

Declaration-CC&Rs
Kingsgate Firs Condominium Association

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DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS

FOR

KINGSGATE FIRS

A Condominium

FILED FOR RECORD AT REQUEST OF
PIONEER NAT'L TITLE INS. CO.
719 SECOND AVENUE
SEATTLE, WA 98104

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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.

1.1.1 Apartment shall mean a residential unit composed of a suite of rooms and other enclosed spaces in a building. The boundaries of an apartment are the unfinished interior surfaces of its perimeter walls, floors, ceilings, windows, and doors, and the apartment includes both the portions of the building so described and the air space so encompassed.

1.1.2 Articles shall mean the articles of incorporation of the Association defined below.

1.1.3 Association shall mean the Association of Apartment Owners described in Article 14 of this Declaration.

1.1.4 Board shall mean the board of directors of the Association.

1.1.5 Bylaws shall mean the bylaws of the Association.

1.1.6 Common Area and Common Areas and Facilities shall mean the common areas and facilities described in Article 6 and in Article 7.

1.1.7 Condominium shall mean the horizontal property regime created by this Declaration.

1.1.8 Condominium Statute shall mean the Horizontal Property Regimes Act of the State of Washington, Laws of 1963, Chapter 156, presently codified in Chapter 64.32, Revised Code of Washington, and amendments thereto.

1.1.9 Declarant shall mean Multitech Corp., and its representatives, successors, and assigns.

1.1.10 Declaration shall mean this Declaration and Covenants, Conditions, Restrictions, and Reservations for Kingsgate Firs, as it may from time to time be amended.

1.1.11 First Mortgage and First Mortgagee shall mean, respectively, (a) a recorded mortgage on an apartment that has legal priority over all other mortgages thereon, and (b) the holder of a first mortgage.

1.1.12 Institutional Holder of a mortgage shall mean a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or

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state laws, any corporation in the business of owning or servicing real estate mortgages, or insurance company, or any federal or state agency.

1.1.13 Managing Agent shall mean the person designated by Declarant under Article 16.2 or by the Board under Article 17.4.

1.1.14 Mortgage shall mean a recorded mortgage or deed of trust that creates a lien against an apartment and shall also mean a real estate contract for the sale of an apartment.

1.1.15 Mortgagee shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on an apartment created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of an apartment.

1.1.16 Owner shall mean the legal owner of an apartment.

1.1.17 Person shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.18 Property shall mean the land and the buildings and all improvements and structures now or hereafter placed on the land described in Schedule B as constituting Phase I of the condominium. When (and if) Declarant records a certificate that a Subsequent Phase or Subsequent Phases have been completed, the word "property" shall thereafter mean the land and the buildings and all improvements and structures now or hereafter placed on the land described in Schedule B as constituting Phase I and the subsequently completed Phase or Phases of the condominium.

1.1.19 Survey Map and Plans shall mean the survey map and the plans recorded simultaneously with this Declaration, the survey map and the plans recorded simultaneously with a Subsequent Phase Certificate (defined in Section 3.2) and any amendments, corrections, and addenda thereto subsequently recorded.

1.1.20 Transition Date is defined in Article 16.1.

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 neuter pronouns shall be used interchangeably.

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

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ARTICLE 2. SUBMISSION OF THE PROPERTY TO THE CONDOMINIUM STATUTE.

Declarant, being the sole owner of the property, makes this Declaration for the purpose of submitting the property to the condominium form of use and ownership and to the provisions of the Condominium Statute. Declarant declares that the property shall be held, used, conveyed, encumbered, leased, occupied, rented, and improved subject to the covenants, conditions, restrictions, reservations, and easements stated in this Declaration, all of which are in furtherance of the division of the property into condominium apartments and common areas and facilities and shall be deemed to run with the land and be a burden and benefit to Declarant and all persons who own or acquire an interest in the property or any part thereof, and their grantees, successors, heirs, executors, administrators, and assigns.

ARTICLE 3. DEVELOPMENT IN PHASES; DESCRIPTION OF LAND.

Section 3.1 Intention to Develop in Phases. Declarant proposes to develop the condominium in Phases upon the tract of land described in Schedule A. This Declaration shall be effective immediately to establish Phase I as a condominium upon the tract of land described as Phase I in Schedule B. There are two possible Subsequent Phases, called Phases II and III. The land to be added by each Subsequent Phase is also described in Schedule B.

Section 3.2 Expansion into Subsequent Phases. Declarant expects, but is not required, to expand the condominium into the Subsequent Phases. If Declarant elects to expand the condominium into a Subsequent Phase or Phases, it may do so by recording Survey Maps and Plans of the improvements and apartments added to the condominium by the Subsequent Phase or Phases and a Certificate (hereinafter referred to as a "Subsequent Phase Certificate") declaring that the Survey Maps and Plans recorded or recorded therewith accurately depict, as built, all of the improvements and apartments added by the Subsequent Phase or Phases. Upon the recording of a Subsequent Phase Certificate, the previously existing condominium shall be merged into and become a part of the Subsequent Phase as a single, unified condominium.

Section 3.3 Joint Use and Maintenance of Common Areas and Facilities. When (and if) Phase I is expanded into a Subsequent Phase or Phases, all of the common areas and facilities in Phase I and in the Subsequent Phase or Phases will be for the use and enjoyment of the entire condominium, and all of the apartment owners in the condominium shall share in the subsequent expenses of maintaining, repairing, and replacing them as may be necessary.

Section 3.4 Election Not to Expand to One or More Subsequent Phases. If Declarant does not expand the condominium into Phase III, Phase I, or such Subsequent Phase as the condominium shall have been

expanded into, shall constitute a complete, fully operational condominium, and the land not encompassed by the condominium may be used for any lawful and compatible purpose. If Declarant determines that it will not expand the condominium into a Subsequent Phase or Phases, it may record an amendment to this Declaration signed only by Declarant describing the land that will not be included in the condominium. The Declarant shall either elect to expand the condominium into Phase III or determine not to do so by December 31, 1980.

Section 3.5 Approval of Veterans Administration. Declarant covenants that it will not record any Subsequent Phase Certificate without the prior written approval of the United States Veterans Administration office having jurisdiction over the geographical area in which the condominium is located, provided such approval is not unreasonably withheld.

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ARTICLE 4. DESCRIPTION OF BUILDINGS.

The building or buildings in the condominium are, or will be, principally wood frame buildings with concrete foundations, composition roofs and stucco with wood trim exteriors. The building in Phase I is designated as Building A. The buildings added by Phases II and III will be designated as Building B and C, respectively. All buildings added by Subsequent Phases will be architecturally substantially identical to, and compatible with, Building A. The addresses and number of stories of and the number of apartments located in Building A and in each building to be added by each Subsequent Phase are set forth in Schedule C. The buildings are further described in the Survey Map and Plans.

ARTICLE 5. APARTMENT NUMBERS, LOCATION, AND DESCRIPTION.

The apartments are of four basic types. The configurations of each type of apartment and the locations of the apartments in the buildings are shown in the Survey Map and Plans. Each individual apartment is identified by an assigned number. The floor level of each apartment within its building, and the apartment type, number of rooms, and approximate area of each apartment in Phase I and in each Subsequent Phase are set forth in Schedule D.

ARTICLE 6. COMMON AREAS AND FACILITIES.

Section 6.1 Description. The common areas and facilities consist of those specified in the Condominium Statute, as well as the following:

6.1.1 The land described in Schedule B as being the land in Phase I. When (and if) the condominium is expanded into a Subsequent Phase or Phases, the land to be added by each such Subsequent Phase is also described in Schedule B.

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6.1.2 The roofs, foundations, studding, joists, beams, supports, main walls (excluding non-bearing interior partitions of apartments, if any), and all other structural parts of the buildings, to the unfinished interior surfaces of the apartments' perimeter walls, floors, ceilings, windows, and doors.

6.1.3 The pipes, wires, conduits, and other fixtures and equipment for utilities.

6.1.4 The grounds, trees, gardens, landscaped areas, exterior fixtures, walkways, driveways, porches and stairs.

6.1.5 The parking spaces not made limited common areas appurtenant to apartments pursuant to Article 10.

6.1.6 The attics and crawl spaces in the buildings.

6.1.7 The recreation room located in Building A.

6.1.8 The storage rooms located in Building A.

6.1.9 Certain items which might ordinarily be considered common areas such as, but not limited to, air conditioning units, screen doors, window screens, awnings, planter boxes, and the like, may pursuant to specification in the Bylaws or administrative rules and regulations, be designated as items to be furnished and maintained by apartment owners at their individual expense, in good order, according to standards and requirements set forth in the Bylaws or by rule adopted by the Board.

6.1.10 The limited common areas and facilities described in Article 7.

Section 6.2 Use. Each apartment owner shall have the right to use the common areas and facilities (except the limited common areas and facilities reserved for other apartments) in common with all other apartment owners. The right to use the common areas and facilities shall extend not only to each apartment owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the common areas and facilities, including the limited common areas and facilities, shall be governed by the provisions of the Condominium Statute, this Declaration, the Bylaws, and the rules and regulations of the Association. The owners shall not by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common areas and facilities and no other person shall have the right to have them partitioned or divided. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the apartment owners and occupants shall not be deemed a partition or division.

A subdivision of a limited common area as an incident of an authorized subdivision of an apartment pursuant to Article 27 will not be deemed a violation of this provision.

ARTICLE 7. LIMITED COMMON AREAS AND FACILITIES.

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Section 7.1 Description. Some common areas and facilities, called limited common areas and facilities, are reserved for the exclusive use of the apartment or apartments to which they are adjacent or assigned. They consist of the deck or patio which is adjacent to and accessible from each respective apartment, a storage closet on the deck or patio and the covered or uncovered parking space or spaces and storage locker made appurtenant to each apartment pursuant to Article 10.

Section 7.2 Appurtenant to Apartments. Conveyance of an apartment includes the exclusive rights to the use of the limited common areas and facilities appurtenant to that apartment.

ARTICLE 8. ACCESS.

Each apartment has direct access either to a common area porch and stairway in the building in which it is located, and thence to the common walkways of the condominium, or directly to the common area walkways, and, in either case, thence to the parking areas, and driveways of the condominium, and thence to the public streets.

ARTICLE 9. VALUE OF PROPERTY AND EACH APARTMENT AND PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES.

For the purpose of meeting certain requirements of the Act, the value of the property for each Phase is declared to be as follows:

Phase I	\$ 217,965
Phase II	661,905
Phase III	1,717,785

The foregoing values are cumulative in that the value of each Phase includes the value of all prior Phases. The value of each apartment in Phase I and in each Subsequent Phase and the percentage of undivided interest in the common areas and facilities appertaining to each such apartment and its owner for all purposes, including voting, for each Phase are set forth in Schedule D attached hereto. The values do not necessarily reflect the amount for which an apartment will be sold by Declarant, or others, and will not be altered by variations in selling prices.

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ARTICLE 10. PARKING AND STORAGE.

Section 10.1 Assignment to Apartments. The owner of each apartment has the unqualified right to use at least one covered or uncovered parking space in the condominium sufficient to accommodate an automobile. Each automobile parking space which is assigned to an apartment is identified by a number in the Survey Map and Plans. Each apartment in Buildings A and B is assigned in Schedule D one covered parking space which is a limited common area appurtenant to that apartment. With the exception of Apartments 37 and 43, which are each assigned two covered parking spaces, each apartment in Building C is assigned one covered and one uncovered parking space. Parking spaces that have not been assigned to an apartment may either be held for common parking or rented to an owner in accordance with such rules or regulations as the Board may from time to time adopt. Each apartment is assigned one storage locker in one of the storage rooms located in Building A. Each storage locker so assigned is designated by a number corresponding to the apartment to which it is assigned.

Section 10.2 Rental of Parking Space or Storage Locker. The owner of an apartment may rent an appurtenant parking space or storage locker to the occupant of another apartment in the condominium, but such rental shall be subject to termination upon 15 days' notice. Any rental of a parking space by the Association shall likewise be terminable upon 15 days' notice. Rental of a parking space or storage locker shall be terminated automatically and without notice upon the transfer of title of the apartment to which it is appurtenant.

Section 10.3 Use of Parking Spaces. Parking spaces may be used for the parking of operable passenger motor vehicles, and use of parking spaces for parking trucks, trailers, or recreational vehicles, or for other purpose shall be permitted only 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 apartment owners or their tenants in the parking spaces held for common parking. The Board may direct that any vehicle or other thing improperly parked or kept in a parking space be removed, and if it is not removed within 10 days the Board may cause it to be removed at the risk and cost of the owner thereof.

ARTICLE 11. PERMITTED USES; MAINTENANCE OF APARTMENTS; CONVEYANCES.

Section 11.1 Residential Use. The buildings and apartments are 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, and for the purposes of operating the Association and managing the condominium if required. In addition to the foregoing, Declarant may use apartments it owns as sales offices and models for sales of apartments.

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Section 11.2 Leases. With the exception of a mortgagee in possession of an apartment following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no apartment owner or other person shall be permitted to lease or otherwise rent an apartment for a term less than 30 days. No lease or rental of an apartment may be of less than the entire apartment. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of this Declaration and 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 and that the apartment owner grants to the Board and managing agent the authority to evict the tenant on the apartment owner's behalf for such default, upon only such notice as is required by law; if any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding upon the apartment owner and the tenant by reason of their being stated in this Declaration. Neither the Board nor the managing agent shall be liable to the apartment owner or the tenant for any eviction under this section that is made in good faith. 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. Other than as stated in this Section 11.2, there is no restriction on the right of any apartment owner to lease or otherwise rent his apartment.

Section 11.3 Maintenance of Apartments and Limited Common Areas. Each apartment owner shall, at the owner's sole expense, keep the interior of the apartment 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 his apartment. Each owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heaters, fans, heating equipment, electrical fixtures, or appliances which are in the apartment or portions thereof that serve that apartment only, and shall replace any glass in the windows and in the exterior doors of the apartment that becomes cracked or broken. Each apartment owner will be responsible for care, maintenance, cleanliness, and orderliness of the limited common areas that are appurtenant to the apartment, except that sweeping and maintenance of the parking areas shall be the responsibility of the Association. Owners may not, however, modify, paint, or otherwise decorate, or in any way alter their respective limited common areas without prior written approval of the Board.

Section 11.4 Exterior Appearance. In order to preserve a uniform exterior appearance of the buildings, the Board shall provide for the painting of the buildings and prescribe the type and color of paint. No owner may modify or decorate the exterior of the buildings, or screens, doors, awnings, or other portions of any apartment visible

from outside the apartment without the prior written consent of the Board or in accordance with rules or regulations of the Board. No exterior radio or television antennae may be installed without the prior written consent of the Board. The Board may also require use of a uniform color and fabric for draperies, under-draperies, or drapery lining for all apartments.

Section 11.5 Effect on Insurance. Nothing shall be done or kept in any apartment or in any common area which 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 apartment or in any common area which will result in the cancellation of insurance on any part of the property, or which would be in violation of any laws.

Section 11.6 Alteration of Common Area. Nothing shall be altered or constructed in or removed from any common area or facility except upon the prior written consent of the Board.

Section 11.7 Signs. No sign of any kind shall be displayed to the public view on or from any apartment or common area or limited common area without the prior consent of the Board; provided, that the Board shall designate an area or areas for display of "For Sale" signs. This section shall not apply to Declarant.

Section 11.8 Pets. No animals, birds, reptiles, or living creatures of any kind (herein referred to as "pets"), shall be kept in any apartment or in the common or limited common areas except subject to rules and regulations adopted by the Board, or Bylaws adopted by the Association. The Board may at any time require the removal of any pet which it finds is disturbing other owners unreasonably, and may exercise this authority for specific animals even though other pets are permitted to remain.

Section 11.9 Offensive Activity. No noxious or offensive activity shall be carried on in any apartment or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

Section 11.10 Conveyances; Notice Required. The right of an apartment owner to sell, transfer, or otherwise convey the apartment 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 sell an apartment shall deliver a written notice to the Board, at least two weeks before closing, specifying the apartment being sold; the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and 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 apartment, whether or not such information is requested.

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ARTICLE 12. ENTRY FOR REPAIRS.

The Association and its agents or employees may enter any apartment and limited common areas appurtenant thereto to effect repairs, improvements, replacements, or maintenance deemed by the Board to be necessary in the performance of its duties, to do necessary work that the apartment owner has failed to perform, or to prevent damage to the common areas and facilities or to another apartment. Except in cases of great emergency that preclude advance notice, the Board shall cause the apartment occupant to be given notice and an explanation of the need for entry 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. Any damage caused by such entry shall be repaired by the Association as a common expense unless the repairs or maintenance were necessitated by the acts or default of the owner or occupant of the apartment entered, in which event the costs of the repairs or maintenance shall be specifically assessed to that apartment.

ARTICLE 13. SERVICE OF PROCESS.

Stanly W. Donogh III, 12040 - 98th Avenue N.E., Kirkland, Washington 98033, is the person upon whom process may be served as provided for in the Condominium Statute. After organization of the Association, service of process for the purposes provided in the Condominium Statute shall be made upon the registered agent of the Association. The Board may at any time designate a different person for such purpose by filing an amendment to this Declaration limited to the sole purpose of making such change, and such amendment need be signed and acknowledged only by the president of the Association.

ARTICLE 14. ASSOCIATION OF APARTMENT OWNERS.

Section 14.1 Form of Association. The owners of apartments shall constitute an Association of Apartment Owners as defined in the Condominium Statute. The Association will be a nonprofit corporation formed under the laws of the state of Washington. It will be governed by a board of directors of not fewer than three nor more than seven directors elected from the apartment owners. The initial board will have three directors. The rights and duties of the members and of the corporation shall be governed by the provisions of the Condominium Statute and of this Declaration.

Section 14.2 Articles and Bylaws. Before the Transition Date Declarant will adopt Bylaws to supplement this Declaration and the Articles and to provide for the administration of the Association and the property and for other purposes not inconsistent with the Condominium Statute or this Declaration. Declarant may amend the Articles and

Bylaws from time to time until the Transition Date. After the Transition Date the Bylaws may be amended by the affirmative vote of 60% of the voting power at any duly called regular or special meeting of the Association. However, no material amendment of the Articles or Bylaws may be made without the prior written approval of the holders of 75% of the first mortgages on apartments held by institutional holders.

Section 14.3 Qualification for Membership. Each fee owner of an apartment (including Declarant) shall be a member of the Association and shall be entitled to one membership for each apartment owned; provided, that if an apartment has been sold on contract, the contract purchaser shall exercise the rights of the apartment owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of an apartment shall be the sole qualification for membership in the Association.

Section 14.4 Transfer of Membership. The Association membership of each apartment owner (including Declarant) shall be appurtenant to the apartment giving rise to such membership, and shall not be transferred in any way except upon the transfer of title to the apartment and then only to the transferee of title to the apartment. Any attempt to make a prohibited transfer shall be void. Any transfer of title to an apartment shall operate automatically to transfer the membership in the Association to the new owner.

Section 14.5 Number of Votes. The total voting power of all owners shall be 100 votes and the total number of votes available to the owner of any one apartment shall be equal to the percentage of undivided interest in the common areas and facilities appertaining to the apartment. A person (including Declarant) who owns more than one apartment shall have the votes appertaining to each apartment owned.

Section 14.6 Voting Representative. An apartment owner may, by written notice to the Board, designate a voting representative for the apartment. 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 an apartment, or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the apartment, except in cases in which the person designated is a mortgagee of the apartment. This power of designation and revocation may be exercised by the guardian of an apartment owner, the attorney-in-fact for the owner under a durable power of attorney, and 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 apartment shall be the group composed of all of its owners. If an apartment 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.

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Section 14.7 Joint Owner Disputes. The vote for an apartment must be cast as a single vote. Fractional votes shall not be allowed. If joint owners are unable to agree how their vote shall be cast, they shall lose their right to vote on the matter in question.

Section 14.8 Pledged Votes. If an owner is in default under a first mortgage on the apartment for 90 consecutive days or more, the mortgagee shall automatically be authorized to declare at any time thereafter that the apartment 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 14.9 Annual and Special Meetings. There shall be an annual meeting of the members of the Association in the first quarter of each year at such reasonable place and time as may be designated by written notice from the Board delivered to the owners no less than 30 days before the meeting. Special meetings of the members of the Association may be called at any time, in the manner provided in the Bylaws, for the purpose of considering matters which require the approval of all or some of the owners, or for any other reasonable purpose. Any first mortgagee of an apartment may attend or designate a representative to attend the meetings of the Association.

Section 14.10 Audits. At the annual meeting, there shall be presented an audit, prepared by a certified or licensed public accountant who is not a member of the Board or an apartment owner, of the common expenses, itemizing receipts and disbursements for the preceding calendar year and the allocation thereof to each owner, and a presentation of the estimated common expenses for the current calendar 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 apartment owner, at his or her expense, may at any reasonable time conduct an audit of the books of the Board and Association.

Section 14.11 Books and Records. 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.

Section 14.12 Inspection of Condominium Documents, Books, and Records. During normal business hours and at other reasonable times this Declaration, the Articles, the Bylaws, and other rules governing the operation of the condominium shall be available for inspection by the apartment owners, apartment mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them and, in addition, at such times the books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for

inspection by the apartment owners, apartment mortgagees, and the agents or attorneys of either of them.

ARTICLE 15. NOTICES.

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Section 15.1 Form and Delivery of Notice. 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 on the third day of regular mail delivery after it has been deposited in the United States mail in King County, Washington, 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 apartment shall be sufficient if mailed to the apartment 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 Declarant until the Transition Date and thereafter shall be given to the president or secretary of the Association.

Section 15.2 Notices to Mortgagees. Any mortgagee of an apartment may file with the secretary of the Board a written request that it be given copies of notices. Until such time thereafter as the mortgagee withdraws the request or satisfies the mortgage of record, the Board shall send to the requesting mortgagee a copy of (1) all notices of meetings of the Association; (2) all other notices sent to the owner of the apartment covered by the mortgagee's mortgage; (3) audited financial statements prepared pursuant to Section 14.10; and (4) notices of any intention of the Association to transfer any part of the common areas or facilities, abandon condominium status, or terminate professional management of the condominium. Holders of first mortgages on apartments shall be entitled to prompt notice of any default in an apartment owner's obligations under any of the documents that create or govern the condominium, or its rules and regulations, that is not cured within 30 days of the date of default and to notices under Article 24 (Damage and Repair of Damage to Property) and Article 25 (Condemnation) irrespective of whether they have filed requests for notices. The provisions of this Section 15.2 shall prevail over any inconsistent or contrary provisions in this Declaration or in the Articles or Bylaws.

ARTICLE 16. ADMINISTRATION OF PROPERTY; RIGHTS RETAINED BY DECLARANT.

Section 16.1 Transition Date. The "Transition Date" shall be the date upon which the authority and responsibility to administer and manage the Association and the condominium, subject to this Declaration and the Bylaws, passes to the Association. The Transition Date will be either (1) the date designated by Declarant in a written notice to the owners, which date may at Declarant's election be any date after this Declaration has been recorded; or (2) the 90th day after Declarant has

transferred title to purchasers of apartments representing 51% of the total voting power of all apartment owners of the Phase then in effect; or (3) the third anniversary of the recording of this Declaration; whichever of the foregoing occurs first.

Section 16.2 Declarant's Powers Until Transition Date.

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Until the Transition Date, Declarant shall have the full power and authority to exercise all of the rights, duties, and functions of the Board of Directors and the officers of the Association, including but not limited to the adoption of rules and regulations, contracting for the purchase of goods and services, buying insurance, and collecting and expending all assessments and other Association funds. Declarant shall have the power to contract with an experienced professional managing agent and delegate to the managing agent all of the powers and duties of the Board that the Board is authorized to delegate under Section 17.4. All such management contracts made by Declarant shall be subject to the same requirements as are set forth in Section 17.4 for management contracts made by the Board. Declarant may at such times as it deems appropriate select and from time to time replace an interim board of three to five directors, who need not be apartment owners or purchasers, who shall have all the powers, duties, and functions of the Board of Directors. Any contract made by Declarant, its managing agent, or the interim board (including management contracts) that would otherwise extend beyond the Transition Date shall be terminable by the Board after the Transition Date upon 30 days' notice.

ARTICLE 17. AUTHORITY OF THE BOARD.

Section 17.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the property. The rules and regulations of the Association shall be binding upon all apartment owners and occupants and all other persons claiming any interest in the condominium.

Section 17.2 Enforcement of Declaration, Etc. The Board (or Declarant, Declarant's managing agent, or the interim board of directors until the Transition Date) shall have the power and the duty to enforce the provisions of this Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, as the same may be lawfully amended from time to time, for the benefit of the Association.

Section 17.3 Goods and Services. The Board shall acquire and pay for as common expenses of the condominium all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the condominium. The goods and services shall include (by way of illustration and not limitation) utility services for the common areas and facilities; policies of insurance and fidelity bonds; legal

and accounting services; maintenance, repair, landscaping, gardening, and general upkeep of the common and limited common areas and facilities; and all supplies, materials, fixtures, and equipment that are in the Board's judgment necessary or desirable for the operation of the condominium and enjoyment of it by the owners. The Board may hire such full-time or part-time employees as it considers necessary.

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Section 17.4 Managing Agent. The Board may, but shall not be required to, 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 a managing agent is employed by the Board, the prior written approval of the holders of 75% of the first mortgages held by institutional holders shall be required before the Board may terminate professional management and assume self-management. The managing agent shall not enter any apartment (directly or through agents) without the consent of the occupant unless entry has been directed by the Board. Only the Board can approve an annual budget or a supplemental budget, and only the Board can impose a special assessment on an apartment or authorize foreclosure of an assessment lien. 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 (1) for cause, on 30 days' written notice, or (2) without cause, on not more than 90 days' written notice.

Section 17.5 Protection of Property. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the property, settle claims, or otherwise act in what it considers to be the best interests of the condominium or the Association.

ARTICLE 18. BUDGET AND ASSESSMENT FOR COMMON EXPENSES.

Section 18.1 Preparation of Budget. Not less than 30 days before the end of the calendar year, or such other fiscal year as the Board may by resolution adopt, the Board shall prepare a budget for the Association for the coming year. In preparing its budget the Board shall estimate the common expenses of the Association to be paid during the year and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. Declarant or the interim Board shall prepare a budget for the remainder of the calendar year, or such other fiscal year as the Declarant or the interim Board may determine, in which this Declaration is recorded and for subsequent calendar or other fiscal years, as the case may be, until the Transition Date. 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.

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Section 18.2 Monthly Assessments for Common Expenses. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be divided into equal installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly installments shall be assessed to the apartments (including apartments owned by Declarant) and their respective owners in proportion to the apartments' percentages of undivided interest in the common areas and facilities. Assessments begin accruing with respect to each apartment upon the closing of the initial sale of that apartment by Declarant and, in any event, with respect to all apartments within 30 days after the closing of the first sale of any apartment by Declarant, and with respect to all apartments in a Subsequent Phase within 30 days after the closing of the first sale of any apartment in that Phase by Declarant. During such time as garbage collection charges and any other utility or service charges are based on the number of occupied apartments, any apartments owned by Declarant and not occupied shall be exempt from assessment for such charges.

Section 18.3 Special Assessments. If a special assessment becomes chargeable against an apartment under the authority of this Declaration or the Bylaws, the Board shall determine the amount of such special assessment and fix the month or months in which it is to be paid. The special assessment shall be added to the apartment's monthly installment of common expenses and be included in the assessment against the apartment.

Section 18.4 Notice of Assessment. The Board shall notify each apartment owner in writing of the amount of the monthly assessments to be paid for his apartment and shall furnish copies of each budget on which the assessments are based to all apartment owners and, if so requested, to their respective mortgagees.

Section 18.5 Payment of Monthly Assessments. On or before the first day of each calendar month each apartment owner shall pay or cause to be paid to the treasurer of the Association the assessment against the apartment for that month. Any assessment not paid by the first 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 19.

Section 18.6 Proceeds Belong to Association. All assessments and other receipts received by the Association on behalf of the condominium shall belong to the Association.

Section 18.7 Limitation on Assessments. During such time as (a) Declarant has the right to expand the condominium into a Subsequent Phase, or (b) Declarant continues to be the original owner of an apartment in the condominium and is offering it for sale, no budget shall be adopted or special assessment imposed that will cause the total assessments against any apartment in any month to be more than

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10% greater than the total assessments against the apartment for the same month of the preceding calendar year. This limitation may be waived in writing, by Declarant only, for any one or more assessments. No person other than Declarant shall have the power either to assert or waive the limitation stated in this Section.

Section 18.8 Failure to Assess. Any failure by the Board or the Association to make the budget 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, and the monthly assessment amount established for the preceding year shall continue until a new assessment is established.

Section 18.9 Certificate of Unpaid Assessments. Upon the request of any owner or mortgagee of an apartment, the Board will furnish a certificate in recordable form stating the amount, if any, of unpaid assessments charged to the apartment. 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 apartment 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.

ARTICLE 19. LIEN AND COLLECTION OF ASSESSMENTS.

Section 19.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any apartment and any sums specially assessed to any apartment under the authority of this Declaration or the Bylaws (together with interest, costs, and attorneys' fees in the event of delinquency) shall constitute a continuing lien on the apartment and all its appurtenances from the date the assessment became due until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the apartment in favor of any assessing unit and/or special district, and to all sums unpaid on all mortgages of record, but shall have priority over all other liens against the apartment. A first mortgagee of an apartment that obtains possession through a mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the apartment free of any claims for the share of common expenses of assessments by the Association chargeable to the apartment that became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession; in which event the apartment's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the apartment owners, including the mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to their respective percentages of undivided interest in the

common areas and facilities; however, the owner and any contract purchaser shall continue to be personally liable for such past-due assessments, as provided in Section 19.3. For the purpose of this section, the terms "mortgages" and "mortgagee" shall not mean real estate contracts or a vendor or a designee or assignee of a vendor under a real estate contract.

Section 19.2 Lien May be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the managing agent or the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The managing agent or the Board, acting on behalf of the Association, shall have the power to bid in the apartment at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 19.3 Assessments are Personal Obligations. In addition to constituting a lien on the apartment and all its appurtenances, all sums assessed by the Association chargeable to any apartment (together with interest, costs and attorneys' fees in the event of delinquency) shall be the joint and several personal obligations of the owner and any contract purchaser of the apartment when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 19.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established non-usurious rate, delinquent assessments shall bear interest at the rate of 12% per annum.

Section 19.5 Recovery of Attorneys' Fees and Costs. In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorneys' fees and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

Section 19.6 Termination of Utility Service. If an assessment becomes delinquent the Board may give notice to the delinquent apartment owner to the effect that unless the delinquent assessment is paid within ten days (or such longer time as is specified in the notice) any or all utility services furnished to the apartment by the Association or under the Association's control will be severed and shall remain severed until the delinquent assessment has been paid. If the delinquency is not cured in the time specified the Board may take the action described in the notice.

Section 19.7 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.

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Section 19.8 Security Deposit. An apartment 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 ten days or more delinquent in paying his assessments.

ARTICLE 20. 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, Declarant's managing agent, and the interim board of directors, exercising the power of the Board before the Transition Date.

ARTICLE 21. LIMITATION OF LIABILITY.

Section 21.1 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Board, neither the Association nor the Board (nor the Declarant, Declarant's managing agent, or the interim board of directors) 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 lead 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 common expense 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 21.2 No Personal Liability. So long as a Board member, or Association committee member, or Association officer, or 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

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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 22. INDEMNIFICATION.

Each Board member and Association committee member and Association officer, and 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 he or she may be a party, or in which he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he or she 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 his or her 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.

ARTICLE 23. INSURANCE.

Section 23.1 General Requirements. The Board shall cause the Association to purchase and maintain at all times as a common expense a policy or policies and bonds necessary to provide casualty insurance; comprehensive liability insurance; fidelity bonds; worker's compensation insurance to the extent required by applicable laws; insurance against loss of personal property of the Association by fire, theft, or other causes with such deductible provisions as the Board deems advisable; insurance, if available, for the protection of the Association's directors, officers, and representatives from personal liability in the management of the Association's affairs; and 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 an insurance carrier rated Triple B Plus or better by Best's Insurance Reports or equivalent rating service, and licensed to do business in the state of Washington. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond that meets the insurance and fidelity bond requirements for condominium projects established by the Federal National Mortgage Association and the Government National Mortgage Association, so long as either is a mortgagee or owner of an apartment within the condominium, except to the extent such coverage is not available or has been waived in writing by the Federal National Mortgage Association or Government

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National Mortgage Association. All such insurance policies and fidelity bonds 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 apartment owners, mortgagees, and designated servicers of mortgagees.

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Section 23.2 Casualty Insurance. The casualty insurance shall, at the minimum, consist of a standard form of fire insurance policy with extended coverage endorsement in an amount equal to the full replacement value (i.e., 100% of current replacement cost exclusive of land, foundation, excavation, and other items normally excluded from coverage) of the common areas and facilities, apartments, and all fixtures and equipment belonging to the Association with an "Agreed Amount Endorsement" or its equivalent, if available, or an Inflation Guard Endorsement, and, if required by Federal National Mortgage Association, a "Demolition and Contingent Liability from Operation of Building Laws Endorsement," an "Increased Cost of Construction Endorsement," an "Earthquake Damage Endorsement," and such other endorsements as Federal National Mortgage Association deems necessary and are available. In addition to protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, the policy shall provide protection against loss or damage from sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, wind-storm, water damage, and such other risks as are customarily covered with respect to residential condominium projects of similar construction in the King County area. The policy or policies shall provide for separate protection for each apartment to the full insurable replacement value thereof (limited as above provided), and a separate loss payable endorsement in favor of the mortgagee or mortgagees of each apartment. The insurance proceeds may be made payable to any trustee with which the Association may enter into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. The policy or policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

Section 23.3 Comprehensive Public Liability Insurance. The comprehensive policy of public liability insurance shall insure the Board, the Association, the apartment owners, Declarant, and the managing agent, and cover all of the common areas and facilities in the condominium, with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an apartment owner because of the negligent acts of the Association or of another apartment owner, and shall include protection against water damage liability, liability for non-owned and hired automobiles,

liability for property of others, and such other risks as are customarily covered with respect to residential condominium projects of similar construction in the King County area. The limits of liability shall be not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence.

Section 23.4 Additional Policy Provisions. The insurance obtained pursuant to Sections 23.2 and 23.3 shall contain the following provisions and limitations:

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23.4.1 The named insured shall be the Association, as trustee for each of the apartment owners in accordance with their respective percentages of undivided interest in the common areas and facilities. The insurance proceeds may be made payable to any trustee with which the Association may enter into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies.

23.4.2 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.

23.4.3 In no event shall the insurance coverage be brought into contribution with insurance purchased by the owners of the apartments or their mortgagees.

23.4.4 Coverage shall not be prejudiced by (a) any act or neglect of the owners of apartments when such act or neglect is not within the control 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.

23.4.5 A waiver of subrogation by the insurer as to any and all claims against the Association, the owner of any apartment, and/or their respective agents, employees, or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

23.4.6 A standard mortgagee clause which shall:

(a) Provide that any reference to a mortgagee in the policy shall mean and include all holders of mortgages of any apartment or apartment 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 apartment 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 Board or the insurance trustee.

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Section 23.5 Fidelity Bonds. The required fidelity bonds shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association or the managing agent and all other persons who handle or are responsible for handling funds of the Association and be in an amount that will provide a level of coverage generally considered adequate by prudently managed business concerns in King County, but not less than 150% of the estimated annual operating expenses of the condominium, including reserves. In determining the level of coverage the Board may rely on the advice of a competent, independent insurance broker. All such fidelity bonds shall name the Association as an obligee and contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 23.6 Owners' Individual Insurance. Each owner may obtain additional insurance on his apartment and its contents at his own expense but only if the owner's insurance does not decrease the amount that the Board, or any trustee for the Board, on behalf of all of the owners, will realize under any insurance policy that the Board may have in force on the property. Each owner shall notify the Board of all improvements by the owner to his apartment the value of which is in excess of \$1,000. Any owner who obtains individual insurance policies covering any portion of the property other than personal property belonging to him shall file a copy of his individual policy or policies with the Board within 30 days after he buys it, and the Board shall immediately review its effect with the Board's insurance broker, agent, or carrier.

ARTICLE 24. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

Section 24.1 Initial Board Determination. In the event of damage to any part of the property, the Board shall promptly, and in all events within 30 days after the date of damage, make the following determinations with respect thereto, employing such advice as the Board deems advisable:

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

24.1.2 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.

24.1.3 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.

24.1.4 The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds, and the amount of the assessments that would have to be made against each apartment if the excess cost were to be paid as a maintenance expense and specially assessed against all the apartments in proportion to their percentages of undivided interest in the common areas and facilities.

24.1.5 The Board's recommendation whether the damage should be repaired.

Section 24.2 Notice of Damage. The Board shall promptly, and in all events within 30 days after the date of damage, provide each owner and each institutional holder of a first mortgage on an apartment with a written notice describing the damage and summarizing the initial Board determinations made under Section 24.1. If the Board fails to do so within said 30 days, any owner or mortgagee may make the determinations required under Section 24.1 and give the notice required under this Section 24.2.

Section 24.3 Definitions: Damage, Repair, Emergency Work. As used in this Article 24:

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

24.3.2 Substantial Damage shall mean that in the judgment of a majority of the Board the estimated special assessment determined under subsection 24.1.4 for any one apartment exceeds ten percent of the value of the apartment set forth in Article 9.

24.3.3 Repair shall mean restoring the improvements to substantially the condition they were in before they were damaged, with each apartment and the common areas and facilities having substantially the same vertical and horizontal boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

24.3.4 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 24.4 Execution of Repairs.

24.4.1 The Board shall promptly repair the damage and use the available insurance proceeds therefor unless before the repairs (other than emergency work) are begun the owners decide in

accordance with this Article not to repair. If the cost of repair exceeds the available insurance proceeds the Board shall impose a special assessment against all apartments in proportion to their percentages of undivided interest in the common areas in an amount sufficient to pay the excess costs.

24.4.2 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.

24.4.3 The Board may enter into a written agreement with a reputable financial institution or trust or escrow company that the institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of \$50,000, or for the institution or company to collect the insurance proceeds and carry out the provisions of this Article 24.

Section 24.5 Damage not Substantial; Assessment Under \$3,500. If the estimated assessment determined under subsection 24.1.4 does not exceed \$3,500 for any one apartment, the damage will be deemed not to be substantial and the provisions of this Section 24.5 shall apply.

24.5.1 Either the Board or the requisite number of owners, within 15 days after the notice required under Section 24.2 has been given, may but shall not be required to, call a special owners' meeting in accordance with Section 14.8 and the Bylaws to decide whether to repair the damage.

24.5.2 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.

24.5.3 A unanimous decision of the apartment owners and the holders of first mortgages on apartments will be required to elect not to repair the damage. The failure of the Board and the owners within the 15-day period to call a special meeting shall be deemed a decision to repair the damage.

Section 24.6 Substantial Damage; Assessment Over \$3,500. If the estimated assessment determined under subsection 24.1.4 is \$3,500 or more for any one apartment, the damage will be deemed substantial and the provisions of this Section 24.6 shall apply.

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24.6.1 The Board shall promptly, and in all events within 30 days after the date of damage, call a special owners' meeting to consider repairing the damage. If the Board fails to do so within 30 days, then notwithstanding the provisions of Section 14.9 and the Bylaws, any owner or first mortgagee of an apartment may call and conduct the meeting.

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

24.6.3 At the special meeting, the owners shall be deemed to have elected to repair, reconstruct, or rebuild the damage in accordance with the original plan if the rate of one-third or more of the voting power of the owners present and voting at the meeting is cast in favor of such a proposal. A unanimous vote of all owners will be required to elect to do other than to repair, reconstruct or rebuild in accordance with the original plan. Failure of the Board, the owners, and the first mortgagees to conduct the special meeting provided for under subsection 24.6.1 within 90 days after the date of damage shall be deemed a unanimous decision not to repair the damage.

Section 24.7 Effect of Decision Not to Repair. In the event of a decision under subsection 24.5.3 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 follows:

24.7.1 The property shall be owned in common by the apartment owners and shall no longer be subject to this Declaration or to condominium ownership.

24.7.2 Each apartment owner's percentage of undivided interest in the property shall be the same as the percentage of undivided interest he previously owned in the common areas and facilities.

24.7.3 Any mortgages or liens affecting any of the apartments shall be deemed transferred in accordance with the existing priorities to the apartment owner's percentage of the undivided interest in the property.

24.7.4 The property shall be subject to an action for partition at the suit of any apartment owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund. The fund shall be divided into separate shares, one for each apartment owner in a percentage equal to the percentage of undivided interest owned by each such owner in the property. After first paying out of the respective share of each apartment owner, to the extent sufficient for the purpose,

all mortgages and liens on the owner's interest, the balance remaining in each share shall be distributed to the owner.

ARTICLE 25. CONDEMNATION.

Section 25.1 Consequences of Condemnation; Notices. If any apartment or portion thereof or the common areas and facilities 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 (referred to herein as a "taking") notice of the proceeding or proposed acquisition shall promptly be given to each apartment owner and to each institutional holder of a first mortgage and the provisions of this Article 25 shall apply.

Section 25.2 Proceeds. All compensation, damages, or other proceeds of the taking, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

Section 25.3 Complete Taking. If the entire property is taken the condominium ownership shall terminate. The Condemnation Award shall be apportioned among the owners in proportion to their respective percentages of undivided interest in the common areas and facilities; provided, that if a standard different from the value of the property as a whole is employed to measure the Condemnation Award in the taking, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. On the basis of the foregoing principle, the Board shall as soon as practicable determine the share of the Condemnation Award to which each owner is entitled. Each owner's share shall be applied first to the payment of all mortgages and liens on the owner's interest in accordance with the existing priorities and the balance of each share shall be distributed to the owner.

Section 25.4 Partial Taking. If less than the entire property is taken the condominium ownership shall not terminate. Each owner shall be entitled to a share of the Condemnation Award determined in the following manner:

25.4.1 As soon as practicable the Board shall, reasonably and in good faith, allocate the Condemnation Award among compensation for property taken, severance damages, or other proceeds.

25.4.2 The Board shall apportion the amounts so allocated to taking of or injury to the common areas and facilities, which in turn shall be apportioned among owners in proportion to their respective undivided interests in the common areas and facilities.

25.4.3 The total amount allocated to severance damages shall be apportioned to the apartments that were not taken.

25.4.4 The amounts allocated to the taking of or injury to a particular apartment and/or improvements an owner had made within the own apartment shall be apportioned to the apartment.

25.4.5 The amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board determines to be equitable in the circumstances.

25.4.6 If an allocation of the Condemnation Award has already been established in negotiation, judicial decree, or otherwise, then in apportioning the Condemnation Award the Board shall employ that allocation to the extent it is relevant and applicable.

25.4.7 Distribution of apportioned proceeds shall be made to the owners and their respective mortgagees in the manner provided in Section 25.3.

7911280757 Section 25.5 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 24 for repair of damage, provided that the Board may retain and apply such portion of each owner's share of the Condemnation Award as is necessary to discharge the owner's liability for any special assessment arising from the operation of Article 24.

ARTICLE 26. EASEMENTS.

Section 26.1 In General. Each apartment has an easement in and through each other apartment and the common areas and facilities 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. In addition, each apartment and all the common areas and facilities are specifically subject to easements as required for the electrical wiring and plumbing for each apartment. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common facilities reserved by law.

Section 26.2 Encroachments. Each apartment and all common areas and facilities are hereby declared to have an easement over all adjoining apartments and common areas and facilities 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 apartments, areas, and facilities 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 an apartment if the encroachment was caused by the willful act with full knowledge of the apartment owner. The encroachments described in this Section 26.2 shall not be construed to be encumbrances affecting the marketability of title to any apartment.

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Section 26.3 Easements Reserved by Declarant. Declarant hereby reserves non-exclusive easements over, across and through the common areas and facilities of the condominium (i.e., Parcel A and such other Parcels as the condominium shall be expanded into in Subsequent Phases) for the benefit of itself and its successors and assigns as present and future owners of the other Parcels described in Schedule A. The reserved easements are for ingress and egress from the other Parcels over the roadways and pathways of the condominium and the right to have access to, over the common areas of the condominium, and to tie into and utilize any water, sanitary sewer, storm sewer, electricity, gas, telephone, cable television, and other utility lines now or hereafter established in the condominium. The easements reserved hereby shall not be exercised in a manner that will overload or materially impair the use and enjoyment of the roadways, pathways, and utilities by the owners of units in the condominium. The easements reserved shall be exercised only for the purpose of developing the land to be added to the condominium by the Subsequent Phases and thereafter operating such land as a part of the condominium. Declarant reserves an easement over, across, and through the common areas and facilities of the condominium for the purpose of completing the construction of any units or other improvements and exhibiting and preparing units for sale.

ARTICLE 27. PROCEDURES FOR SUBDIVIDING OR COMBINING APARTMENTS.

Section 27.1 Submission of Proposal. No apartment or apartments or common areas and facilities shall be subdivided and/or combined either by agreement or legal proceedings, except as provided in this Article. An apartment owner may propose subdividing and/or combining of an apartment or apartments, or common areas and facilities by submitting the proposal in writing to all other apartment owners and the mortgagees of the apartments to be subdivided or combined. If the proposal contemplates the subdivision of an apartment, the proposal must also be given to every first mortgagee of any apartment 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 Plans and, if necessary, the Survey Map.

Section 27.2 Approval Required for Subdivision. A proposal that contemplates subdivision of an apartment will be accepted only if approved in writing by all owners and mortgagees of the apartment or apartments to be subdivided, the owners of 80% of the total undivided interest in the common areas and facilities, and every first mortgagee.

Section 27.3 Approval Required for Combination. A proposal that contemplates only combination of apartments without subdividing any of them will be accepted if approved in writing by the owners of

60% of the total undivided interest in the common areas and facilities and all owners and mortgagees of the apartments to be combined.

Section 27.4 Procedure After Approval. Upon approval of the proposal, 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 apartments or common areas and facilities or that reasonable deadlines for completion of the work be inserted in the contracts for the work. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments thereto.

ARTICLE 28. AMENDMENTS OF DECLARATION, SURVEY MAP, AND PLANS.

Section 28.1 Amendments by the Association. An apartment owner may propose amendments to this Declaration, the Survey Map, or the Plans 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 of 20% or more of the apartments in the condominium, 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 may 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 mortgagees) entitled to receive notice of a meeting of the Association. The unanimous consent of all apartment owners shall be required for adoption of either (1) an amendment altering the value of the property and of each apartment or the percentages of undivided interest in the common areas and facilities (it being understood that changes in such percentages of undivided interest resulting from expansion of the condominium into a Subsequent Phase or Phases, as set forth in Schedule D of this Declaration, will not be deemed an amendment hereof), or (2) a decision that the property be removed from condominium status, or (3) an amendment of Section 14.8 or of this Article 28. All other amendments shall be adopted if approved by 60% of the apartment owners and there is compliance with Section 28.2. Once an amendment has been adopted by the Association and any necessary approval of mortgagees has been obtained, the amendment will become effective when a certificate of the amendment, executed by two officers of the Association, has been recorded in the public records.

Section 28.2 Requirement of Mortgagee Approval. In addition to other provisions of this Declaration and of the Condominium Statute, the prior written approval of institutions holding 75% of the first mortgages that are held on apartments will be required for any material amendment of this Declaration or the Bylaws, including, but not limited

to, any amendment that would change the percentages of undivided interest in the common areas and facilities of the apartment owners (except for an expansion into a Subsequent Phase or Phases as provided in Section 28.1), and any amendment that in any way alters or restricts Declarant's powers or procedures for expanding the condominium into a Subsequent Phase or Phases or electing not to do so.

ARTICLE 29. ABANDONMENT OR TERMINATION OF CONDOMINIUM STATUS.

Except in cases of substantial damage to the property as provided in Article 24, the condominium status of the property shall not be abandoned or terminated by reason of any act or omission by the owners or the Association except with the consent of all apartment owners by an instrument to that effect duly recorded, and then only if the mortgagees and holders of all liens affecting any of the apartments consent thereto or agree, in either case by an instrument duly recorded, that their mortgages and liens be transferred to the percentage of the undivided interest of the apartment owner in the property.

ARTICLE 30. 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 remainder complies with the Condominium Statute or, as covenants, effect the common plan.

ARTICLE 31. EFFECTIVE DATE.

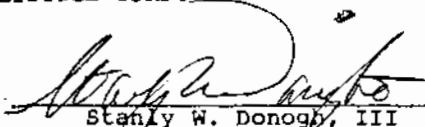
This Declaration shall take effect upon recording.

ARTICLE 32. REFERENCE TO SURVEY MAP AND PLANS.

The Survey Map and Plans were filed with the Recorder of King County, Washington, simultaneously with the recording of this Declaration under File No. 7911280756, in Volume 39 of Condominiums, pages 34 through 36.

DECLARANT

MULTITECH CORP.

By 
Stanley W. Donogh, III
President

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STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this 26 day of December, 1979, personally appeared STANLY W. DONOGH, III, to me known to be the President of MULTITECH CORP., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wanda J. Hoppe
 Notary Public in and for the
 State of Washington, residing
 at Kirkland

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SCHEDULE A

KINGSGATE FIRS

Description of Land Which May Be
Included in the Condominium

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Tracts A and B of Kingsgate Manor Replat, as recorded
in Volume 95, pages 14 and 15, records of King County,
Washington.

SCHEDULE A

SCHEDULE B

KINGSGATE FIRS

Description of Land in Each Phase

Land in Phase I

That portion of Tracts A and B in the plat of Kingsgate Manor replat as recorded in Volume 95, Pages 14 and 15, records of King County, Washington, located in the Northwest 1/4 of Section 21, Township 26 North, Range 5 East, W.M., more fully described as follows:

Beginning at the Southwest corner of said Tract A; thence S. 89°21'30" E. along the South line of said Tract A 11.00 feet; thence S. 0°38'30" W. 46.02 feet; thence S. 89°21'30" E. 64.00 feet; thence N. 0°38'30" E. 39.81 feet; thence S. 89°21'30" E. 45.00 feet; thence S. 0°38'30" W. 32.50 feet; thence S. 89°21'30" E. 45.00 feet; thence N. 0°38'30" E. 45.98 feet; thence S. 89°21'30" E. a distance of 35.00 feet to the West margin of 124th Avenue N.E.; thence S. 0°38'30" W. along said West margin 63.00 feet; thence N. 89°21'30" W. 45.00 feet; thence N. 0°38'30" E. 9.53 feet; thence N. 89°21'30" W. 50.00 feet; thence S. 0°38'30" W. 40.00 feet; thence N. 89°21'30" W. 52.47 feet; thence S. 18°26'31" W. 65.00 feet; thence N. 71°33'29" W. a distance of 59.23 feet to the East margin of 123rd Avenue N.E. and a point on a curve having a radius point that bears N. 89°17'14" E. and 60.00 feet distant; thence Northeasterly on a curve to the right through a central angle of 22°15'00" an arc distance of 23.30 feet to a point of reverse curvature; thence Northwesterly on a curve to the left having a radius of 300.00 feet through a central angle of 20°55'44" an arc distance of 109.58 feet to a point of tangency and the True Point of Beginning.

TOGETHER WITH and SUBJECT TO an easement for ingress and egress over, across, and through the following described land: Commencing at the Southwest corner of Tract A in the plat of Kingsgate Manor Replat; thence N. 0°38'30" E. along the East margin of 123rd Avenue N.E. 174.98 feet to a point of curvature; thence Northeasterly along a curve to the right having a radius of 25.00 feet through a central angle of 90°02'59" an arc distance of 39.29 feet to a point of tangency on the South margin of N.E. 144th Street; thence S. 89°18'31" E. along said South margin a distance of 65.00 feet to the centerline of a 22.00 foot wide easement being 11.00 feet on each side of the following described centerline and the True Point of Beginning; thence S. 0°41'29" W. 5.00 feet to a point of curvature; thence Southeasterly on a curve to the left having a radius of 31.00 feet through a central angle of 90°00'00" an arc distance of 48.69

SCHEDULE B

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feet to a point of tangency; thence S. 89°18'31" E. 19.00 feet to a point of curvature; thence Southeasterly on a curve to the right having a radius of 26.00 feet through a central angle of 89°57'01" an arc distance of 40.82 feet to a point of tangency; thence S. 0°38'30" W. 145.58 feet to Point A; thence continuing S. 0°38'30" W. 77.00 feet to Point B; thence continuing S. 0°38'30" W. 104.02 feet to the terminus of said centerline.

ALSO, beginning at Point A; thence N. 89°21'30" W. 85.93 feet to the terminus of said centerline.

ALSO, beginning at Point B; thence N. 89°21'30" W. 100.93 feet to the terminus of said centerline.

Land to be Added by Phase II

That portion of Tract B in the plat of Kingsgate Manor Replat as recorded in Volume 95, Pages 14 and 15, records of King County, Washington, located in the Northwest 1/4 of Section 21, Township 26 North, Range 5 East, W.M., lying South of the following described line:

Commencing at the Northeast corner of said Tract B; thence S. 0°38'30" W. along the West margin of 124th Avenue N.E. a distance of 55.56 feet to the True Point of Beginning; thence N. 89°21'30" W. 45.00 feet; thence N. 0°38'30" E. 9.53 feet; thence N. 89°21'30" W. 50.00 feet; thence S. 0°38'30" W. 40.00 feet; thence N. 89°21'30" W. 52.47 feet; thence S. 18°26'31" W. 65.00 feet; thence N. 71°33'29" W. a distance of 59.23 feet to the East margin of 123rd Avenue N.E. and the terminus of said line.

TOGETHER WITH and SUBJECT TO an easement for ingress and egress over, across, and through the following described land:

Commencing at the Southwest corner of Tract A in the plat of Kingsgate Manor Replat; thence N. 0°38'30" E. along the East margin of 123rd Avenue N.E. 174.98 feet to a point of curvature; thence Northeasterly along a curve to the right having a radius of 25.00 feet through a central angle of 90°02'59" an arc distance of 39.29 feet to a point of tangency on the South margin of N.E. 144th Street; thence S. 89°18'31" E. along said South margin a distance of 65.00 feet to the centerline of a 22.00 foot wide easement being 11.00 feet on each side of the following described centerline and the True Point of Beginning; thence S. 0°41'29" W. 5.00 feet to a point of curvature; thence Southeasterly on a curve to the left having a radius of 31.00 feet through a central angle of 90°00'00" an arc distance of 48.69 feet to a point of tangency; thence S. 89°18'31" E. 19.00 feet to a point of curvature; thence Southeasterly on a curve to the right having a radius of 26.00 feet through a central angle of 89°57'01" an arc distance of 40.82 feet

SCHEDULE B

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to a point of tangency; thence S. 0°38'30" W. 145.58 feet to Point "A"; thence continuing S. 0°38'30" W. 77.00 feet to Point "B"; thence continuing S. 0°38'30" W. 104.02 feet to the terminus of said centerline.

ALSO, beginning at Point A; thence N. 89°21'30" W. 85.93 feet to the terminus of said centerline.

ALSO, beginning at Point B; thence N. 89°21'30" W. 100.93 feet to the terminus of said centerline.

EXCEPT that portion lying within the land added by phase II.

Land Added by Phase III

That portion of Tracts A and B in the plat of Kingsgate Manor Replat as recorded in Volume 95, Pages 14 and 15, records of King County, Washington, located in the Northwest 1/4 of Section 21, Township 26 North, Range 5 East, W.M., lying North of the following described line:

Beginning at the Southwest corner of said Tract A; thence S. 89°21'30" E. 11.00 feet; thence S. 0°38'30" W. 46.02 feet; thence S. 89°21'30" E. 64.00 feet; thence N. 0°38'30" E. 39.81 feet; thence S. 89°21'30" E. 45.00 feet; thence S. 0°38'30" W. 32.50 feet; thence S. 89°21'30" E. 45.00 feet; thence N. 0°38'30" E. 45.98 feet; thence S. 89°21'30" E. a distance of 35.00 feet to the West margin of 124th Avenue N.E. and the terminus of said line.

SCHEDULE C

KINGSGATE FIRS

Address and Description of Buildings in Each Phase

<u>Phase</u>	<u>Building</u>	<u>Address at 124th Ave. N.E. Kirkland, WA 98033</u>	<u>Number of Stories</u>	<u>Number of Apartments</u>
I	A	14321	3	7
II	B	14311	3	12
III	C	14331	3	24

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There are no basements in the buildings.

SCHEDULE C

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SCHEDULE D

KINGSGATE FIRS

Location, Description, Value and Percentage
Undivided Interest of Apartments in Each Phase

There are four types of apartments in the condominium.
They are described as follows:

Type N Apartment

Contains eight rooms, including a living room with fireplace, dining area, kitchen, den with closet, two bedrooms, each with closet, two bathrooms, plus an entryway with coat closet, linen closet and utility closet.

Type O Apartment

Contains six rooms, including living room with fireplace, dining room, kitchen, two bedrooms, each with closet, a bathroom, plus entryway, coat closet, and linen and utility closet

Type P Apartment

Contains seven rooms, including a living room with fireplace, dining area, kitchen, two bedrooms, each with closet, two bathrooms, plus entryway with coat closet, broom closet, and utility closet.

Type Z Apartment

Contains five rooms, including a living room with fireplace, dining room, kitchen, bedroom with two closets and bathroom. It also has an entry hall with two closets.

The following table shows the parking space or spaces appurtenant to each apartment, indicates by (c) whether it is covered, and the floor level, type, approximate square footage, value and percentage of undivided interest in common areas and facilities with respect to each apartment in the condominium.

SCHEDULE D

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Bldg.	Apt. No.	Parking Space(s)	Level	Type	Sq. Ft.	Value	Percentage for Phase		
							I	II	III
A	1	(c)9	3	Z	638.8	\$31,995	14.68	4.84	1.86
A	2	(c)20	1	Z	638.2	29,995	13.76	4.53	1.75
A	3	(c)19	1	Z	640.2	29,995	13.76	4.53	1.75
A	4	(c)11	2	Z	638.9	30,995	14.22	4.69	1.80
A	5	(c)21	2	Z	640.8	30,995	14.22	4.69	1.80
A	6	(c)10	3	Z	637.2	31,995	14.68	4.84	1.86
A	7	(c)22	3	Z	639.3	31,995	14.68	4.84	1.86
						\$217,965	100.00		
B	8	(c)14	1	O	882.3	35,995		5.44	2.10
B	9	(c)13	1	O	890.9	35,995		5.44	2.10
B	10	(c)1	2	O	888.9	36,995		5.58	2.15
B	11	(c)3	2	O	883.3	36,995		5.58	2.15
B	12	(c)15	3	O	882.2	37,995		5.74	2.21
B	13	(c)2	3	O	884.5	37,995		5.74	2.21
B	14	(c)12	1	O	881.0	35,995		5.44	2.10
B	15	(c)4	1	O	894.8	35,995		5.44	2.10
B	16	(c)5	2	O	882.0	36,995		5.58	2.15
B	17	(c)6	2	O	883.9	36,995		5.58	2.15
B	18	(c)7	3	O	884.6	37,995		5.74	2.21
B	19	(c)8	3	O	884.6	37,995		5.74	2.21
						\$661,905		100.00	
C	20	(c)16,68	1	P	931.4	39,995			2.33
C	21	(c)27,67	1	P	929.9	39,995			2.33
C	22	(c)17,66	2	P	931.1	40,995			2.39
C	23	(c)26,65	2	P	930.4	40,995			2.39
C	24	(c)18,64	3	P	930.6	40,995			2.44
C	25	(c)23,63	3	P	931.4	41,995			2.44
C	26	(c)28,62	1	P	930.4	39,995			2.33
C	27	(c)29,61	1	P	931.5	39,995			2.33
C	28	(c)25,60	2	P	930.8	40,995			2.39
C	29	(c)35,59 *	2	P	932.5	40,995			2.39
C	30	(c)24,58	3	P	931.9	41,995			2.44
C	31	(c)36,57	3	P	933.1	41,995			2.44
C	32	(c)30,56	1	N	1005.5	45,995			2.68
C	33	(c)31,55	1	N	1006.0	45,995			2.68
C	34	(c)32,54	2	N	1006.0	46,995			2.74
C	35	(c)33,53	2	N	1006.9	46,995			2.74
C	36	(c)34,52	3	N	1004.0	47,995			2.79
C	37	(c)42,46 *	3	N	1003.8	47,995			2.79
C	38	(c)41,51	1	N	1004.4	45,995			2.68
C	39	(c)40,49	1	N	1006.0	45,995			2.68
C	40	(c)39,48	2	N	1002.5	46,995			2.74

* (SEE #8003040311)

SCHEDULE D
- 2 -

11/19/79
KF:GNA

<u>Bldg.</u>	<u>Apt. No.</u>	<u>Parking Space(s)</u>	<u>Level</u>	<u>Type</u>	<u>Sq. Ft.</u>	<u>Value</u>	<u>Percentage for Phase</u>		
							<u>I</u>	<u>II</u>	<u>III</u>
C	41	(c)38,47	2	N	1005.2	46,995			2.74
C	42	(c)37,50	3	N	1023.6	47,995			2.79
C	43	(c)44,45(c)	3	N	1046.9	47,995			2.79
						\$1,717,785			100.00

7911280757

SCHEDULE D
- 3 -

11/19/79
KF:GNA

KINGSGATE FIRS

PHASE I, A CONDOMINIUM

SECTION 21, TWP 26N, RGE. 5E, W.M.

KING COUNTY, WASHINGTON

7911280756

Vol. 39 / 34-36

DESCRIPTION

The portion of Section 21 and 22 in the plan of subdivision made under the authority of the King County Board of Supervisors, located in the Northwest 1/4 of Section 21, Township 26 North, Range 5 East, King County, Washington, is hereby described as follows:

That certain portion of said Section 21, Township 26 North, Range 5 East, King County, Washington, containing approximately 2.15 acres of land, more or less, and situated in the Northwest 1/4 of Section 21, Township 26 North, Range 5 East, King County, Washington, as shown on the plan of subdivision made under the authority of the King County Board of Supervisors, located in the Northwest 1/4 of Section 21, Township 26 North, Range 5 East, King County, Washington, and as more fully described in the Declaration of Dedication and Reference to Declaration made by the King County Board of Supervisors, dated and recorded as follows:

King County Board of Supervisors, Resolution No. 2009-10, dated and recorded as follows:

King County Board of Supervisors, Resolution No. 2009-10, dated and recorded as follows:

King County Board of Supervisors, Resolution No. 2009-10, dated and recorded as follows:

DEDICATION AND REFERENCE TO DECLARATION

That the King County Board of Supervisors, by its action and resolution, has dedicated and conveyed to the King County Board of Supervisors, the portion of said Section 21, Township 26 North, Range 5 East, King County, Washington, as shown on the plan of subdivision made under the authority of the King County Board of Supervisors, located in the Northwest 1/4 of Section 21, Township 26 North, Range 5 East, King County, Washington, and as more fully described in the Declaration of Dedication and Reference to Declaration made by the King County Board of Supervisors, dated and recorded as follows:

King County Board of Supervisors, Resolution No. 2009-10, dated and recorded as follows:

King County Board of Supervisors, Resolution No. 2009-10, dated and recorded as follows:

ACKNOWLEDGMENTS

[Signature]

[Signature]



[Signature]

Recorder of King County, Washington

LAND SURVEYOR'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Land Surveyor in the State of Washington, and that I have personally examined the plat of subdivision shown above, and that the same conforms to the requirements of the laws of the State of Washington, and that I have no objection to the same being recorded as provided in the Declaration of Dedication and Reference to Declaration made by the King County Board of Supervisors, dated and recorded as follows:

King County Board of Supervisors, Resolution No. 2009-10, dated and recorded as follows:

King County Board of Supervisors, Resolution No. 2009-10, dated and recorded as follows:



LAND SURVEYOR'S VERIFICATION

[Signature]

[Signature]



APPROVALS

[Signature]

[Signature]

RECORDING CERTIFICATION

[Signature]

[Signature]

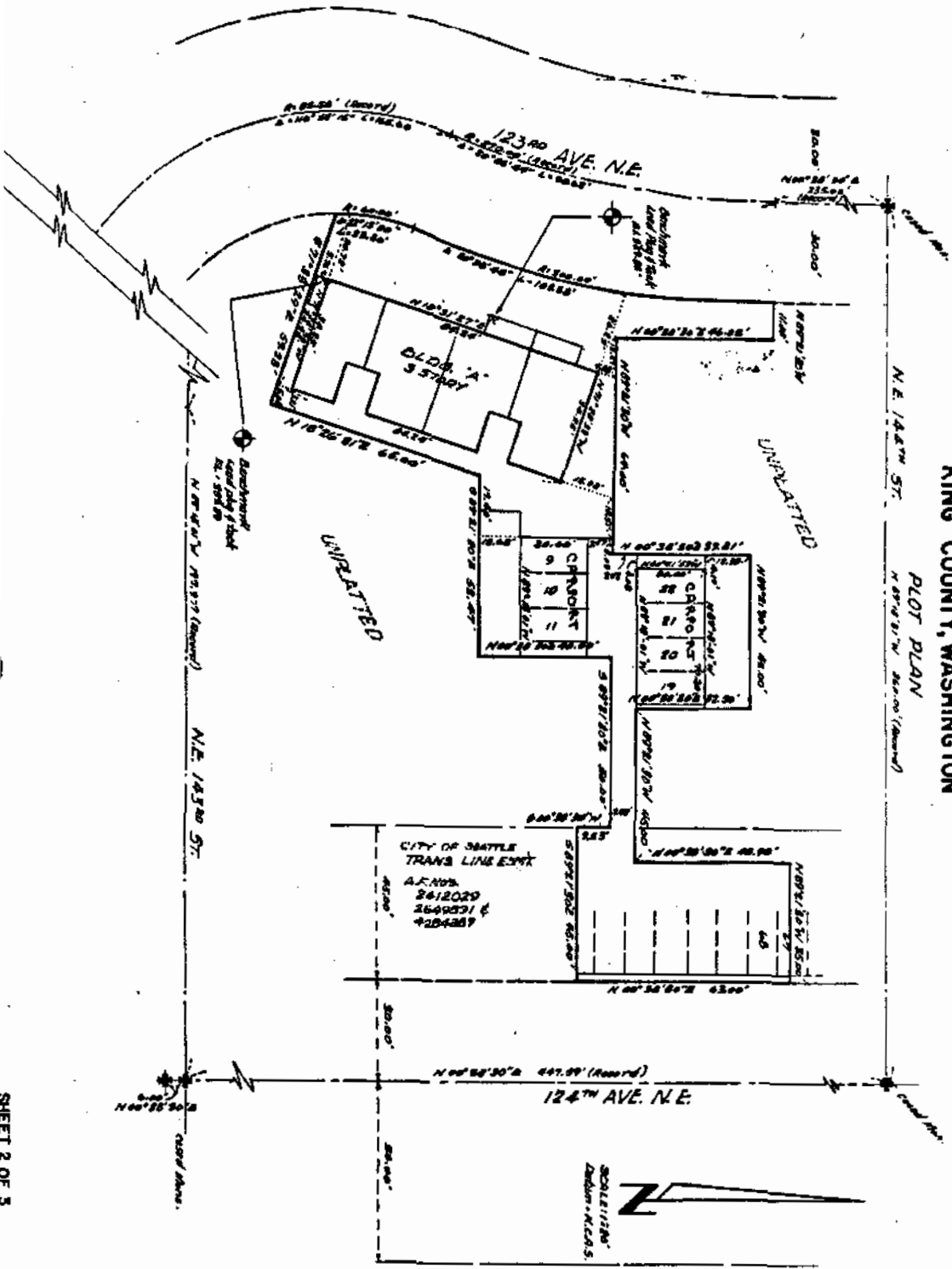
KINGSGATE FIRS

PHASE I, A CONDOMINIUM
SECTION 21, TWP. 26N, RGE. 5E W.M.
KING COUNTY, WASHINGTON

7911280756

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PLOT PLAN

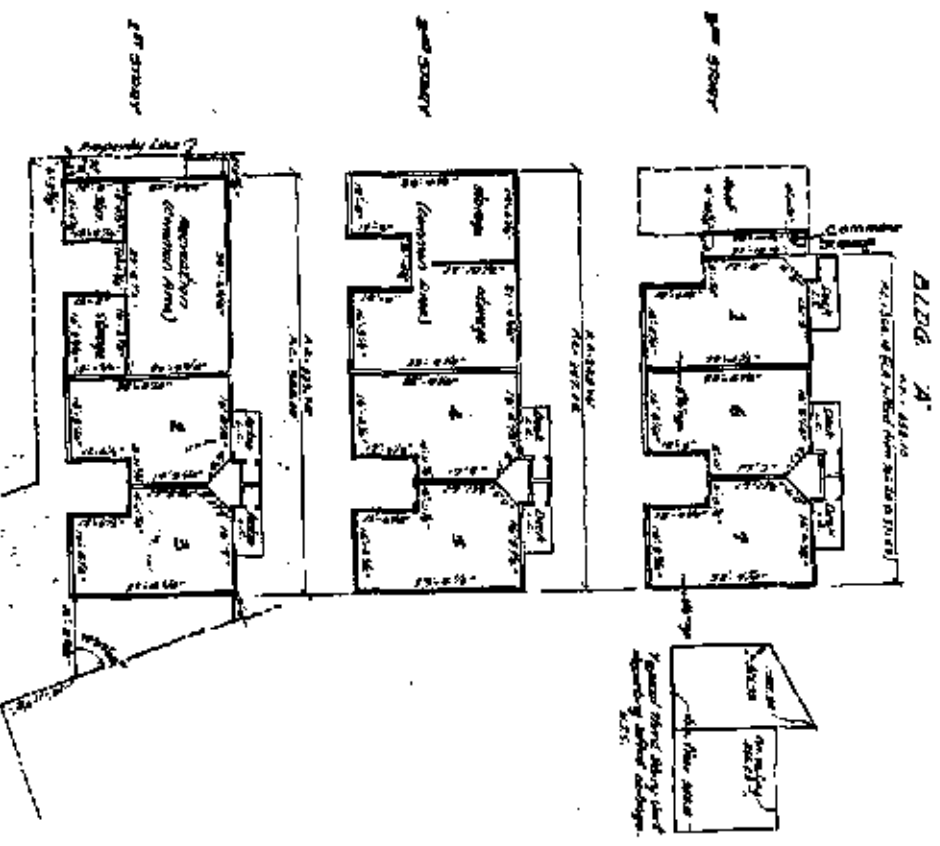


KINGSCATLE FIRS

PHASE I. A CONDOMINIUM
SECTION 21, TWP. 26N, RGE 5 E.W.M.
KING COUNTY, WASHINGTON

7911280756

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NOTES:
The primary lines of floor and on the exterior surfaces
of the secondary walls, floors, ceilings, windows and
doors shown.
A unit does not include balcony and exterior window
panes and walls of space necessary for the support
and maintenance of building structure within the
interior of unit's space. Exterior equipment and
service conduit, heating, cooling, gas, steam, electric,
sanitary, water and other utility lines and other
services, wiring and other utility lines and other
services shown on the plan include any conduit
needed to serve the unit.
All building fixtures are shown on the floor plan of
the ground floor area by the contractor providing
and the contractor is to be the provider of the
contracted equipment on their own property of
the submitted drawings to the contractor and shall
and shall be their own risk.

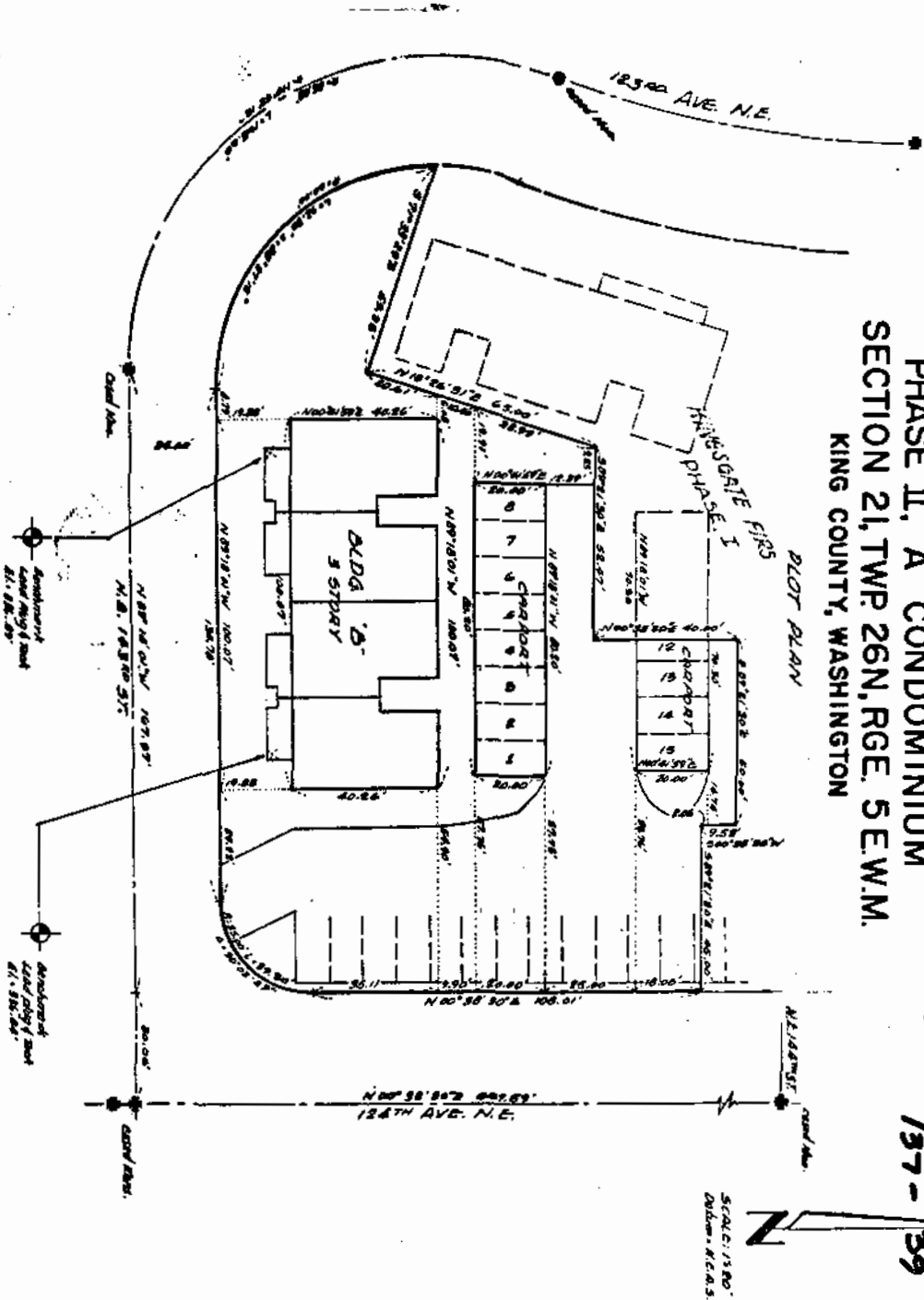
The entire submitted drawing shall be the
contractor's responsibility and shall be the
Contractor's risk.

KINGSGATE FIRS

PHASE II, A CONDOMINIUM
SECTION 21, TWP. 26N, RGE. 5E.W.M.
KING COUNTY, WASHINGTON

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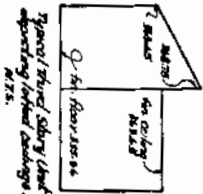
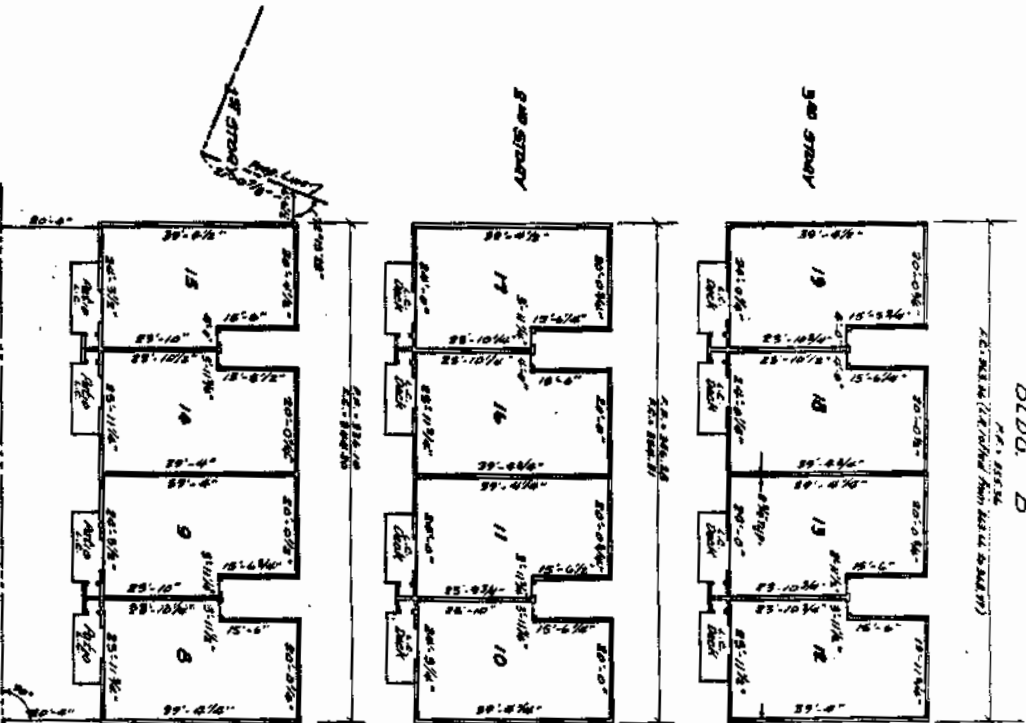
KINGSGATE FIRS

PHASE II, A CONDOMINIUM
SECTION 21, TWP. 26N, RGE. 5E.W.M.
KING COUNTY, WASHINGTON

7911280759

VOL 39/37-39

BLDG. 2



SCALE: 1/4" = 1'-0"
AS SHOWN ON COMMON AREA

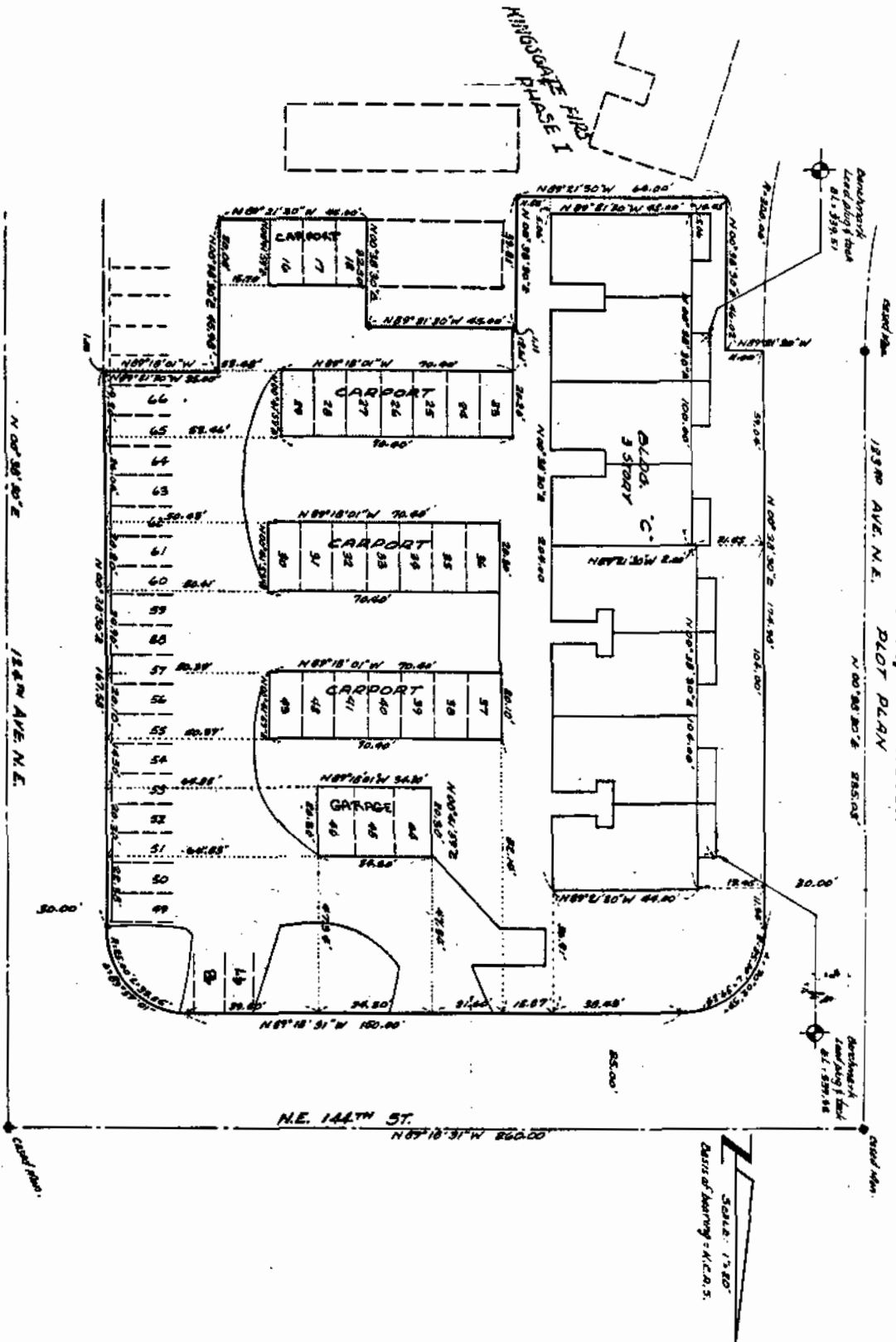
NOTE 5:
The property lines of each unit, any the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof.
A unit does not include hanging and vertical service charges and any other charges for the support and maintenance of each unit, elevator outside the building, or each unit, elevator equipment and wiring, central heating, pipes, ducts, flues, chutes, conduits, wires and other utility installations, water meter, radiator, but does include any outlets located within the unit.
All building dimensions are from the boundary of the subdivided property to the exterior building walls and shown in feet and tenths of feet.
All unit dimensions are from the boundary of the subdivided property to the interior wall and shown in feet and inches.
The entire subdivided property except the units constitutes "Common Area" and "Limited Common Area."

KINGSGATE FIRS

PHASE III, A CONDOMINIUM
SECTION 21, TWP. 26N., RGE. 5E.W.M.,
KING COUNTY, WASHINGTON

7911280759

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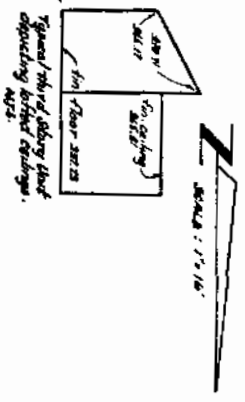
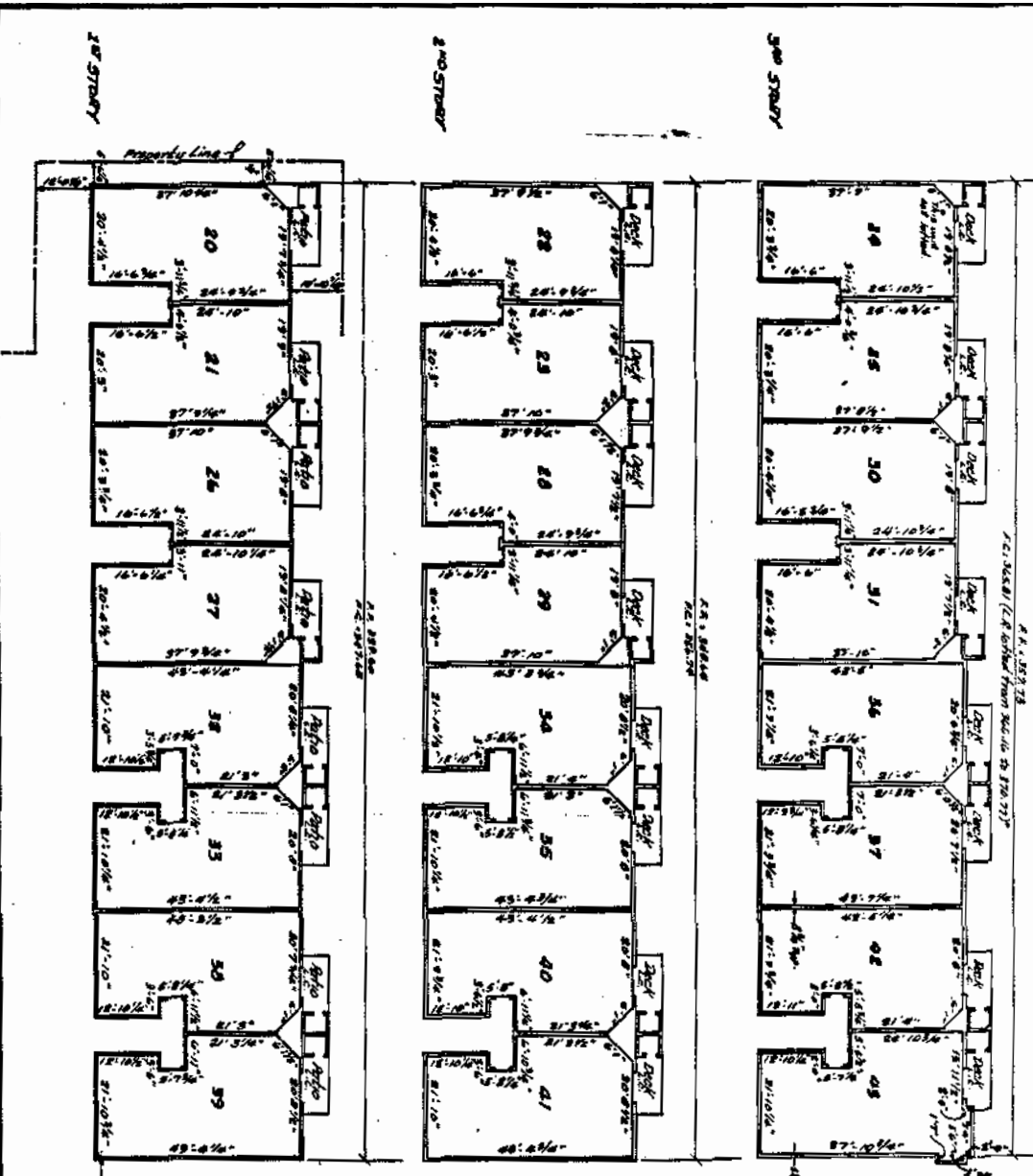
SCALE: 1"=80'
DATE OF DRAWING: 4/12/05

KINGSGATE FIRS

PHASE III, A CONDOMINIUM
SECTION 21, TWP. 26N, RGE. 5E, W.M.
KING COUNTY, WASHINGTON

7911280759
Vol. 39/40-42

DDG C.



NOTES:
The property lines of each unit are the center lines of the perimeter walls, floors, ceilings, windows and doors thereof.
A unit does not include bearing and vertical service chases and walls or other necessary for the support and maintenance of building structure outside the boundaries of such unit.
Elevator equipment and shafts, general heating, gas, steam, flues, chutes, conduits, wires and other utility installations, wherever located, but does include any outlets located within the units.
All building dimensions are from boundary of the subdivided property to the exterior wall of the building wall and shown in feet and inches or feet.
The entire subdivided property except the land constitutes Common Area and Unimproved Common Area.

Architect: Jackson & Co., A.S.
Civil: Unimproved Common Area

Financials-Year End
Kingsgate Firs Condominium Association

KINGSGATE FIRS CONDO ASSOC.

Balance Sheet by Fund

Period 12/31/2016

	Operating	Reserve	Total
Assets			
<u>Cash - Operating</u>			
10010 Petty Cash	400.00		400.00
10020 AAB Operating Checking	41,075.63		41,075.63
<u>Total Cash - Operating</u>	<u>41,475.63</u>		<u>41,475.63</u>
<u>Cash - Reserves</u>			
12010 Umpqua Insur Rsv 0503	30,075.02		30,075.02
12020 Umpqua Maint Rsv 2335		138,896.13	138,896.13
<u>Total Cash - Reserves</u>	<u>30,075.02</u>	<u>138,896.13</u>	<u>168,971.15</u>
<u>Accounts Receivable</u>			
15000 Accounts Receivable	11,128.16		11,128.16
<u>Total Accounts Receivable</u>	<u>11,128.16</u>		<u>11,128.16</u>
<u>Total Assets</u>	<u>82,678.81</u>	<u>138,896.13</u>	<u>221,574.94</u>
Liabilities & Equity			
<u>Accounts Payable</u>			
21010 Accounts Payable	1,152.67		1,152.67
<u>Total Accounts Payable</u>	<u>1,152.67</u>		<u>1,152.67</u>
<u>Liabilities</u>			
21030 Accrued Expenses	5,695.20		5,695.20
24000 Prepaid Assessments	5,312.07		5,312.07
<u>Total Liabilities</u>	<u>11,007.27</u>		<u>11,007.27</u>
<u>Retained Earnings</u>			
30050 Retained Earnings	279,992.34	170,998.38	450,990.72
Net Income (Loss)	(209,473.47)	(32,102.25)	(241,575.72)
<u>Total Retained Earnings</u>	<u>70,518.87</u>	<u>138,896.13</u>	<u>209,415.00</u>
<u>Total Liabilities & Equity</u>	<u>82,678.81</u>	<u>138,896.13</u>	<u>221,574.94</u>

KINGSGATE FIRS CONDO ASSOC.

Comparative Income Statement by Fund

Period 12/1/2016 to 12/31/2016

	Current Month Operating			Year to Date Operating			Annual
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	
Income							
<u>Operating Funds</u>							
41000 Assessments	12,223.35	12,223.37	-0.02	146,680.20	146,680.00	0.20	146,680.00
42980 Interest Insurance	0.00	0.00	0.00	7.08	0.00	7.08	0.00
43000 Interest Operating	0.80	0.00	0.80	0.80	0.00	0.80	0.00
44000 Late Charges	25.00	0.00	25.00	200.00	0.00	200.00	0.00
45000 Miscellaneous	0.00	0.00	0.00	90.00	0.00	90.00	0.00
45200 Move In/Out Fees	400.00	0.00	400.00	2,000.00	0.00	2,000.00	0.00
45320 NSF Fees	-35.00	0.00	-35.00	0.00	0.00	0.00	0.00
45850 Reserve Funding	-2,622.05	-2,622.01	-0.04	-31,464.60	-31,464.56	-0.04	-31,464.56
TOTAL Operating Funds	9,992.10	9,601.36	390.74	117,513.48	115,215.44	2,298.04	115,215.44
TOTAL Income	9,992.10	9,601.36	390.74	117,513.48	115,215.44	2,298.04	115,215.44
Expense							
<u>Administration</u>							
52020 Accounting Services	0.00	126.63	126.63	0.00	1,520.00	1,520.00	1,520.00
52190 Fees and Licenses	0.00	0.87	0.87	10.00	10.00	0.00	10.00
52250 Insurance - DIC Policy	1,302.30	397.50	-904.80	3,255.75	4,770.00	1,514.25	4,770.00
52270 Insurance - Property Liability	2,548.36	1,012.50	-1,535.86	9,215.73	12,150.00	2,934.27	12,150.00
52350 Legal	0.00	41.63	41.63	0.00	500.00	500.00	500.00
52450 Management Contract	1,129.36	1,175.62	46.26	13,551.36	14,107.44	556.08	14,107.44
52575 Office Expense	207.09	158.37	-48.72	2,361.31	1,900.00	-461.31	1,900.00
52830 Reserve Study	0.00	0.00	0.00	1,500.00	0.00	-1,500.00	0.00
52990 Website	21.47	22.88	1.41	297.60	275.00	-22.60	275.00
TOTAL Administration	5,208.58	2,936.00	-2,272.58	30,191.75	35,232.44	5,040.69	35,232.44
<u>Insurance Claim</u>							
42950 Insur Claim Income #90683-1	-33,220.65	0.00	33,220.65	-200,444.79	0.00	200,444.79	0.00
42955 Insur Claim Expense #90683-1	0.00	0.00	0.00	418,793.40	0.00	-418,793.40	0.00
TOTAL Insurance Claim	-33,220.65	0.00	33,220.65	218,348.61	0.00	-218,348.61	0.00
<u>Landscaping</u>							
59300 Landscape Contract	1,007.40	1,008.37	0.97	12,088.80	12,100.00	11.20	12,100.00
59350 Landscape Maintenance	0.00	333.37	333.37	4,976.23	4,000.00	-976.23	4,000.00
TOTAL Landscaping	1,007.40	1,341.74	334.34	17,065.03	16,100.00	-965.03	16,100.00
<u>Other Expense</u>							
52160 Delinq Admin Fee	36.00	0.00	-36.00	264.00	0.00	-264.00	0.00
52162 Delinq Admin Fee Billed to HO	-36.00	0.00	36.00	-264.00	0.00	264.00	0.00
52810 Reimbursable Expense	0.00	0.00	0.00	8,991.91	0.00	-8,991.91	0.00
52815 Reimbursable Exp Billed to HO	0.00	0.00	0.00	-8,991.91	0.00	8,991.91	0.00
TOTAL Other Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Repairs and Maintenance</u>							
66080 Building	0.00	250.00	250.00	2,240.06	3,000.00	759.94	3,000.00
66230 Fire Equipment	0.00	66.63	66.63	775.27	800.00	24.73	800.00
66330 Gutters	0.00	233.37	233.37	2,750.00	2,800.00	50.00	2,800.00
66426 Maintenance Equipment	412.19	0.00	-412.19	412.19	0.00	-412.19	0.00
66600 Pest Control	0.00	58.37	58.37	696.44	700.00	3.56	700.00
66796 Street	0.00	25.00	25.00	0.00	300.00	300.00	300.00

KINGSGATE FIRS CONDO ASSOC.
Comparative Income Statement by Fund

Period 12/1/2016 to 12/31/2016

	Current Month Operating			Year to Date Operating			Annual
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	
66836 Vents/Chimney	0.00	66.63	66.63	1,937.06	800.00	-1,137.06	800.00
TOTAL Repairs and Maintenance	412.19	700.00	287.81	8,811.02	8,400.00	-411.02	8,400.00
Utilities							
70070 Electricity	280.52	231.12	-49.40	2,024.45	2,773.00	748.55	2,773.00
70650 Trash	195.20	1,067.50	872.30	13,223.02	12,810.00	-413.02	12,810.00
70670 Water	3,500.00	3,325.00	-175.00	37,323.07	39,900.00	2,576.93	39,900.00
TOTAL Utilities	3,975.72	4,623.62	647.90	52,570.54	55,483.00	2,912.46	55,483.00
TOTAL Expense	-22,616.76	9,601.36	32,218.12	326,986.95	115,215.44	-211,771.51	115,215.44
Excess Revenue / Expense	32,608.86	0.00	32,608.86	-209,473.47	0.00	-209,473.47	0.00

KINGSGATE FIRS CONDO ASSOC.
Comparative Income Statement by Fund

Period 12/1/2016 to 12/31/2016

	Current Month Reserve			Year to Date Reserve			Annual
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	
Income							
Reserves							
43100 Interest Reserves	5.78	0.00	5.78	84.30	0.00	84.30	0.00
80550 Reserve Funding	2,622.05	2,622.01	0.04	31,464.60	31,464.56	0.04	31,464.56
TOTAL Reserves	2,627.83	2,622.01	5.82	31,548.90	31,464.56	84.34	31,464.56
TOTAL Income	2,627.83	2,622.01	5.82	31,548.90	31,464.56	84.34	31,464.56
Expense							
Administration							
52575 Office Expense	0.00	0.00	0.00	35.00	0.00	-35.00	0.00
TOTAL Administration	0.00	0.00	0.00	35.00	0.00	-35.00	0.00
Insurance Claim							
42955 Insur Claim Expense #90683-1	0.00	0.00	0.00	42,909.29	0.00	-42,909.29	0.00
TOTAL Insurance Claim	0.00	0.00	0.00	42,909.29	0.00	-42,909.29	0.00
Reserves							
80345 Maintenance	0.00	0.00	0.00	20,706.86	0.00	-20,706.86	0.00
TOTAL Reserves	0.00	0.00	0.00	20,706.86	0.00	-20,706.86	0.00
TOTAL Expense	0.00	0.00	0.00	63,651.15	0.00	-63,651.15	0.00
Excess Revenue / Expense	2,627.83	2,622.01	5.82	-32,102.25	31,464.56	-63,566.81	31,464.56

Income Statement Annual
KINGSGATE FIRS CONDO ASSOC.
 Period 12/1/2016 to 12/31/2016 11:59:00 PM

Operating

	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budget
INCOME														
<u>Operating Funds</u>														
Assessments	12,223.35	12,223.35	12,223.35	12,223.35	12,223.35	12,223.35	12,223.35	12,223.35	12,223.35	12,223.35	12,223.35	12,223.35	146,680.20	146,680.00
Interest Insurance	0.43	0.47	0.54	0.55	0.00	0.00	0.00	0.00	0.00	4.33	0.76	0.00	7.08	0.00
Interest Operating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.80	0.80	0.00
Late Charges	0.00	25.00	0.00	(50.00)	0.00	25.00	25.00	25.00	50.00	50.00	25.00	25.00	200.00	0.00
Miscellaneous	0.00	0.00	0.00	75.00	(25.00)	0.00	40.00	0.00	0.00	0.00	0.00	0.00	90.00	0.00
Move In/Out Fees	0.00	200.00	0.00	200.00	400.00	200.00	200.00	400.00	0.00	0.00	0.00	400.00	2,000.00	0.00
NSF Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	(35.00)	0.00	0.00
Reserve Funding	(2,622.05)	(2,622.05)	(2,622.05)	(2,622.05)	(2,622.05)	(2,622.05)	(2,622.05)	(2,622.05)	(2,622.05)	(2,622.05)	(2,622.05)	(2,622.05)	(31,464.60)	(31,464.56)
Reserve Funding Insuranc	(1,800.00)	1,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Operating Funds	7,801.73	11,626.77	9,601.84	9,826.85	9,976.30	9,826.30	9,866.30	10,026.30	9,651.30	9,655.63	9,662.06	9,992.10	117,513.48	115,215.44
TOTAL INCOME	7,801.73	11,626.77	9,601.84	9,826.85	9,976.30	9,826.30	9,866.30	10,026.30	9,651.30	9,655.63	9,662.06	9,992.10	117,513.48	115,215.44
EXPENSES														
<u>Administration</u>														
Accounting Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,520.00
Fees and Licenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	10.00	10.00
Insurance - DIC Policy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	651.15	651.15	651.15	1,302.30	3,255.75	4,770.00
Insurance - Property Liabil	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,874.83	3,740.52	0.00	52.02	2,548.36	9,215.73	12,150.00
Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
Management Contract	1,146.30	1,146.30	1,094.52	1,129.36	1,129.36	1,129.36	1,129.36	1,129.36	1,129.36	1,129.36	1,129.36	1,129.36	13,551.36	14,107.44
Office Expense	408.62	241.71	245.58	114.12	150.43	177.02	133.07	163.48	173.35	150.42	196.42	207.09	2,361.31	1,900.00
Reserve Study	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
Website	21.79	21.79	21.79	21.47	21.47	21.47	21.47	21.47	60.47	21.47	21.47	21.47	297.60	275.00
TOTAL Administration	1,576.71	1,409.80	2,861.89	1,264.95	1,301.26	1,327.85	1,283.90	4,189.14	5,754.85	1,952.40	2,060.42	5,208.58	30,191.75	35,232.44
<u>Insurance Claim</u>														
Insur Claim Income #9068	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(167,224.14)	0.00	(33,220.65)	(200,444.79)	0.00
Insur Claim Expense #906	0.00	139,380.80	0.00	48,967.81	0.00	0.00	0.00	0.00	30,000.00	200,444.79	0.00	0.00	418,793.40	0.00
TOTAL Insurance Claim	0.00	139,380.80	0.00	48,967.81	0.00	0.00	0.00	0.00	30,000.00	33,220.65	0.00	(33,220.65)	218,348.61	0.00
<u>Landscaping</u>														

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Operating

	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budget
Landscape Contract	1,007.40	1,007.40	1,007.40	1,007.40	1,007.40	1,007.40	1,007.40	1,007.40	1,007.40	1,007.40	1,007.40	1,007.40	12,088.80	12,100.00
Landscape Maintenance	0.00	0.00	0.00	4,311.57	320.28	0.00	0.00	0.00	344.38	0.00	0.00	0.00	4,976.23	4,000.00
TOTAL Landscaping	1,007.40	1,007.40	1,007.40	5,318.97	1,327.68	1,007.40	1,007.40	1,007.40	1,351.78	1,007.40	1,007.40	1,007.40	17,065.03	16,100.00
<u>Other Expense</u>														
Delinq Admin Fee	0.00	12.00	0.00	0.00	0.00	36.00	48.00	24.00	12.00	60.00	36.00	36.00	264.00	0.00
Delinq Admin Fee Billed to	0.00	(12.00)	0.00	0.00	0.00	(36.00)	(48.00)	(24.00)	(12.00)	(60.00)	(36.00)	(36.00)	(264.00)	0.00
Reimbursable Expense	0.00	0.00	0.00	0.00	0.00	0.00	3,357.40	125.00	5,509.51	0.00	0.00	0.00	8,991.91	0.00
Reimbursable Exp Billed to	0.00	0.00	0.00	0.00	0.00	0.00	(3,357.40)	(125.00)	0.00	(5,509.51)	0.00	0.00	(8,991.91)	0.00
TOTAL Other Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,509.51	(5,509.51)	0.00	0.00	0.00	0.00
<u>Repairs and Maintenance</u>														
Building	0.00	367.05	0.00	1,161.26	711.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,240.06	3,000.00
Fire Equipment	585.83	0.00	0.00	0.00	0.00	189.44	0.00	0.00	0.00	0.00	0.00	0.00	775.27	800.00
Gutters	2,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,750.00	2,800.00
Maintenance Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	412.19	412.19	0.00
Pest Control	0.00	174.11	0.00	0.00	174.11	0.00	174.11	0.00	0.00	0.00	174.11	0.00	696.44	700.00
Street	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00
Vents/Chimney	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,937.06	0.00	1,937.06	800.00
TOTAL Repairs and Maint	3,335.83	541.16	0.00	1,161.26	885.86	189.44	174.11	0.00	0.00	0.00	2,111.17	412.19	8,811.02	8,400.00
<u>Utilities</u>														
Electricity	142.85	260.36	201.36	190.00	256.08	248.23	190.00	60.00	83.99	15.02	96.04	280.52	2,024.45	2,773.00
Trash	1,045.16	1,040.00	1,301.45	1,040.00	2,152.52	1,800.00	0.00	572.52	1,880.97	0.00	2,195.20	195.20	13,223.02	12,810.00
Water	3,285.88	3,606.70	3,300.00	3,300.00	3,058.08	1,900.00	1,766.49	1,800.00	5,022.06	0.00	6,783.86	3,500.00	37,323.07	39,900.00
TOTAL Utilities	4,473.89	4,907.06	4,802.81	4,530.00	5,466.68	3,948.23	1,956.49	2,432.52	6,987.02	15.02	9,075.10	3,975.72	52,570.54	55,483.00
TOTAL EXPENSES	10,393.83	147,246.22	8,672.10	61,242.99	8,981.48	6,472.92	4,421.90	7,629.06	49,603.16	30,685.96	14,254.09	(22,616.76)	326,986.95	115,215.44
Net Revenue / Expense	(2,592.10)	(135,619.45)	929.74	(51,416.14)	994.82	3,353.38	5,444.40	2,397.24	(39,951.86)	(21,030.33)	(4,592.03)	32,608.86	(209,473.47)	0.00

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Reserve

	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budget
INCOME														
<u>Reserves</u>														
Interest Reserves	7.54	7.21	7.62	6.99	0.00	0.00	0.00	0.00	0.00	43.63	5.53	5.78	84.30	0.00
Reserve Funding	2,622.05	2,622.05	2,622.05	2,622.05	2,622.05	2,622.05	2,622.05	2,622.05	2,622.05	2,622.05	2,622.05	2,622.05	31,464.60	31,464.56
TOTAL Reserves	<u>2,629.59</u>	<u>2,629.26</u>	<u>2,629.67</u>	<u>2,629.04</u>	<u>2,622.05</u>	<u>2,622.05</u>	<u>2,622.05</u>	<u>2,622.05</u>	<u>2,622.05</u>	<u>2,665.68</u>	<u>2,627.58</u>	<u>2,627.83</u>	<u>31,548.90</u>	<u>31,464.56</u>
TOTAL INCOME	<u>2,629.59</u>	<u>2,629.26</u>	<u>2,629.67</u>	<u>2,629.04</u>	<u>2,622.05</u>	<u>2,622.05</u>	<u>2,622.05</u>	<u>2,622.05</u>	<u>2,622.05</u>	<u>2,665.68</u>	<u>2,627.58</u>	<u>2,627.83</u>	<u>31,548.90</u>	<u>31,464.56</u>
EXPENSES														
<u>Administration</u>														
Office Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	0.00	0.00	35.00	0.00
TOTAL Administration	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.00</u>
<u>Insurance Claim</u>														
Insur Claim Expense #906	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,909.29	0.00	0.00	42,909.29	0.00
TOTAL Insurance Claim	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>42,909.29</u>	<u>0.00</u>	<u>0.00</u>	<u>42,909.29</u>	<u>0.00</u>
<u>Reserves</u>														
Maintenance	0.00	0.00	9,000.00	0.00	0.00	8,846.86	0.00	2,860.00	0.00	0.00	0.00	0.00	20,706.86	0.00
TOTAL Reserves	<u>0.00</u>	<u>0.00</u>	<u>9,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,846.86</u>	<u>0.00</u>	<u>2,860.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,706.86</u>	<u>0.00</u>
TOTAL EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>9,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,846.86</u>	<u>0.00</u>	<u>2,860.00</u>	<u>0.00</u>	<u>42,944.29</u>	<u>0.00</u>	<u>0.00</u>	<u>63,651.15</u>	<u>0.00</u>
Net Revenue / Expense	<u>2,629.59</u>	<u>2,629.26</u>	<u>(6,370.33)</u>	<u>2,629.04</u>	<u>2,622.05</u>	<u>(6,224.81)</u>	<u>2,622.05</u>	<u>(237.95)</u>	<u>2,622.05</u>	<u>(40,278.61)</u>	<u>2,627.58</u>	<u>2,627.83</u>	<u>(32,102.25)</u>	<u>31,464.56</u>

AR Aging Delinquency with Address

Period 12/31/2016

KINGSGATE FIRS CONDO ASSOC.

Acct #	Type	Status	Resident Contact	Property Address	Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance
544951	Owner	ATN			12.00	12.00	5,521.51	3,394.40	8,939.91
544936	Owner	ATN			487.00	293.69	293.69	817.87	1,892.25
544971	Owner	DEL			12.00	12.00	12.00	248.00	284.00
544949	Owner				0.00	0.00	12.00	0.00	12.00
Count: 4					511.00	317.69	5,839.20	4,460.27	11,128.16

Property Totals

Units # Builder # Resident # Owners # Tenants Owner Ratio

Charge Code Summary

Description	G/L Acct #	Amount
Assessment	15000	1,257.25
Attorney Confirmation	15000	48.00
Attorney Notification	15000	24.00
Delinquency Letter	15000	96.00
Demand Letter	15000	36.00
Late Charge	15000	125.00
Legal Expense	15000	450.00
Move In/Out Fees	15000	200.00
Reimbursable Expense	15000	8,891.91
		11,128.16

KINGSGATE FIRS CONDO ASSOC.

Balance Sheet by Fund

Period 12/31/2015

	Operating	Reserve	Total
Assets			
<u>Cash - Operating</u>			
1000- Cash - Checking PWB	267,339.42		267,339.42
1010- Petty Cash	400.00		400.00
<u>Total Cash - Operating</u>	<u>267,739.42</u>		<u>267,739.42</u>
<u>Cash - Reserves</u>			
1041- IR @ Umpqua - 0503	17,035.94		17,035.94
1051- MR @ Umpqua Bank - 2335		177,547.38	177,547.38
<u>Total Cash - Reserves</u>	<u>17,035.94</u>	<u>177,547.38</u>	<u>194,583.32</u>
1100- Assessments Receivable	75.04		75.04
1170- Due From Rsv to OP	6,549.00		6,549.00
	<u>6,624.04</u>		<u>6,624.04</u>
<u>Total Assets</u>	<u>291,399.40</u>	<u>177,547.38</u>	<u>468,946.78</u>
Liabilities & Equity			
<u>Liabilities</u>			
2160- Due to OP from Rsv		6,549.00	6,549.00
2170- Accrued Expense	8,600.00		8,600.00
2200- Prepaid Assessments	2,782.06		2,782.06
<u>Total Liabilities</u>	<u>11,382.06</u>	<u>6,549.00</u>	<u>17,931.06</u>
<u>Retained Earnings</u>			
3200- Accumulated Earnings	34,138.65	161,935.22	196,073.87
3220- Prior Period Adjustment	(9,151.47)		(9,151.47)
Net Income (Loss)	255,030.16	9,063.16	264,093.32
<u>Total Retained Earnings</u>	<u>280,017.34</u>	<u>170,998.38</u>	<u>451,015.72</u>
<u>Total Liabilities & Equity</u>	<u>291,399.40</u>	<u>177,547.38</u>	<u>468,946.78</u>

KINGSGATE FIRS CONDO ASSOC.

Comparative Income Statement by Fund

Period 12/1/2015 to 12/31/2015

	Current Month Operating			Year to Date Operating			Annual
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	
Income							
Assessment Revenue							
4100-0000 Member Assessments	11,867.29	11,867.29	0.00	142,407.48	142,407.48	0.00	142,407.48
4101-0000 Reserve Funding	-2,724.04	-2,724.03	-0.01	-32,688.48	-32,688.47	-0.01	-32,688.47
TOTAL Assessment Revenue	9,143.25	9,143.26	-0.01	109,719.00	109,719.01	-0.01	109,719.01
Income							
4500-0000 Late Charges	50.00	0.00	50.00	125.00	0.00	125.00	0.00
4510-0000 Move In/Out Fees	0.00	0.00	0.00	1,200.00	0.00	1,200.00	0.00
8187-0000 Interest Income-Insurance	0.41	0.00	0.41	6.52	0.00	6.52	0.00
TOTAL Income	50.41	0.00	50.41	1,331.52	0.00	1,331.52	0.00
TOTAL Income	9,193.66	9,143.26	50.40	111,050.52	109,719.01	1,331.51	109,719.01
Expense							
Administrative							
5100-0000 Legal Expense	0.00	41.63	41.63	0.00	500.00	500.00	500.00
5120-0000 CPA Accounting Expenses	0.00	126.63	126.63	0.00	1,520.00	1,520.00	1,520.00
5200-0000 Management Fees	1,115.97	1,130.45	14.48	13,391.64	13,564.85	173.21	13,564.85
5300-0000 Office Expense	103.21	158.37	55.16	1,732.18	1,900.00	167.82	1,900.00
5350-0000 On-Line Services	21.03	22.88	1.85	252.36	275.00	22.64	275.00
5400-0000 Taxes	0.00	0.00	0.00	1,520.00	0.00	-1,520.00	0.00
5500-0000 Licenses and Permits	10.00	0.87	-9.13	10.00	10.00	0.00	10.00
5720-0000 Reserve Study	0.00	66.63	66.63	0.00	800.00	800.00	800.00
5730-0000 FHA Renewal	0.00	81.25	81.25	975.00	975.00	0.00	975.00
5900-0000 Miscellaneous Expense	0.00	0.00	0.00	48.16	0.00	-48.16	0.00
TOTAL Administrative	1,250.21	1,628.71	378.50	17,929.34	19,544.85	1,615.51	19,544.85
Insurance							
5250-0000 Insurance - DIC Policy	0.00	866.63	866.63	8,643.45	10,400.00	1,756.55	10,400.00
5251-0000 Insurance - Property Liability	0.00	924.87	924.87	15,292.00	11,098.00	-4,194.00	11,098.00
5910-0000 Insur Claim Income #90683-1	0.00	0.00	0.00	-260,125.96	0.00	260,125.96	0.00
5915-0000 Insur Claim Exp #90683-1	0.00	0.00	0.00	985.50	0.00	-985.50	0.00
TOTAL Insurance	0.00	1,791.50	1,791.50	-235,205.01	21,498.00	256,703.01	21,498.00
Maintenance							
7000-0000 Grounds Maintenance	1,007.40	1,000.00	-7.40	12,021.45	12,000.00	-21.45	12,000.00
7020-0000 Misc Landscape	0.00	83.37	83.37	2,984.04	1,000.00	-1,984.04	1,000.00
7050-0000 Bldg Maintenance & Repair	0.00	200.00	200.00	2,784.94	2,400.00	-384.94	2,400.00
7100-0000 Parking/Pavement Maint	0.00	25.00	25.00	0.00	300.00	300.00	300.00
7200-0000 Maintenance Supplies	0.00	0.00	0.00	363.88	0.00	-363.88	0.00
7300-0000 Chimney Inspec. & Clean	0.00	66.63	66.63	0.00	800.00	800.00	800.00
7350-0000 Gutter Cleaning	0.00	233.37	233.37	0.00	2,800.00	2,800.00	2,800.00
7500-000 Fire Life / Safety	0.00	66.63	66.63	230.50	800.00	569.50	800.00
7550-0000 Pest Control	0.00	58.37	58.37	696.44	700.00	3.56	700.00
TOTAL Maintenance	1,007.40	1,733.37	725.97	19,081.25	20,800.00	1,718.75	20,800.00
Utilities							
6000-0000 Electricity - Common Area	177.99	220.12	42.13	2,455.78	2,641.00	185.22	2,641.00
6200-0000 Garbage Disposal	1,040.00	1,016.63	-23.37	12,503.67	12,200.00	-303.67	12,200.00
6300-0000 Water/Sewer	3,100.00	3,166.63	66.63	39,255.33	38,000.00	-1,255.33	38,000.00

KINGSGATE FIRS CONDO ASSOC.
Comparative Income Statement by Fund

Period 12/1/2015 to 12/31/2015

	Current Month Operating			Year to Date Operating			Annual
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	
TOTAL Utilities	4,317.99	4,403.38	85.39	54,214.78	52,841.00	-1,373.78	52,841.00
TOTAL Expense	6,575.60	9,556.96	2,981.36	-143,979.64	114,683.85	258,663.49	114,683.85
Excess Revenue / Expense	2,618.06	-413.70	3,031.76	255,030.16	-4,964.84	259,995.00	-4,964.84

KINGSGATE FIRS CONDO ASSOC.
Comparative Income Statement by Fund

Period 12/1/2015 to 12/31/2015

	Current Month Reserve			Year to Date Reserve			Annual
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	
Income							
Reserves							
8180-0000 Reserve Funding Inc	2,724.04	2,724.03	0.01	32,688.48	32,688.47	0.01	32,688.47
8188-0000 Interest Income-Maint Rsv	7.46	0.00	7.46	83.43	0.00	83.43	0.00
TOTAL Reserves	<u>2,731.50</u>	<u>2,724.03</u>	<u>7.47</u>	<u>32,771.91</u>	<u>32,688.47</u>	<u>83.44</u>	<u>32,688.47</u>
TOTAL Income	<u>2,731.50</u>	<u>2,724.03</u>	<u>7.47</u>	<u>32,771.91</u>	<u>32,688.47</u>	<u>83.44</u>	<u>32,688.47</u>
Expense							
Reserves							
8001-0000 Reserve Maintenance	0.00	0.00	0.00	23,708.75	0.00	-23,708.75	0.00
TOTAL Reserves	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>23,708.75</u>	<u>0.00</u>	<u>-23,708.75</u>	<u>0.00</u>
TOTAL Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>23,708.75</u>	<u>0.00</u>	<u>-23,708.75</u>	<u>0.00</u>
Excess Revenue / Expense	<u>2,731.50</u>	<u>2,724.03</u>	<u>7.47</u>	<u>9,063.16</u>	<u>32,688.47</u>	<u>-23,625.31</u>	<u>32,688.47</u>

Income Statement Annual
KINGSGATE FIRS CONDO ASSOC.
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Operating

	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budget
INCOME														
<u>Assessment Revenue</u>														
Member Assessments	11,867.29	11,867.29	11,867.29	11,867.29	11,867.29	11,867.29	11,867.29	11,867.29	11,867.29	11,867.29	11,867.29	11,867.29	142,407.48	142,407.48
Reserve Funding	(2,724.04)	(2,724.04)	(2,724.04)	(2,724.04)	(2,724.04)	(2,724.04)	(2,724.04)	(2,724.04)	(2,724.04)	(2,724.04)	(2,724.04)	(2,724.04)	(32,688.48)	(32,688.47)
TOTAL Assessment Reve	9,143.25	9,143.25	9,143.25	9,143.25	9,143.25	9,143.25	9,143.25	9,143.25	9,143.25	9,143.25	9,143.25	9,143.25	109,719.00	109,719.01
<u>Income</u>														
Late Charges	50.00	(50.00)	75.00	0.00	25.00	0.00	0.00	0.00	0.00	(50.00)	25.00	50.00	125.00	0.00
Move In/Out Fees	0.00	200.00	0.00	400.00	0.00	0.00	400.00	0.00	200.00	0.00	0.00	0.00	1,200.00	0.00
Other Income	0.00	0.00	(100.00)	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income-Insurance	0.66	0.49	0.51	0.52	0.61	0.61	0.66	0.72	0.57	0.39	0.37	0.41	6.52	0.00
TOTAL Income	50.66	150.49	(24.49)	500.52	25.61	0.61	400.66	0.72	200.57	(49.61)	25.37	50.41	1,331.52	0.00
TOTAL INCOME	9,193.91	9,293.74	9,118.76	9,643.77	9,168.86	9,143.86	9,543.91	9,143.97	9,343.82	9,093.64	9,168.62	9,193.66	111,050.52	109,719.01
EXPENSES														
<u>Administrative</u>														
Legal Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
CPA Accounting Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,520.00
Management Fees	1,115.97	1,115.97	1,115.97	1,115.97	1,115.97	1,115.97	1,115.97	1,115.97	1,115.97	1,115.97	1,115.97	1,115.97	13,391.64	13,564.85
Office Expense	183.76	343.32	59.17	112.27	115.84	153.75	123.78	102.88	107.88	220.15	106.17	103.21	1,732.18	1,900.00
On-Line Services	21.03	21.03	21.03	21.03	21.03	21.03	21.03	21.03	21.03	21.03	21.03	21.03	252.36	275.00
Taxes	0.00	0.00	0.00	0.00	0.00	1,520.00	0.00	0.00	0.00	0.00	0.00	0.00	1,520.00	0.00
Licenses and Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	10.00	10.00
Reserve Study	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00
FHA Renewal	0.00	0.00	0.00	0.00	975.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	975.00	975.00
Miscellaneous Expense	0.00	0.00	48.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.16	0.00
TOTAL Administrative	1,320.76	1,480.32	1,244.33	1,249.27	2,227.84	2,810.75	1,260.78	1,239.88	1,244.88	1,357.15	1,243.17	1,250.21	17,929.34	19,544.85
<u>Insurance</u>														
Insurance - DIC Policy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,543.45	0.00	4,100.00	0.00	0.00	8,643.45	10,400.00
Insurance - Property Liabil	925.00	932.00	932.00	932.00	0.00	0.00	0.00	11,571.00	0.00	0.00	0.00	0.00	15,292.00	11,098.00
Insur Claim Income #9068	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(5,000.00)	0.00	(255,125.96)	0.00	(260,125.96)	0.00
Insur Claim Exp #90683-1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	985.50	0.00	985.50	0.00

Income Statement Annual
KINGSGATE FIRS CONDO ASSOC.
 Period 12/1/2015 to 12/31/2015 11:59:00 PM

Operating

	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budget
TOTAL Insurance	925.00	932.00	932.00	932.00	0.00	0.00	0.00	16,114.45	(5,000.00)	4,100.00	(254,140.46)	0.00	(235,205.01)	21,498.00
Maintenance														
Grounds Maintenance	984.95	984.95	984.95	1,007.40	1,007.40	0.00	2,014.80	1,007.40	1,007.40	1,007.40	1,007.40	1,007.40	12,021.45	12,000.00
Misc Landscape	1,004.12	0.00	0.00	0.00	330.50	0.00	1,345.66	303.76	0.00	0.00	0.00	0.00	2,984.04	1,000.00
Bldg Maintenance & Repa	2,750.00	0.00	20.00	0.00	14.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,784.94	2,400.00
Parking/Pavement Maint	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00
Maintenance Supplies	0.00	0.00	323.28	0.00	40.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	363.88	0.00
Chimney Inspec. & Clean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00
Gutter Cleaning	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,800.00
Fire Life / Safety	833.30	0.00	(833.30)	0.00	0.00	230.50	0.00	0.00	0.00	0.00	0.00	0.00	230.50	800.00
Pest Control	174.11	0.00	0.00	0.00	174.11	0.00	174.11	0.00	0.00	0.00	174.11	0.00	696.44	700.00
TOTAL Maintenance	5,746.48	984.95	494.93	1,007.40	1,567.55	230.50	3,534.57	1,311.16	1,007.40	1,007.40	1,181.51	1,007.40	19,081.25	20,800.00
Other Expense														
Delinq Admi Fee CDC	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(12.00)	0.00	0.00	0.00	0.00
Delinq Adm Fee HO Billed	(12.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	0.00
TOTAL Other Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Utilities														
Electricity - Common Area	308.77	204.85	85.95	183.89	148.30	150.00	231.20	150.00	75.54	294.53	444.76	177.99	2,455.78	2,641.00
Garbage Disposal	3,028.68	900.00	974.06	(919.12)	1,084.57	900.00	2,285.16	85.16	1,000.00	1,000.00	1,125.16	1,040.00	12,503.67	12,200.00
Water/Sewer	9,289.05	3,101.57	3,000.00	(3,199.05)	3,751.86	3,100.00	3,863.02	3,497.75	3,000.00	3,000.00	3,751.13	3,100.00	39,255.33	38,000.00
TOTAL Utilities	12,626.50	4,206.42	4,060.01	(3,934.28)	4,984.73	4,150.00	6,379.38	3,732.91	4,075.54	4,294.53	5,321.05	4,317.99	54,214.78	52,841.00
TOTAL EXPENSES	20,618.74	7,603.69	6,731.27	(745.61)	8,780.12	7,191.25	11,174.73	22,398.40	1,327.82	10,759.08	(246,394.73)	6,575.60	(143,979.64)	114,683.85
Net Revenue / Expense	(11,424.83)	1,690.05	2,387.49	10,389.38	388.74	1,952.61	(1,630.82)	(13,254.43)	8,016.00	(1,665.44)	255,563.35	2,618.06	255,030.16	(4,964.84)

Income Statement Annual
KINGSGATE FIRS CONDO ASSOC.
 Period 12/1/2015 to 12/31/2015 11:59:00 PM

Reserve

	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budget
INCOME														
Reserves														
Reserve Funding Inc	2,724.04	2,724.04	2,724.04	2,724.04	2,724.04	2,724.04	2,724.04	2,724.04	2,724.04	2,724.04	2,724.04	2,724.04	32,688.48	32,688.47
Interest Income-Maint Rsv	7.15	6.50	7.36	6.84	6.77	6.52	6.81	6.95	6.82	7.17	7.08	7.46	83.43	0.00
TOTAL Reserves	<u>2,731.19</u>	<u>2,730.54</u>	<u>2,731.40</u>	<u>2,730.88</u>	<u>2,730.81</u>	<u>2,730.56</u>	<u>2,730.85</u>	<u>2,730.99</u>	<u>2,730.86</u>	<u>2,731.21</u>	<u>2,731.12</u>	<u>2,731.50</u>	<u>32,771.91</u>	<u>32,688.47</u>
TOTAL INCOME	<u>2,731.19</u>	<u>2,730.54</u>	<u>2,731.40</u>	<u>2,730.88</u>	<u>2,730.81</u>	<u>2,730.56</u>	<u>2,730.85</u>	<u>2,730.99</u>	<u>2,730.86</u>	<u>2,731.21</u>	<u>2,731.12</u>	<u>2,731.50</u>	<u>32,771.91</u>	<u>32,688.47</u>
EXPENSES														
Reserves														
Reserve Maintenance Exp	0.00	1,370.25	6,063.50	12,927.75	3,347.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,708.75	0.00
TOTAL Reserves	<u>0.00</u>	<u>1,370.25</u>	<u>6,063.50</u>	<u>12,927.75</u>	<u>3,347.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>23,708.75</u>	<u>0.00</u>
TOTAL EXPENSES	<u>0.00</u>	<u>1,370.25</u>	<u>6,063.50</u>	<u>12,927.75</u>	<u>3,347.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>23,708.75</u>	<u>0.00</u>
Net Revenue / Expense	<u>2,731.19</u>	<u>1,360.29</u>	<u>(3,332.10)</u>	<u>(10,196.87)</u>	<u>(616.44)</u>	<u>2,730.56</u>	<u>2,730.85</u>	<u>2,730.99</u>	<u>2,730.86</u>	<u>2,731.21</u>	<u>2,731.12</u>	<u>2,731.50</u>	<u>9,063.16</u>	<u>32,688.47</u>

AR Aging Delinquency with Address

Period 12/31/2015

KINGSGATE FIRS CONDO ASSOC.

Acct #	Type	Status	Resident Contact	Property Address	Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance
544936	Owner		[REDACTED]	[REDACTED]	0.00	25.04	0.00	0.00	25.04
844956	Owner		[REDACTED]	[REDACTED]	25.00	0.00	0.00	0.00	25.00
544962	Owner		[REDACTED]	[REDACTED]	25.00	0.00	0.00	0.00	25.00
Count: 3					50.00	25.04	0.00	0.00	75.04

Property Totals

# Units	# Builder	# Resident	# Owners	# Tenants	Owner Ratio
44	0	44	40	4	90.91%

Charge Code Summary

Description	G/L Acct #	Amount
Assessment	1100-0000	25.04
Late Charge	1100-0000	50.00
		75.04

Insurance Dec Page
Kingsgate Firs Condominium Association



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
8/18/2017

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Hub International Northwest, LLC 12100 NE 195th St., Suite 200 Bothell WA 98011	CONTACT NAME: PHONE (A/C, No, Ext): 425-489-4500 FAX (A/C, No): 425-485-8489 E-MAIL ADDRESS: now.info@hubinternational.com PRODUCER CUSTOMER ID: KINGFIR-01														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Western National Assurance Company</td> <td>24465</td> </tr> <tr> <td>INSURER B: Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER C: Lloyd's of London</td> <td>8520</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Western National Assurance Company	24465	INSURER B: Liberty Mutual Insurance Company	23043	INSURER C: Lloyd's of London	8520	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Kingsgate Firs Association of Apartment Owners c/o The Management Trust 11211 Slater Ave NE, #150 Kirkland WA 98033															


COVERAGES **CERTIFICATE NUMBER:** 2128395903 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 14311-14331 124th Ave NE, Kirkland WA 98034. Total units = 43. Hold no reserves. Prem. pd. by the assn. See Attached...

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input checked="" type="checkbox"/> WIND <input type="checkbox"/> FLOOD <input checked="" type="checkbox"/> Repl Cost Bldg Limit	CPP114629401	8/19/2017	8/19/2018	<input type="checkbox"/> BUILDING	\$
					<input type="checkbox"/> PERSONAL PROPERTY	\$
					<input type="checkbox"/> BUSINESS INCOME	\$
					<input type="checkbox"/> EXTRA EXPENSE	\$
					<input type="checkbox"/> RENTAL VALUE	\$
					<input checked="" type="checkbox"/> BLANKET BUILDING	\$6,884,850
					<input type="checkbox"/> BLANKET PERS PROP	\$
					<input type="checkbox"/> BLANKET BLDG & PP	\$
	INLAND MARINE CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS	TYPE OF POLICY POLICY NUMBER			<input type="checkbox"/>	\$
					<input type="checkbox"/>	\$
					<input type="checkbox"/>	\$
					<input type="checkbox"/>	\$
B	<input checked="" type="checkbox"/> CRIME TYPE OF POLICY FIDELITY	CAC0159070216	8/19/2017	8/19/2018	<input checked="" type="checkbox"/> Emp Dishonesty	\$250,000
					<input type="checkbox"/>	\$
A	<input checked="" type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN	CPP114629401	8/19/2017	8/19/2018	<input checked="" type="checkbox"/> Mech. Breakdown	\$Up to Bldg Lmt
					<input type="checkbox"/>	\$
A C	GENERAL LIABILITY DED 2% EQ; \$25k AOP	CPP114629401 467500100659S01	8/19/2017 8/19/2017	8/19/2018 8/19/2018	<input checked="" type="checkbox"/> Occ/Agg	\$1M/\$2M
					<input checked="" type="checkbox"/> Earthquake	\$7,256,547

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER .Evidence of Insurance. To add Unit Owner/Mortgagee Clause Send requests to HUB Northwest: Now.INFO@hubinternational.com or Fax 425-485-8489	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.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Hub International Northwest, LLC		NAMED INSURED Kingsgate Firs Association of Apartment Owners c/o The Management Trust 11211 Slater Ave NE, #150 Kirkland WA 98033	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 24 FORM TITLE: CERTIFICATE OF PROPERTY INSURANCE

Description Of Property
 at the time this was issued & prop. policy covers the permanent betterments/improvements(WALLS-IN)
 inside the resd'l units. Sep. of Insureds included in GL wording. Prop. mgmt. entity covered by
 Fidelity.

Litigation
Kingsgate Firs Condominium Association

This document is currently either not available or not applicable for this association.

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