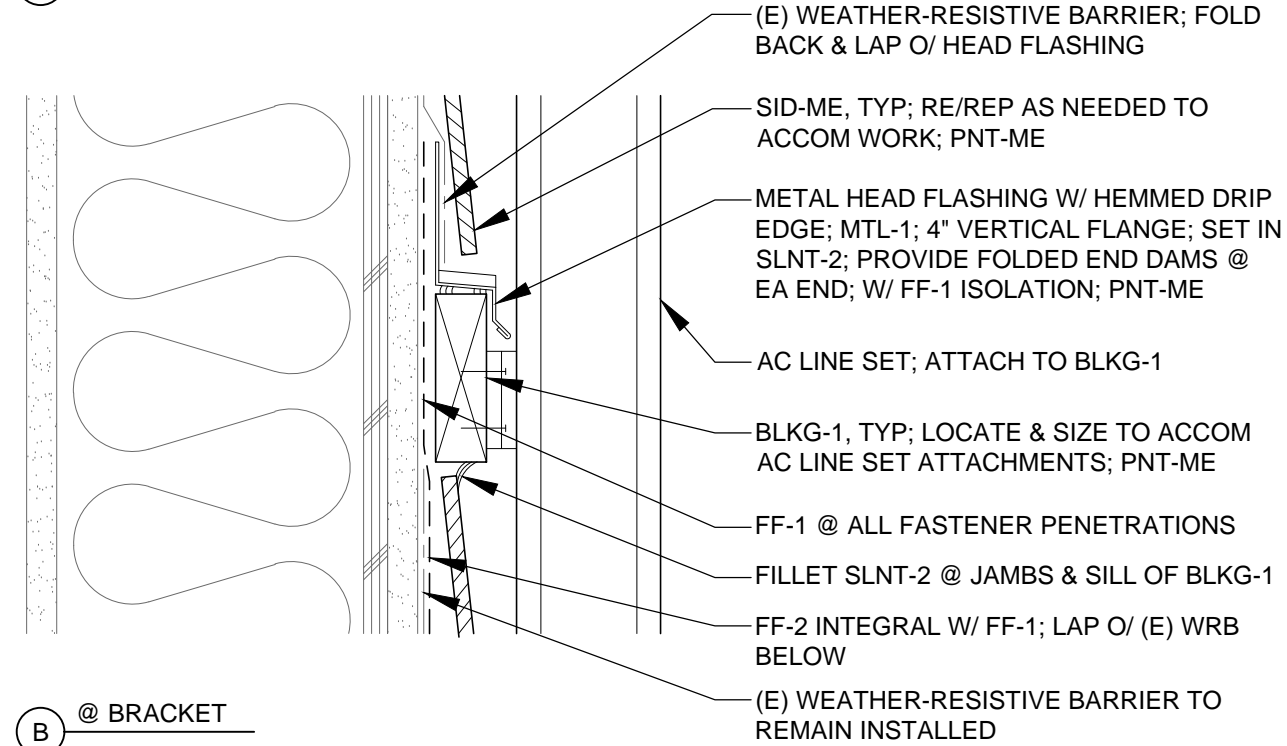
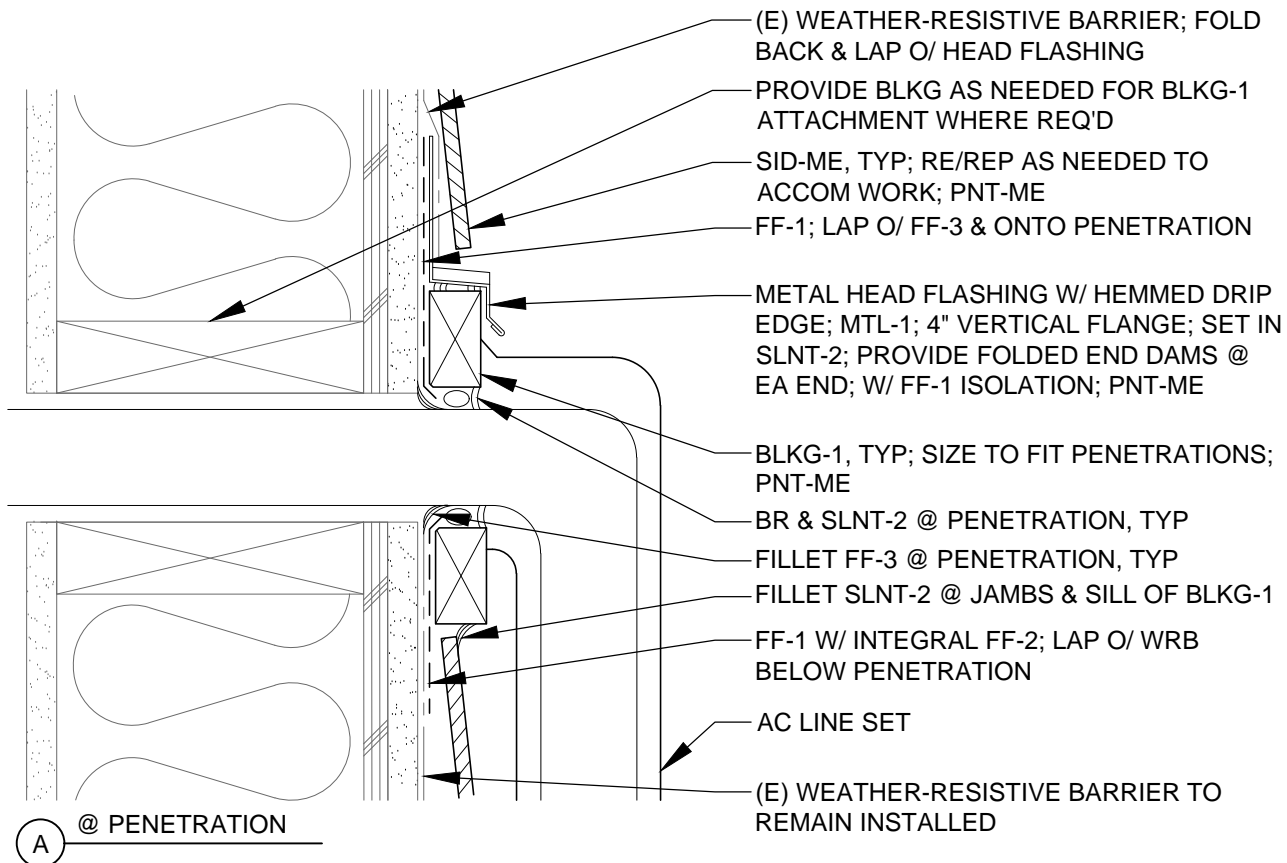
4  
A3  
TYP PENETRATION - ELEVATION  
1 - 1/2" = 1'-0" SID\_GEN\_FL\_EL\_003



5  
A3  
TYP PENETRATION FLASHING - AXON  
NO SCALE SID\_FCP\_PE\_SE\_001

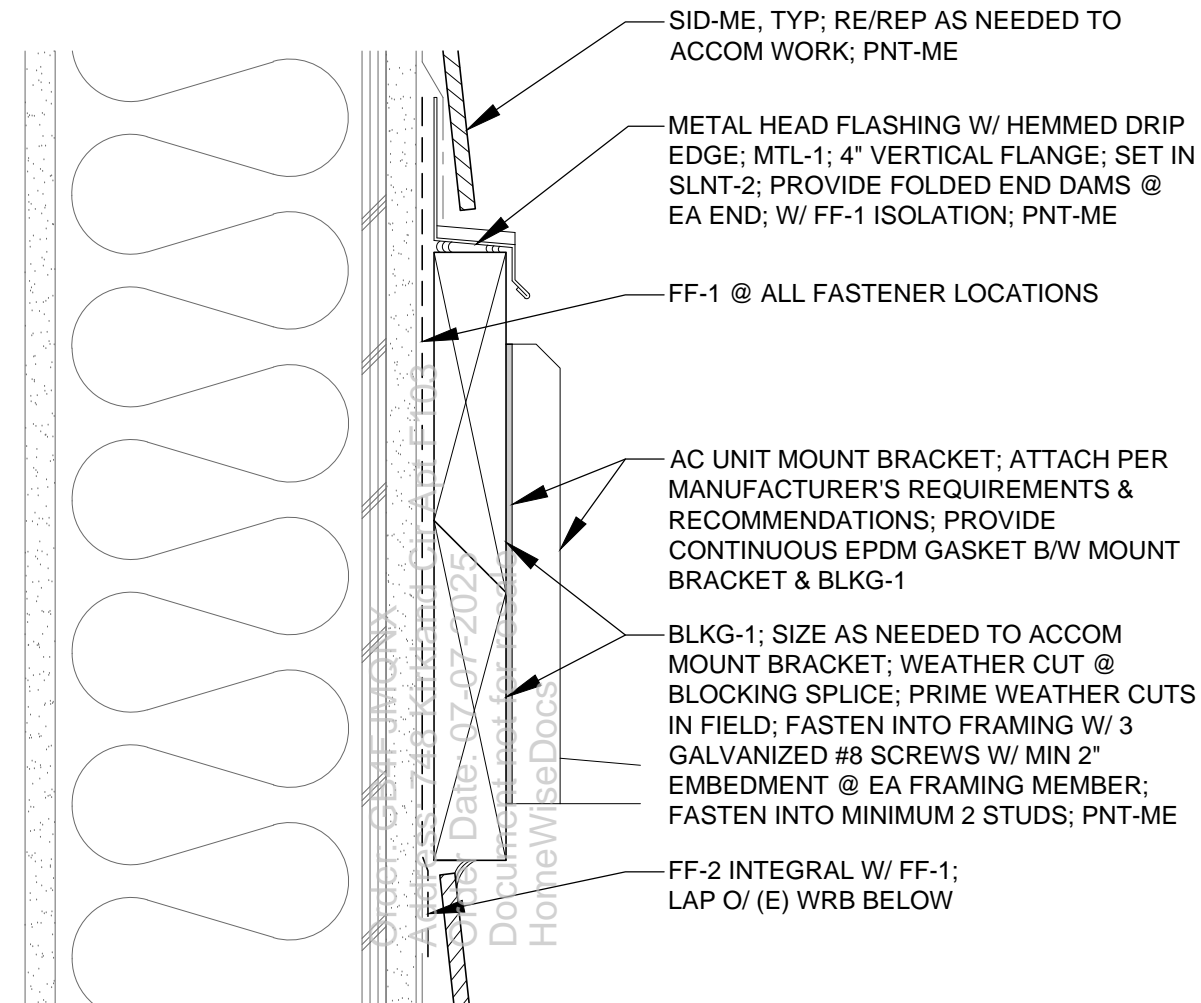
NOTES:

- REF 4/A3 FOR TYP ENLARGED ELEVATION @ TYP PENETRATION.
- REF 4A/A4 FOR TYP SECTION.
- SIM @ MOUNTING BLOCKS; REF 4B & 5/A4 FOR SECTIONS.



#### NOTES:

1. REF 4A/A3 FOR ENLARGED ELEVATION & 5/A3 FOR AXON @ PENETRATION; SIM @ MOUNTING BLOCK.
2. REF 5/A4 FOR AC MOUNT BRACKET ATTACHMENT DETAIL.
3. PROVIDE (N) BLKG @ WALL CAVITY AS NEEDED FOR BLKG-1 ATTACHMENT, WHERE REQ'D.



#### NOTES:

1. REF 4/A4 FOR AC LINESET PENETRATION & ATTACHMENT DETAILS.
2. PROVIDE (N) BLKG @ WALL CAVITY AS NEEDED FOR BLKG-1 ATTACHMENT, WHERE REQ'D.
3. REF 4 & 5/A3 FOR SIM ENLARGED ELEVATION & AXON DTLS.

## AMENTOGROUP

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## MIRA CONDOMINIUMS

710 KIRKLAND CIRCLE  
KIRKLAND, WA 98033

### INDIVIDUAL UNIT AC PENETRATION DETAILS

### 100% CONSTRUCTION DOCUMENTS

PROJECT #:	130292
DRAWN BY:	MRK
CHECKED BY:	MRM
REVISIONS:	
BLDG DEPT:	

DATE: 09-16-2022  
SHEET TITLE:

## PENETRATION DETAILS

SHEET #:

# A4

4

A4

## AC LINE PENETRATION - SECTIONS

3" = 1'-0"

5

A4

## AC MOUNT BRACKET - SECTION

3" = 1'-0"



**Resolution Policy for Collection  
of Delinquent Accounts**

**The Board of Directors of  
Mira, A Condominium**

WHEREAS the Board of Directors of the Association is charged with the responsibility of collecting assessments for common expenses from homeowners pursuant to **Article 17** of the Declaration;

WHEREAS from time to time homeowners become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their accounts current;

WHEREAS the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue;

WHEREAS the Board has retained the Association's attorneys for their experience in representing condominium and homeowners associations in collections and other matters;

WHEREAS the Board has directed the Association's attorneys to represent of the Association on the terms outlined in this resolution; NOW, THEREFORE, BE IT RESOLVED that:

1. The Association's attorneys shall pursue all collection and other matters which the Board, acting through the Manager, may from time to time refer to them and to provide any advice and counsel which the Board may from time to time require.
2. The Manager, acting on behalf of the Association, shall pay the Association's attorneys their usual and customary charges for time incurred in connection with their representation of the Association, together with all costs incurred by the firm, including but not limited to fees and charges for filing, service of process, messenger service, photocopies, postage, long distance calls, investigator's services, credit reports, and title reports, promptly upon receipt of the monthly invoice.
3. Pursuant to Article 17 of the Declaration there is hereby levied against any assessment account which is not paid in full as of the fifteenth (15th) day of the month a late fee in the amount of Fifty Dollars (\$50.00) which the Manager is authorized and directed to charge to and collect from any delinquent homeowner.
4. The Manager is directed to send to any homeowner who is more than fifteen (15) days delinquent in the payment of regular or special assessments, or other charges authorized by the Association's Governing Documents (hereinafter referred to as "Assessments"), a written notice (hereinafter referred to as the "First Notice") of the late fee and a request for immediate payment.
5. The First Notice and the Second Notice sent by the Manager to the delinquent owner shall state that any request for special consideration of hardship circumstances, including all reasons why the Board should consider the request, must be submitted in writing to the Board before the Assessment becomes sixty (60) days delinquent, together with a request for a hearing, or in the alternative, a request that the determination be made by the Board based on the written request, and if not so submitted, then such request shall have been deemed waived.
6. The Manager is directed to send to any homeowner who is more than one (1) month delinquent in the payment of Assessments written notice (hereinafter referred to as the "Second Notice") that, if the account is not paid in full within fifteen (15) days, a Notice of Claim of Lien will be recorded and

Order: GB4FJMQNX  
Address: 748 Kirkland Cir Apt F103  
Order Date: 07-07-2025  
Document not for resale  
HomeWiseDocs

a copy thereof will be forwarded to any lender with a mortgage against the unit.

7. The Manager is directed to file a Notice of Claim of Lien against the delinquent unit as described in the letter to the homeowner and is further directed to send a copy thereof to the homeowner's lender if the homeowner's Assessments remain delinquent for fifteen (15) days after the date of the Second Notice.

8. The Manager is directed to send to any homeowner who is more than sixty (60) days delinquent in the payment of Assessments, a written notice (hereinafter referred to as the "Third Notice"), that if the account is not paid in full within ten (10) days it will be turned over to the Association's attorneys for collection and the homeowner will be liable for payment of the minimum charge imposed by the Association's attorneys to cover fees and costs charged to the Association.

9. The Manager is directed to refer any account which remains delinquent for ten (10) days after the Third Notice to the Association's attorneys for collection.

10. The Manager is directed to consult with the Association's attorneys and turn over for collection immediately any account where the owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit.

11. The following policies apply to all delinquent accounts turned over to the Association's attorneys for collection:

(a) All contacts with a delinquent homeowner shall be handled through the Association's attorneys. Neither the Manager nor any Association officer or director shall discuss the collection of the account directly with a homeowner after it has been turned over to the Association's attorneys unless one of the Association's attorneys is present or has consented to the contact.

(b) All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorneys until the account has been brought current.

(c) A three month security deposit shall be assessed on the account as authorized by Article 17 of the Declaration; provided however, that the Association's attorneys are granted the discretion to waive this security deposit in whole or in part under circumstances which they deem to be appropriate.

(d) The Association's attorneys' minimum legal fee shall be assessed against each delinquent unit and its owner (including repeat offenders) when the account is turned over to the Association's attorneys for collection. That amount shall be credited against the fees and costs actually incurred in the collection of the homeowner's account. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent unit and owner and shall be collectable as an Assessment as provided in Article 17 of the Declaration and RCW 64.34.364(14).

(e) To the extent that the Association's attorneys, in their discretion, consider it to be appropriate in the circumstances, they are authorized to enter into an installment payment plan, secured by a Stipulation for Judgment; provided, however, that any payment plan which provides for a down payment of less than the greater of one third (1/3) of the delinquent balance or twice the current monthly assessment, or monthly payments of less than twice the current assessment amount, or a duration in excess of six (6) months shall require the approval of the Board president.

(f) Where, at the expiration of the period specified in the Association's

attorneys' demand letter, an account remains delinquent and without a payment plan embodied in a signed Stipulation for Judgment or a signed agreement by a renter to pay rent, or in the event of a default under the terms of either agreement, the Association's attorneys are authorized to take such further action as they, in consultation with the Board president, believe to be in the best interest of the Association, which includes, without limitation:

- Filing suit against the delinquent homeowner for money due pursuant to Article 17, of the Declaration.
- Instituting a non-judicial action for foreclosure of the Association's lien, pursuant to Article 16 of the Declaration.
- Filing a proof of claim in bankruptcy; or
- Instituting a judicial action for foreclosure of the Association's lien, pursuant to Article 17 of the Declaration and seeking the appointment of a receiver for the unit pursuant to Article 17 of the Declaration.

12. A copy of this resolution shall be sent to all homeowners at their last known addresses.

This resolution was adopted by the Board of Directors on January 15, 20 22, and takes effect January 15, 20 22.

  
President

ATTEST:

  
Secretary