

CONDOMINIUM RESALE CERTIFICATE

Unit No. 2B 1

In the: Goat Hill Manor Condominium Condominium 2

Buyer: _____ 3
Buyer Buyer

Instructions: This form or a statutory equivalent must be prepared by the association, its officer, or its authorized agent. It cannot be prepared by the real estate broker. The preparer must answer each question and attach every exhibit listed. The preparer and unit owner must sign this certificate. If there is insufficient space below to fully answer any question, or there is additional information which would affect any answer, the preparer should include this in Section 17 (Remarks). 4-7

A buyer is not liable for any unpaid assessment or fee against the unit greater than the amount set forth below, unless the buyer had actual knowledge of a greater amount or the amount was assessed after the date of this certificate. A unit owner is not liable to a purchaser for the failure or delay of the association to provide the certificate in a timely manner, but the purchaser's contract is voidable by the purchaser until the certificate has been provided and for five days thereafter or until conveyance, whichever occurs first. 8-11

The information furnished is based on the books and records of the association and the actual knowledge of the preparer. Neither the association nor the preparer warrants the accuracy of this information, and neither assumes any obligation to update it. 12-13

1. RIGHT OF FIRST REFUSAL/RESTRAINT ON ALIENATION. There is; is not a right of first refusal or other restraint on sale of the unit. If there is, it is set forth: in section(s) _____ of the attached declaration; or other (describe): 14-18

2. ASSESSMENT 19

- (a) The current monthly common expense assessment for the unit is \$ 400 20
- (b) Past due and unpaid monthly common expense assessments against the unit total \$ 0.00 21
- (c) There are special assessments levied against the unit totaling \$ 0.00, of which \$ _____ is past due, and the balance is payable per month other (describe): 22-26
- (d) In addition to the monthly and special assessments in 2b & c above, \$ 0.00 is past due and unpaid against the unit for (describe): 27-30

3. DELINQUENT ASSESSMENTS RECEIVABLE. As of 02/26/2024 (must be a date within the past 45 days) there are monthly assessments and/or special assessments against units in the association that are past due over 30 days, as follows: none; totaling \$ _____ 31-33

4. DELINQUENT ASSOCIATION OBLIGATIONS. As of 02/26/2024 (must be a date within the past 45 days) there are bills or other obligations of the _____ association which are past due over 30 days, as follows: none; totaling \$ _____ 34-36

5. FEES. The following fees are payable by unit owners: fines for violation of rules; late payments; move-in; resale certificate; record copying; parking; storage; rental of units; use of common facilities (describe): 37-40

Other: (describe): 41-43

Buyer's Initials Date Buyer's Initials Date  02/28/24 Seller's Initials Date Seller's Initials Date

CONDOMINIUM RESALE CERTIFICATE

- 6. ANTICIPATED REPAIRS OR REPLACEMENT COSTS.** 44
 - (a) There are; are not anticipated repair or replacement costs in excess of 5% of the annual budget of the association that have been approved by the board of directors. 45
46
If there are, the amount is \$ _____ 47
 - (b) The association has cash reserves for repairs and/or replacements, as follows: 48
 none; \$ 5,264.51 . If a dollar amount is filled in, then none; \$ _____ 49
of those reserves has been designated by the association for the following projects (describe): 50
51
52


- 7. JUDGMENTS AND SUITS.** There are unsatisfied judgments against the Association, as follows: 53
 none; totaling \$ _____ 54

- 8. PENDING SUITS.** There are pending suits or legal proceedings in which the association is a party: none; as follows 55
(state parties, nature of the suit(s), amounts claimed, and the status of the suit): 56
57
58

- 9. ALTERATIONS OR IMPROVEMENTS THAT VIOLATE THE DECLARATION.** There are; are not any alterations or 59
improvements to the unit or to the limited common elements assigned to the unit that violate the declaration. If there are, 60
please describe: 61
62
63

- 10. DECLARANT UNITS/OCCUPANCY.** 64
 - (a) There are 0 units in the association that are owned by the declarant/developer. 65
 - (b) The declarant/developer transferred control of the association to the unit owners on May 1983; 66
 has not transferred control of the association. 67
 - (c) Of the total number of units in the association, 2 are principal residences of the owners; _____ 68
are second or recreational homes; 1 are rented; and 1 are vacant. 69
 - (d) There is; is not any one person or entity that owns more than 10% of the total units in the association. If there are, 70
the owners' names and the number of units they own are: 71
72
73
74

- 11. CODE VIOLATIONS.** The unit, the limited common elements assigned to the unit, or any other portion of the condominium 75
 do; do not violate health or building codes. If there are any violations, please describe: 76
77
78
79

Authentisign
 02/28/24

CONDOMINIUM RESALE CERTIFICATE

12. LEASES.	80
(a) The title of the unit is held in <input checked="" type="checkbox"/> fee simple; <input type="checkbox"/> leasehold.	81
(b) There <input type="checkbox"/> is; <input checked="" type="checkbox"/> is not any leasehold estate affecting the association. If there is, please describe (including any extension or renewal provisions thereof):	82 83
	84
	85
	86
13. FINANCING APPROVAL. The condominium has been approved for financing by (check as appropriate): <input type="checkbox"/> FNMA;	87
<input type="checkbox"/> FHLMC; <input type="checkbox"/> VA; <input type="checkbox"/> FHA.	88
14. INSURANCE.	89
(a) The insurance agent for the association's master policy is:	90
Name: <u>State Farm- MARK SHAPIRO</u>	91
Address: <u>9528 State Ave Ste C, Marysville, WA, 98270</u>	92
Phone: <u>360-653-1910</u>	93
(b) Describe any insurance coverage the association provides for the benefit of unit owners (e.g. apartment furnishings, cabinets, appliances, water leaking from the unit into another unit, etc.).	94 95
	96
	97
15. WARRANTIES AND WARRANTY CLAIMS.	98
(a) The units <input type="checkbox"/> are; <input checked="" type="checkbox"/> are not covered by a qualified warranty.	99
(b) The common elements <input type="checkbox"/> are; <input checked="" type="checkbox"/> are not covered by a qualified warranty.	100
(c) Claims <input type="checkbox"/> have; <input checked="" type="checkbox"/> have not been made under the warranty. If claims have been made, for each, please describe:	101
(i) The type of claim that was made;	102
(ii) The resolution of the claim;	103
(iii) The type of repair performed;	104
(iv) The date of the repair;	105
(v) The cost of the repair; and	106
(vi) The name of the person or entity who performed the repair.	107
16. ELECTRIC VEHICLE CHARGING STATIONS. For electric vehicle charging stations located in the unit or the limited	108
common elements assigned to the unit, please describe the following.	109
(a) Application requirements and the status of any application:	110
	111
(b) Insurance information and requirements:	112
	113
(c) Maintenance responsibilities:	114
	115
(d) Associated costs, including any utility allocations:	116
	117
(e) Any other requirements:	118
	119
	120
	121
	122

 02/28/24

CONDOMINIUM RESALE CERTIFICATE

- 17. EXHIBITS.** The following exhibits must be attached: 123
- (a) Condominium declaration, and any amendments thereto, showing recording numbers. 124
 - (b) Condominium bylaws, and any amendments thereto. 125
 - (c) Condominium rules and regulations, and any amendments thereto. 126
 - (d) Annual financial statement of the association, including the audit report if it has been prepared, for the year immediately preceding the current year. 127
128
 - (e) A balance sheet and revenue and expense statement of the association, prepared on an accrual basis, which shall be current to within 120 days. 129
130
 - (f) Current operating budget of the association. 131
 - (g) Association current reserve study. Check the box that applies: 132
 - (i) The association's current reserve study is attached. 133
 - (ii) This association does not have a current reserve study. The lack of a current reserve study poses certain risks to you, the purchaser. Insufficient reserves may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair, or replacement of a common element. 134
135
136
137


18. REMARKS. (The preparer should use the following space to complete any answers and/or to provide any additional information which will affect the answers to the above questions. If more space is needed, add additional sheets) 138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153

Date: 02/26/2024 154

I certify that I am the President (Self-Managed HOA) of the association. I am authorized to make this certificate on behalf of the association. To the best of my knowledge and belief, the foregoing is true and correct. 155
156

Goat Hill Manor Condominium Association By Wael Jendli Preparer Jendli 157

To the best of my knowledge and belief, the foregoing is true and correct. 158

 [Signature] 02/27/24 159
Unit Owner/Seller

Note: Buyer understands that the real estate broker(s), if any, has not researched this information and is not qualified to advise on or interpret it. Buyer should seek independent legal, financial and/or other professional counsel with any questions or concerns. 160
161
162

I acknowledge receipt of the above Resale Certificate, including each of the exhibits listed. 163

Buyer Date Buyer Date 164

Goat Hill HOA Meeting Minutes 2/24/2024

Attendees: Russ, Wael, Lauren

Wael reviewed what costs the HOA covers: Water, sewer, common area heating, supplemental landslide, earthquake insurance policy and homeowner insurance policy for common area of building.

Lauren has requested a deposit slip in order to set-up automatic payment for HOA dues.

Action: Wael to send automatic deposit

Tony has a check to deposit from AJ and Gabby for unit 1A HOA deficit in 2023.

Action: Tony to deposit

Wael discussed upcoming insurance payments. The HOA purchases supplemental insurance: one policy for earthquake and landslide insurance and another homeowner insurance policy for the common area. Land, slide, and earthquake insurance payment is due mid March 2024. HOA homeowners insurance policy has been renewed for 2024. Cost increased \$12/month for this policy.

Action: Wael to contact to get a quote to renew the landslide and earthquake insurance policy. Wael to verify change in cost with HOA. HOA to determine whether we require a special assessment in order to cover any cost increase.

Balcony railing replacement for all units is needed. HOA will move forward with replacing the railings in 2024 Russ provided an estimate for replacement of the railing with wood structure to match the building to the north. Cost is \$3500/ unit. Wael reviewed a summary of estimates from Rescom Railing Systems for aluminum glass options. As of September 2023 cost was \$25364 or \$6341/unit. Is there a discount? Wael presented a third estimate from KB Custom Railing for aluminum railing. \$18700 total or \$4700.

Action: Wael to renew the quotes he provided from Rescom and KB Custom Railings. Wael to share updated quotes with HOA. Hold vote for special assessment

Russ and Tony plan to spring clean the property on 3/4/24. Russ and Tony will be trimming the hedge in the front, rake the backyard, cleaning gutters. Russ will bring de-moss composition to the spring cleaning date. Wael will put bark in the back area after cleaning.

Action: Wael is going to get window and gutter cleaning quotes for the building.

Tony noted that the property was in unincorporated King county for years. Currently the property is part of the city of the kirkland. Note that the red curb and no parking sign were not installed by the county or the city. Tony has a letter from the owner of the north building and himself that the curb was painted by a previous owner. Therefore visitors can parallel park along the curb with exception of 15' clearance on either side of the fire hydrant.

Tony has agreed to build a new deck in the back after retirement. Project should be initiated May, June 2024. Tony has agreed to install two floodlights in the front of the building.

Goat Hill HOA Meeting Minutes 2/4/2023

Attendees: AJ, Wael, Russ

Discussed remaining Actions from 2022

HOA Work day tasks:

1. Carport light replacement
2. Install flood lights, qty 2. Can we work this on a working day?
3. Blackberry bush trimming
4. Back area cleaning
5. Leaf blowing
6. Vacuum common area, stairwell
7. Wipe down common area surfaces, stairwell

Balcony replacement was discussed in 2022. Agreed to get estimates for railing replacement. No quotes provided in 2022.

Action: Wael to get three estimates for railing replacement.

Back deck replacement is still needed.

Action: Wael to get three estimates for back deck replacement utilize same companies for railing replacement if possible.

Discussed common area cleaning. AJ and Gabby haven't been able to maintain the area given their limited availability. Discussed continued shared responsibilities for cleaning. Attendees were open to hiring out service.

Action: Wael to get three estimates for cleaning of common area, stairwell. Talk to Steupfel's (owners of south building) about their cleaning service.

Storage of personal items in common area is getting excessive and may be in conflict with HOA CCRs Section XXI. Please consider other renters, owners when utilizing common areas for your personal item storage.

Discussed need to increase funds in HOA in order to pay for annual supplemental building insurance and other increased costs

Vote: HOA dues increase by \$100/month per unit for April 1. Russ – Yes, Wael – Yes, AJ – Yes

Result pending Tony's vote

Action: Russ to reach out to state farm to see comparable rates for supplemental earthquake and landslide insurance. Utilize existing document for cost comparison.

Pending assessment: Each unit to pay \$? in order to purchase supplemental earthquake and landslide insurance coverage for the building. 2022 Policy Cost: \$4451

Action: Tony to provide 2023 cost for supplemental earthquake and landslide insurance

HOA work day to occur in April

Action: Russ to send HOA CCRs to AJ and Gabby

Description	Summary Amt.
Beginning balance as of 12/01/2023	3927.21
Total credits	4500
Total debits	-3162.7
Ending balance as of 02/29/2024	5264.51

Date	Description	Amount	Running Bal.
12/1/2023	Beginning balance as of 12/01/2023		3927.21
12/1/2023	Monthly Fee Business	-16	3911.21
12/6/2023	PUGET SOUND ENER	-104.01	3807.2
12/7/2023	Russ Dec 2023 HOA C	400	4207.2
12/7/2023	Wael Dec 2023 HOA C	400	4607.2
12/7/2023	AJ.Gabby Dec 2023 H	300	4907.2
12/8/2023	NORTHSHORE UTILIT	-355	4552.2
12/21/2023	STATE FARM INS-IL-M	-400.58	4151.62
1/2/2024	WILLARD'S PEST CON	-80.93	4070.69
1/2/2024	Monthly Fee Business	-16	4054.69
1/5/2024	PUGET SOUND ENER	-106.28	3948.41
1/9/2024	NORTHSHORE UTILIT	-355	3593.41
1/10/2024	Wael Jan 2024 HOA D	400	3993.41
1/10/2024	Russ Jan 2924 HOA D	400	4393.41
1/10/2024	AL/Gabby Jan 2024 H	300	4693.41
1/19/2024	STATE FARM INS-IL-M	-400.58	4292.83
2/1/2024	Russ Feb 2024 HOA D	400	4692.83
2/1/2024	KIRKLAND, CITY OF-M	-437.9	4254.93
2/1/2024	Monthly Fee Business	-16	4238.93
2/5/2024	Wael Feb 2024 HOA C	400	4638.93
2/5/2024	AJ/Gabby Feb 2024 H	300	4938.93
2/5/2024	PUGET SOUND ENER	-118.84	4820.09
2/9/2024	NORTHSHORE UTILIT	-355	4465.09
2/12/2024	Tony Dec23-Jan/Feb 2	1200	5665.09
2/21/2024	STATE FARM INS-IL-M	-400.58	5264.51

CERTIFICATE OF INSURANCE

Premium \$3,500.00
Company Fee \$400.00
Broker Fee \$300.00
Inspection Fee \$200.00
State Tax \$88.00
Stamp Fee \$4.40
Total \$4,492.40

POLICY NUMBER: CA00372

RENEWAL OF: New Business

INSURED NAME MAILING ADDRESS

PRODUCER NAME AND MAILING ADDRESS

Goat Hill Manor HOA
11635 91st PI NE Unit 1-B,
Kirkland
WA, 98034

Brown & Riding
901 Fifth Ave Suite 2300
Seattle
WA, 98164

INSURING CARRIER

Contract Ref

Percentage

Great Lakes Insurance SE

RA3210A23

100%

POLICY PERIOD

From: 03/14/2023

To: 03/14/2024

both days at 12:01 am Standard Time at the Insured Mailing Address

BUSINESS DESCRIPTION

Condominiums

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AND LIMITS AS STATED IN THIS POLICY

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT

Property Premium	\$3,500.00
Policy Fee	\$400.00
Inspection Fee	\$200.00
Total	\$4,100.00

FORMS AND ENDORSEMENT(S) MADE PART OF THIS POLICY AT TIME OF ISSUE

See FTP 4029 03 21 - Schedule of Forms and Endorsements

COVERHOLDER CONTACT

SURPLUS LINE PROCURING

Mr. Lee Glaser
FTP of California, LLC
4275 Executive Square Dr, Suite 305
La Jolla
CA, 92037
U.S.A.

Brown & Riding Insurance Services, Inc
901 Fifth Ave Suite 2300
Seattle
WA, 98164
License Number: 779182

COUNTERSIGNED BY AUTHORISED REPRESENTATIVE

MORRIS GLASER

WASHINGTON. This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, enacted in 1947. It is not protected by any Washington state guaranty association law.

Dated: 3/29/2023

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law. - Brown and Riding Insurance Services, Inc. SL Lic 779182

GOAT HILL MANOR

A CONDOMINIUM

SW 1/4 SEC 30, TWP. 25 NORTH, RANGE 5 EAST, W. M.
KING COUNTY, WASHINGTON

63/106-13
REC'D F 40-20
CHMSL

8306130733

04/44-45 -

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned are all the possessors of the land herein described and declare this Survey Map and these plans and dedicate the same for Condominiums purposes solely to meet the requirements of the Horizontal Property Regimes Act for a survey map and to submit the property to the Act. The Survey Map and these Plans and any portion thereof are restricted by the law and the Declaration and Covenants, Conditions, Restrictions, and Reservations for this Condominium filed under King County Recording Number _____ on the _____ day of _____, 19____.

Dated this May 21st day of May, 1983.

George S. Niebel
George S. Niebel
Janice H. Niebel
Janice H. Niebel
Jody Chambers
Jody Chambers
Janet Chambers
Janet Chambers
Dana Courtney
Dana Courtney
Vicki E. Rohr
Vicki Rohr

LEGAL DESCRIPTION

That portion of Government Lot 5, Section 30, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the east line of Terrace Drive, as shown in the plat of Juanita Beach Camps, according to the plat thereof recorded in Volume 32 of Plats, page 25, records of said county, being the most northerly corner of Lot 22, Block 11 of said Juanita Beach Camps;
thence north 2°03'14" east 70.68 feet;
thence south 77°27'00" east 151.00 feet;
thence at right angles south 12°33'00" west 80.00 feet;
thence at right angles, north 77°27'00" west 136.18 feet to the easterly line of said Lot 22;
thence northerly along said easterly line 10.68 feet to the point of beginning;
EXCEPT the easterly 20.00 feet thereof.

Being known as Lots M & N Carr's Addition, according to the unrecorded plat thereof.

SURVEYORS CERTIFICATE

I hereby certify that this survey map and plans for GOAT HILL MANOR a Condominium, are based upon an actual survey of the property herein described, and the building as-built thereof; that the bearings and distances are correctly shown; that I have fully complied with the provisions of the Statutes governing condominiums; and that the plans fully and accurately depicts the apartment numbers, dimensions, and locations of the apartments as built.



Walter V. Swanson
Walter V. Swanson, P.L.S.
Certificate No. 15041

STATE OF WASHINGTON)
COUNTY OF KING) ss

Walter V. Swanson, being first duly sworn upon oath, deposes and says: I am the above named Land Surveyor. I have read the foregoing Land Surveyor's Certificate, know the contents thereof and believe the same to be true.

Walter V. Swanson

Subscribed and sworn to before me this 19 day of April, 1983.



James E. Greiner
Notary Public in and for the State of Washington, residing at Bellevue

ASSESSOR'S CERTIFICATE

Examined and approved this 13th day of June, 1983.
DEPARTMENT OF ASSESSMENTS

Harley H. Hopper
King County Assessor
F. Wade Katti
Deputy King County Assessor

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF KING

This is to certify that on this 27 day of MAY, 1983, before me, the undersigned, a Notary Public, personally appeared George S. Niebel, Janice H. Niebel, Jody Chambers, Janet Chambers, Dana Courtney and Vicki Rohr, to me known to be the individuals who executed the within dedication and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.

Paul J. Hammann
Notary Public in and for the State of Washington
residing at Bellevue

GENERAL NOTES:

- BUILDING TIES ARE MEASURED TO OUTSIDE FOUNDATION CORNERS AND MEASURED AT RIGHT ANGLES TO PROPERTY LINES.
- FOUNDATION DIMENSIONS ARE MEASURED ON OUTSIDE FACE OF FOUNDATION.
- OUTSIDE WALLS ARE 0.34 FEET THICK AS MEASURED FROM OUTSIDE FACE OF FOUNDATION TO INSIDE WALL SURFACE.
- PARTY WALLS ARE 0.75 FEET THICK.
- DIMENSIONS ON FLOOR PLANS ARE TO INTERIOR SURFACE OF PERIMETER WALLS OF APARTMENTS.
- ALL INDIVIDUAL DECKS, FIREPLACES, STORAGE AREAS AND PARKING ARE LIMITED COMMON AREAS.

RECORDING CERTIFICATE

Filed for record at the request of _____
this _____ day of _____
_____, 19____, at _____ minutes past _____
and recorded in Volume _____ of Condominiums, Pages _____
Records of King County, Washington.
DEPARTMENT OF RECORDS AND ELECTIONS

Manager

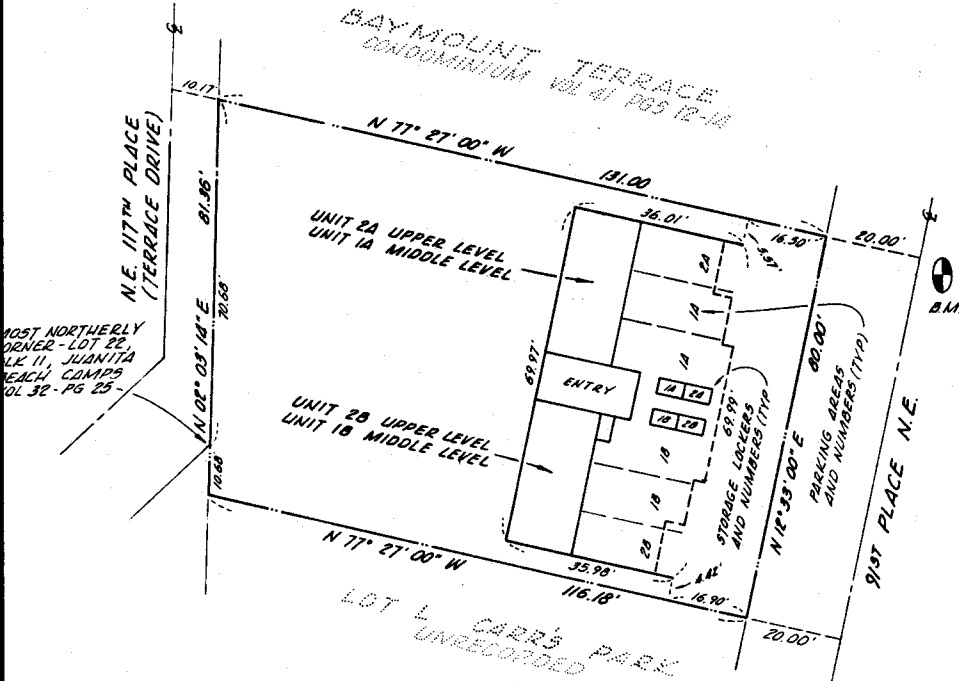
Superintendent of Records

GOAT HILL MANOR

A CONDOMINIUM
 SW 1/4 SEC 30, TWP 25 NORTH, RANGE 5 EAST, W. M.
 KING COUNTY, WASHINGTON

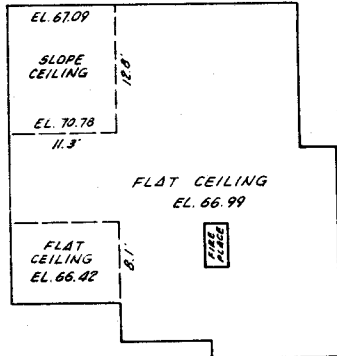
8306130733

64/44-45

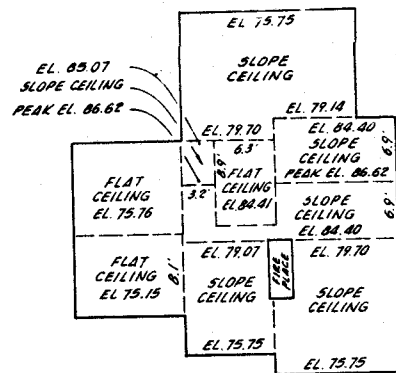


FOUNDATION LOCATION AND LOWER LEVEL FLOOR PLAN

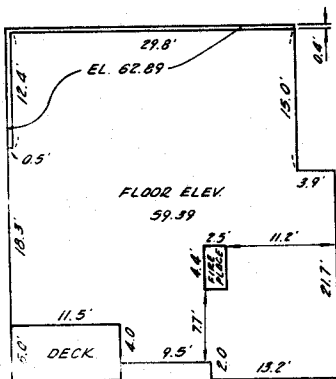
SCALE: 1"=20'
 BASIS OF BEARINGS:
 BASED ON THE PLAT OF
 JUANITA BEACH CAMPS
 DATUM: ASSUMED
 B.M. ELEV. 50.00
 NORTH BOLT TOP FLANGE BOLT
 OF FIRE HYDRANT.



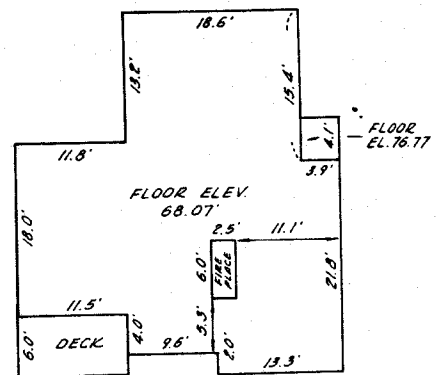
CEILING PLAN
 UNIT 1-B
 UNIT 1-A (REVERSE PLAN)



CEILING PLAN
 UNIT 2-B
 UNIT 2A (REVERSE PLAN)



FLOOR PLAN
 UNIT 1-B
 UNIT 1-A (REVERSE PLAN)



FLOOR PLAN
 UNIT 2-B
 UNIT 2A (REVERSE PLAN)

2

Nelson & McCarthy
10800 N.E. 8th
Bellevue, Wash

FILED for Record at Request of
CHICAGO TITLE INSURANCE COMPANY
1401 First Avenue
Seattle, Washington 98171

FILED for Record at Request of
8306130734

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

ESTABLISHING A CONDOMINIUM KNOWN AS

GOAT HILL MANOR CONDOMINIUMS

830613
RECD F 44.00 #0734 R
CASHSL ***44.00
22 44.00

THIS DECLARATION of Covenants, Conditions, and Restrictions, hereinafter called "Declaration," made and executed in Seattle, King County, Washington, this 8th day of June, 1983, by GEORGE SEXTON NIEBEL and JANICE HOWARD NIEBEL, husband and wife, and JOSEPH J. CHAMBERS and JANET L. CHAMBERS, husband and wife, and DANA W. COURTNEY, a single person, and VICKI E. ROHR, a single person, hereinafter collectively called "Declarant," pursuant to the provisions of the Horizontal Property Regimes Act of the State of Washington, Laws of 1963, Chapter 156, and Amendments thereto in Chapter 11, Laws of First Extraordinary Session of 1965,

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property described as follows:

That portion of Government Lot 5, Section 30, Township 26 North, Range 5, East, W.M., in King County, Washington, described as follows: Beginning at a point on the east line of Terrace Drive, as shown in the plat of Juanita Beach Camps, according to the plat thereof recorded in Volume 32 of Plats, page 25, records of said county, being the most northerly corner of Lot 22, Block 11, of said Juanita Beach Camps; thence north 2°03'14" east 70.68 feet; thence south 77°27'00" east 151.00 feet; thence at right angles south 12°33'00" west 80.00 feet;

thence at right angles north 77°27'00" west
136.18 feet to the easterly line of said
Lot 22;
thence northerly along said easterly line
10.68 feet to the point of beginning;
EXCEPT the easterly 20.00 feet thereof.

Being known as Lots M & N Carr's Addition,
according to the unrecorded plat thereof.

8306130734

WHEREAS, Declarant is the owner of certain improvements constructed upon the aforesaid premises, which property will be converted into and will therefore constitute a "Condominium Development" under the terms and provisions of the Horizontal Property Regimes Act of the State of Washington, RCW 64.32, and it is the desire and the intention of Declarant to divide the development into condominiums and to sell and convey the same to various purchasers, subject to the covenants, conditions, and restrictions herein reserved, to be kept and observed; and

WHEREAS, Declarant will file for record in the office of the King County Recorder, State of Washington, a set of plans for the condominium units, hereinafter referred to as "Plans"; and

WHEREAS, Declarant desires and intends by filing this Declaration and the aforesaid Plans to submit the above-described property and building and other improvements constructed thereon, together with appurtenances thereto, to the provisions of the aforesaid Act, and in addition, to impose upon such property mutually beneficial restrictions under the general plan of improvement of the Declaration and Plans, for the benefit of all of the said condominium development and the owners of the units therein;

4
JUN 13 1983

FILED BY CTI

8306130734

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the property described above, buildings and improvements placed thereon, are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared to be, and by acceptance of deeds or interest hereunder are agreed to be in furtherance of a plan for the improvement of said property and the division thereof in the condominium units. The covenants, conditions, and restrictions shall be deemed to run with the land and the individual units and shall be a burden and benefit upon the land and the units, and shall be binding upon any person acquiring or owning any interest in the condominium units, the real property, and improvements, their grantees, successors, heirs, executors, administrators, debtees, and assigns.

I. DEFINITIONS

Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor:

A. "Declarant" shall mean George Sexton Niebel, Janice Howard Niebel, Joseph J. Chambers, Janet L. Chambers, Dana W. Courtney, and Vicki E. Rohr;

B. "Declaration" shall mean this instrument by which the Goat Hill Manor Condominium is established as provided for under RCW 64.32 (Horizontal Property Regimes Act);

JUN 13 1983

FILED BY CTI

8306130734

C. "Development" shall mean the entire parcel of real property referred to in this Declaration to be divided into condominiums, including all structures thereon;

D. "Plans" shall mean the set of plans for the condominium units, together with a survey map filed for record herewith by Declarant;

E. "Apartment Unit" or "Unit" shall mean the elements of a condominium which are not owned in common by the owners of other units in the development as shown on the plans, including the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors bounding the apartment unit;

F. "Common Area" shall mean all land and all portions of the property not located within any apartment unit; and also includes, but not by way of limitation, roof, foundations, pipes, decks, flues, chutes, conduits, wires, and other utility installations to the outlets, bearing walls, perimeter walls, columns, and girders to the interior surfaces thereof, regardless of location, greens, gardens, storage areas, all installations of power, lights, gas, hot and cold water, and heating existing for common use, and all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use;

G. "Limited Common Area" shall mean storage spaces, parking stalls, and lanais, as identified in the plans recorded herein. The use and enjoyment of these areas shall be limited to "designated owners," provided, however, that use of the

6
JUN 13 1983

FILED BY CTI

8306130734

limited common areas shall not be so exclusive as to deprive other owners from the use and enjoyment of their portion of the "limited common areas";

H. "Condominium" shall mean the entire estate and the real property owned by any owner, consisting of an undivided interest in the common areas and ownership of a separate interest in a unit;

I. "Owner" shall mean any person with an ownership interest in a condominium in the development;

J. "Management Committees" shall mean the governing body of the development, elected pursuant to Paragraph C of Section VII hereof;

K. "Manager" shall mean the person or firm designated by the management committee to manage the affairs of the development;

L. "Mortgage" shall mean a Deed of Trust as well as a mortgage;

M. "Mortgagee" shall mean a beneficiary under or holder of a Deed of Trust as well as a Mortgagee;

N. "Record" shall mean to file a record with the office of the King County Recorder, Seattle, Washington.

II. DESCRIPTION OF BUILDING AND APARTMENTS

A. Building. Located at 11635 - 91st Place NE, is a three-story structure containing four (4) condominium units, two (2) contained on a lower level and two (2) contained on an upper level, which upper level which contains two (2) stories.

8306130734

There is also a basement containing six (6) separate parking spaces which has direct access by driveway to 91st Place N.E. The basement level also contains one (1) storage room which contains one (1) storage area for each unit owner. The enclosed parking spaces are of concrete slab construction and are accessible from 91st Place NE. The building is constructed primarily of wood with stucco exterior.

B. Lower Level Units. Units 1-A and 1-B are located on the first level above the basement. The approximate area of each lower level unit is 1,200 square feet, excluding lanai. Each unit has eight (8) rooms, including two bedrooms, one (1) master bedroom and one (1) master bathroom, main bathroom, living room, dining room, and kitchen. Each of these units has access to the common hallway and stairways leading to the entry level which is on the same level as the basement parking and street level, with direct access to 91st Place NE. The units are side-by-side. Each of these units has the exclusive right to the assigned storage area for each unit located in the basement and each unit has an assigned parking stall located in the basement level.

C. Upper Level Units. Units 2-A and 2-B are located on the second and third levels above the basement, directly above units 1-A and 1-B. Each unit has eight (8) rooms, including on the first floor two (2) bedrooms, living room, dining room,

JUN 13 1983

FILED BY CTI

(8)

8306130734

utility room, kitchen, and bathroom, and on the second floor, master bedroom and master bathroom. Each of these units has access by way of a common stairway and entry ways located on the second floor immediately above the entry ways for units 1-A and 1-B, which common stairways lead to the entry level which has direct access to 91st Place N.E. Each of these units has the exclusive right to the assigned storage area for each unit located in the basement, and each unit has an assigned parking stall located in the basement level. The approximate area of each upper level unit is 1,200 square feet, excluding lanai.

III. DESCRIPTION OF COMMON AREAS AND FACILITIES

The common areas and facilities consist of the following:

- A. Land above-described on which the building is located;
- B. The concrete foundations, columns, girders, beams, supports, main walls (excluding non-bearing interior partitions of units) and all other structural parts and roof of the building;
- C. The corridors, stairs, stairways, entrances, and exits to the building;
- D. The gardens, walkways, and driveways around and about the building;
- E. The installations of central services such as power, light, gas, and hot and cold water.

IV. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

- A. The storage rooms located in the basement are for the

8306130734

exclusive use of assigned unit owners; each storage area will be designated by the unit number;

B. The parking stalls located in the basement elevation of the building are for the exclusive use of the assigned unit owners; each parking area will be designated by unit number.

C. The lanais which connect to each unit and are for the exclusive use of the owner of the unit to which the lanai connects.

V. VALUATION AND PERCENTAGE OF
UNDIVIDED INTEREST IN COMMON AREAS

This condominium consists of four (4) units and related common and limited common areas. Each unit owner will be assigned a parking area and storage room. The total value of said project is TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00). The value of each unit is FIFTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$56,250.00).

The percentage of undivided interest in the common areas and facilities attached to each specific unit and its owner for all purposes including voting is, for each of the units, twenty five percent (25%).

VI. SERVICE OF PROCESS

Janice Howard Niebel, 11635 - 91st Place NE, Kirkland, Washington, is hereby designated as the person to receive service of process in the cases provided by law.

JUN 13 1983

FILED BY CTI

10

VII. OWNERS ASSOCIATION AND VOTING

A. All of the owners of units shall constitute the Goat Hill Manor Condominium Homeowners Association as provided by law. Natural persons, partnerships, corporations, trusts, or other lawful business entities may own or have ownership interest in said units. Said units are intended for residential purposes only.

B. The total voting power of all owners shall be One Hundred (100) votes, and the total number of votes available to the owners of any one unit shall be Twenty Five (25). If a person, corporation, or firm owns more than one (1) unit, he or it shall have the votes for each unit owned.

C. There should be one voting owner or agent for each unit. Such voting owner or agent shall be designated by the owner or owners of an unit by written notice signed by each party with an ownership interest, which notice shall be filed with the board or managing agent. The voting agent must be either an owner or an occupier of at least one unit. Any designation of voting owner or agent may be revoked at any time by any one of the parties with an ownership interest in the unit upon written notice filed with the board or manager and shall be deemed revoked when the board or manager receives actual notice of the death or judicial declaration of incompetency of the owner or one of the owners of an unit or of the conveyance by such owner of the unit. In situations where

8306130734

JUN 13 1983

FILED BY CTI

11

8306130734

there is more than one owner and where no designation of voting owner or agent has been made, each owner of the unit shall be entitled to the same percentage of the unit's votes as his or her ownership interest. Declarants shall be entitled to cast the vote of any unit owned by Declarants.

D. In the event that a notice of default is recorded by any mortgagee who holds a mortgage which is a first lien on a condominium against the owners of the condominium covered by the mortgage, then and in that event and until the default is cured, the right of the owner of such condominium to vote shall be transferred to the mortgagee recording the notice of default, and the mortgagee shall be bound by this Declaration and its provisions as was the owner, except as otherwise specifically provided in this Declaration. Amendments to this paragraph shall only be effective on the written consent of all the voters and their respective mortgagees, if any.

E. In the event of a contract sale of an unit, contract purchaser shall be the party entitled to cast a vote for the unit unless the contract specifically reserves the voting power regarding special matters to the vendor and a copy of the contract with a statement of special items as to which the vote is reserved is filed with the board or manager, in which case, only the vote of the vendor or his agent will be recognized with regard to the special matter so reserved. Amendments to this paragraph shall only be effective upon the written consent of all the voting owners and their respective vendors, if any.

(12)

JUN 13 1983

FILED BY CTI

8306130734

VIII. QUORUM - MEETINGS

A. The presence at any meeting in person or by proxy of unit owners or their agents having Seventy Five percent (75%) of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the owners in accordance with the notice provisions of the Declaration. Unless otherwise provided in this Declaration, no action may be taken with the affirmative votes of Seventy Five percent (75%) of the total votes. Owners may vote in person or by proxy.

B. There should be an annual meeting of the owners in the first quarter of each year at such reasonable place and time as may be designated by written notice of the board, delivered to the owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, the board shall present an audit of the common expenses, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each owner, and the estimated common expenses for the coming year. Within ten (10) days after the annual meeting, a statement summarizing the audit shall be delivered or mailed to the owners not present at said meeting. The board, at any time, or twenty-five percent (25%) of the owners upon written request, may require that an audit of the homeowners association and management books be presented at a

JUN 13 1983

FILED BY CTI

13

8306130734

special meeting. An unit owner, at his own expense, may at any reasonable time, make an audit of the books for the board and manager.

C. Special meetings of the owners may be called at any time for the purpose of considering matters which by the terms of the law or of this Declaration require the approval of all or some of the owners or for any reasonable purpose. Said meeting shall be called by written notice, signed by a majority of the board or by the owners having one-third (1/3) of the total votes and delivered not less than ten (10) days prior to the date fixed for said meeting. Said notices shall specify the date, time, and place of the meeting and the matters to be considered at such meeting.

IX. NOTICES

A. Any notice permitted or required to be delivered as provided herein shall or may be delivered either personally or by mail. If delivery is made by mail, such notice shall be deemed to have been delivered forty-eight (48) hours, excluding Sundays and holidays, after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person entitled to such notice at the address given by each person to the board or manager in writing for the purpose of service of such notice. Notice to the owner or owners of a unit shall be sufficient if mailed to the unit of such person or persons if no other mailing address has been given to the

JUN 13 1983

FILED BY CTI

(14)

8306130734

manager or board by any other person so entitled. Such address may be changed from time to time by notice in writing to the board or to the manager. Notice to be given to the manager or board may be given to Declarant until such time as the association and board have been constituted or manager employed, and thereafter shall be given to such manager or to the Chairman or Secretary of the board.

B. Upon written request therefor, and for a period of ten (10) years after such request, the vendor, mortgagee, or Deed of Trust beneficiary of any unit shall be entitled to be sent a copy of any notices respecting the unit covered by such security instrument until the written request is withdrawn or the security right is changed.

X. BOARD OF DIRECTORS OF HOMEOWNERS ASSOCIATION

A. Composition. There shall be one (1) director chosen by the owners of each unit. The director so chosen shall be an owner or resident of an unit, but need not be the same person as the voting owner or agent. Each director shall serve until another director is designated by a majority of the unit's ownership unless he or she is disqualified by reason of physical or mental capacity (to be determined unanimously by the other board members), sale of the unit, or termination of residence in the unit. Designation of directors shall be made in writing to the Board of Directors and signed by a majority of the ownership of the unit making the designation.

8306130734

B. Vacancies. When any vacancy occurs, either by resignation or disqualification of a director, the owners of the relevant unit shall have thirty (30) days to designate another director. If they fail to do so, the remaining directors may, but need not, choose another director to serve until the relevant owners make their designation.

C. Proceedings. Three (3) members of the board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the board. From its membership, the board shall elect a president of the board and the association who shall preside over both its meetings and those of the owners. The board shall additionally elect a vice president, a secretary, and a treasurer. Meetings of the board may be called, held, and conducted in accordance with this Declaration and such bylaws and regulations as the board may adopt. The board may also act without a meeting by unanimous written consent of its members as evidenced by their signature of any minutes or resolutions of the board.

XI. AUTHORITY OF THE BOARD

The board, for the benefit of the condominium and the owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the common expenses fund hereinafter provided for, the following:

A. Water, sewer, garbage collection, electrical, and other necessary utility services for the common areas (and to

JUN 13 1993

FILED BY CTI

16

8306130734

the extent not separately metered or charged, for the units);

B. Policies of insurance as the same are more fully set forth in Paragraph XXVI. of this Declaration;

C. The services of a person or firm to manage the affairs of the condominium (herein called the "manager") to the extent deemed advisable by the board, as well as such other personnel for the operation of the common areas, whether such personnel are employed directly by the board or are furnished by the manager;

D. Legal and accounting services necessary or proper in the operation of the association affairs, administration of the common areas, or the enforcement of this Declaration;

E. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the board is required to secure by law, or which, in its opinion, shall be necessary or proper for the operation of the common areas or for the enforcement of this Declaration;

F. Maintenance and repair of any unit, if such maintenance or repair is reasonably necessary in the discretion of the board to protect the common areas or preserve the appearance and value of the condominium development and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair

JUN 13 1966

FILED BY CTI

17

8306130734

delivered by the board to said owner or owners, provided that the board shall levy a special assessment against the unit of such owner or owners for the cost of said maintenance or repair.

G. The board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which is claimed to or may, in the opinion of the board, constitute a lien against the property or against the common areas, rather than merely against the interest therein of any particular owner. Where one or more owners is responsible for the existence of such lien, he or they shall be jointly and severally liable for the cost of discharging it, and any costs and expense incurred by the board by reason of such lien or liens shall be assessed against the owners and the units responsible to the extent of their responsibility.

XII. BOARD POWERS, EXCLUSIVE

The board shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made from the common fund.

XIII. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS-LIMITATIONS

The board shall make no alterations, capital additions to, or capital improvements of the common areas or individual units requiring an expenditure in excess of ONE THOUSAND DOLLARS (\$1,000.00) without prior approval of the owners holding Seventy Five percent (75%) of the total votes. Any structural alterations to units or changes of unit configurations are governed by Section XX. hereof.

18

JUN 18 1983

FILED BY CTI

XIV. COMMON EXPENSES--ASSESSMENTS

8306130734

A. Within thirty (30) days prior to the beginning of each calendar year, the board shall estimate the net charges to be paid during such year and may include a reasonable provision for contingencies and replacement and acquisition and operating reserves, less any expected income and any surplus available from the prior year's fund; provided, that Declarant or the initial board may at any suitable time establish the first such estimate. Said estimated requirement shall be assessed to units and the owner or owners thereof pursuant to the percentage of individual interest in the common areas and facilities set forth in Section V. of this Declaration. If said sum estimated proves inadequate for any reason, including non-payment of any owner's assessment, the board may at any time levy a further assessment, which shall be assessed to the owners in like proportions. Each owner shall be obligated to pay assessments made pursuant to this paragraph to the treasurer or manager for the association in equal monthly installments on or before the first day of each month during such year or in such other reasonable manner as the board shall designate, and any unpaid assessments shall bear interest at the rate of Twelve percent (12%) per annum from due date until paid.

B. All funds collected hereunder shall be held for the purposes designated herein.

8306130734

C. The board shall require that the association maintain separate accounts for the current operations, and reserves.

D. The omission by the board, before the conclusion of any year, to fix assessments hereunder for that next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of owner from the obligation to pay the assessments, or installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

E. The manager or board shall keep detailed accurate records in the form established by the association accountant of the receipts and expenditures of the association affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred. Such records and any resolutions authorizing payments involved shall be available for examination by owners at convenient hours of weekdays.

XV. DEFAULT IN PAYMENT OF ASSESSMENTS
COLLECTION-NOTICE OF OBLIGATION

A. Nature of Obligation. Each monthly assessment and each special assessment shall be separate, joint, and personal debts and obligations of the owner or owners of units for which the same are assessed at the time the assessments are made and shall be collectable as such. Suit to recover a judgment for unpaid common expenses shall be maintainable without

JUN 18 1983

FILED BY CTI

(20)

8306130734

foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the owner of any unit, plus interest specified above, and costs, including reasonable attorney fees, shall be a lien upon such unit. The said lien for payment of common expenses shall have priority over all other liens and encumbrances, except tax liens in favor of any assessing unit and/or special district and sums unpaid on all mortgages of record.

B. Certificate of Indebtedness. A certificate executed and acknowledged by the treasurer or president of the board or by the manager if neither the president nor treasurer is available, stating the indebtedness or lack thereof secured by the lien upon any unit created hereunder, shall be conclusive upon the board and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or any encumbrancer or prospective encumbrancer of a unit within a reasonable time after request, in recordable form, at a reasonable fee, not to exceed Ten Dollars (\$10.00). Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancers shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

JUN 13 1983

FILED BY CTI

21

8306130734

C. Security Deposit. An unit owner other than a mortgagee of the condominium who has taken possession of any unit pursuant to the exercise of his security interest may be required by the board of the association of unit owners from time to time to make a security deposit not in excess of three (3) months estimated monthly assessments, which may be collected as are other assessments. Such deposit shall be held in a separate fund, credited to such member, and resort may be had thereto at any time when such member is ten (10) days or more delinquent in paying his monthly or other assessments.

D. Foreclosure of Assessment Lien - Attorney Fees and Costs. The board, on behalf of the Goat Hill Manor Condominium Homeowners Association, may initiate action to foreclose the lien of any assessment. In any action to foreclose a lien against any unit for non-payment of delinquent assessments, any judgment rendered against the owner in favor of the association shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

E. Foreclosure of Assessment Lien - Payment of Rental Value. From the time of commencement of any action to foreclose a lien against an unit for non-payment of delinquent assessments, the owner of such unit shall pay to the association the reasonable rental value of said unit to be

8306130734

fixed by the association board, and the plaintiff in any such foreclosure shall be entitled to the appointment of a receiver to collect the same, who may, if said rental is not paid, obtain possession of the unit, refurbish it for rental up to a standard for rental units in this type of building, rent or permit the rental to others, and apply rents first to costs of the receivership and attorney fees thereof, then to costs of refurbishing the unit, then to public charges, then to the association to pay delinquent assessment charges.

F. Termination of Utility Services. In addition to and not by way of limitation upon other methods of collecting any assessments, the association shall have the right, after having given ten (10) days notice to any unit owner who is delinquent in paying his assessments, to cut off any or all utility services to the delinquent owner's unit until such assessments are paid.

G. Renter or Lessees in Possession. If an unit is rented to another by its owner, the board may collect and the tenant or lessees shall pay over to the board so much of the rent thereof as is required to pay any amounts due the board hereunder, plus interest and costs, if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the board, and such payment will discharge the lessee's or renter's duty of payment to the owner, but will not operate to discharge the continuing

8306130734

obligation of the owner under this Declaration for assessments, nor operate as an approval of the lease. The board shall not exercise this power where a receiver has been appointed.

H. Remedies Cumulative. The remedies provided are cumulative and the board may pursue them concurrently, as well as any other remedies which may be available under law, although not expressed herein.

XVI. MORTGAGE PROTECTION

A. Notwithstanding all othe provisions hereof, the liens created hereunder upon any unit for assessments shall be subject and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by mortgages or deeds of trust upon the unit made in good faith and for value, provided that after the foreclosure of any such mortgage or deed of trust, there may be a lien created pursuant to the provisions hereof upon the interest of the purchaser at such sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein, all as provided in RCW 64.32.200.

B. In the event that professional management is employed by the association, institutional first mortgagees of units or institutional deed of trust beneficiaries will be given at least thirty (30) days notice of any contemplated change in the professional manager.

JUN 13 1983

FILED BY CTI

(24)

8306130734

C. Except when acting pursuant to the provisions of the Act involving damage or destruction, the association shall not, without the consent of all institutional first mortgagees and institutional deed of trust beneficiaries of any unit, seek to abandon the condominium status of the project.

D. The association shall not partition or subdivide any unit or the common elements of the project or accept any proposal to do so without the prior approval of all institutional first mortgagees or institutional deed of trust beneficiaries of any unit directly affected.

E. The association shall not change the percentages of interest for the purpose of changing the levying of assessments and charges and determining shares in the common elements and project proceeds without the prior approval of all institutional first mortgagees or institutional first deed of trust beneficiaries of any unit.

F. No amendment of this Declaration shall be effective to modify, change, limit, or alter the rights expressly conferred upon mortgagees in this instrument with respect to any unsatisfied mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such mortgage.

XVII. CONDEMNATION

A. Consequence of Condemnation; Notices. If any unit or portion thereof or the common areas and facilities or any portion thereof is made the subject matter of any condemnation

8306130734

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 unit owner and to each institutional first mortgagees or institutional deed of trust beneficiaries, and the provisions of this Section XVII. shall apply.

B. 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.

C. 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.

8306130734

D. 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:

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.

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.

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

4. The amount allocated to the taking of or injury to a particular unit or improvements an owner had made within the owned unit shall be apportioned to the unit.

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.

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 each unit as it is relevant and applicable.

8306130734

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

E. Reconstruction/Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section XXVII for repair of damage, provided that the board may retain and apportion that 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 Section XXVII.

XVIII. DELEGATION TO MANAGER

The board may delegate any of its duties, powers, or functions, including but not limited to the authority to give the certificate provided for herein to any person or firm to act as manager of the condominium, provided that any such delegation shall be revocable immediately upon notice by the board. The members of the board shall not be liable for any omission or improper exercise by the manager of any such duty, power, or function so delegated. In the absence of any appointment, the president of the board may act as manager.

XIX. OWNER'S OBLIGATION TO REPAIR: LANAIS, PARKING SPACES, AND STORAGE ROOMS

A. Each unit owner shall, at the said owner's expense, keep the interior of his unit and its equipment and appurtenances in good order, condition, and repair, and in a clean and sanitary condition, and shall do all redecorating,

(28)

JUN 13 1983 FILED BY CTI

8306130734

painting, and provide all upkeep which may at any time be necessary to maintain the good appearance and condition of his/her unit. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, heating fixtures, lighting fixtures, refrigerators, dishwashers, disposals, washers, dryers, or ranges that may be in or connected with the unit.

B. The owner shall also, at the owner's expense, keep the lanais and parking areas together with the storage areas which have been assigned to his/her unit in a clean and sanitary condition and is generally responsible for their maintenance. The association and/or manager shall not be responsible to the owner for loss or damage by theft or otherwise of articles which may be kept or stored by the owner in such storage space, parking space, lanai, or unit.

C. The owner shall not modify, paint, or decorate any portion of the exterior of the buildings or other common areas or any portion of the lanais or parking space without first obtaining written consent of the board. In order to maintain a uniform pleasing architectural appearance, the owners agree that the board may require the painting of such lanai, parking space, or storage area and regulate the type and color paint to be used and may contract for painting of all lanais, storage areas, or parking areas as a common expense.

JUN 13 1983

FILED BY CTI

(29)

XX. PROVISIONS REGARDING MODIFICATION OF APARTMENTS:
SUBDIVIDING AND COMBINING

A. The owner shall not, without first obtaining written consent of the board, make or permit to be made any structural alteration, improvement, or addition in or to his unit or in or to the exterior of the buildings or common or limited common areas. The owner shall do no act nor any work that will impair the structural soundness or integrity of the building or safety of the property or impair any easement or hereditament without the written consent of all owners.

B. Subdivision and/or combining of any unit or units, common areas, and facilities, or limited common areas and facilities are authorized only as follows: Any owner of an unit or units may propose such subdividing and/or combining in writing, together with complete plans and specifications for accomplishing the same prepared by a registered architect, engineer, or surveyor, and a proposed amendment to the Declaration covering such subdividing or combining to every other unit owner. Upon written approval of such proposal and signature of the amendment to the Declaration by every other owner, the owner making the proposal may proceed according to such plans and specifications. The changes in the survey map, plans, and Declaration shall be placed of record as amendments to the survey map, plans, and Declaration of the condominium. This section is subject to Section XXI. hereof.

8306130734

JUN 13 1980

FILED BY CTI

(26)

XXI. LIMITATION ON USE OF UNITS AND COMMON AREAS

The units and common areas shall be occupied and used as follows (references to common areas shall include limited common areas):

A. No owner shall occupy or use his unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private single family residence for the owner and the owner's family or the owner's lessees or guests, except as otherwise expressly provided herein.

B. No more than two (2) people under the age of 18 may reside in any one unit.

C. There shall be no obstruction of the common areas. Nothing shall be stored in the common areas without the prior consent of the board. Children shall not be allowed to play in the common areas.

D. Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance on the common areas without the prior written consent of the board. No owner shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on any unit or any part of the common areas or which would be in violation of any law. No waste will be committed in the common areas.

E. No sign of any kind shall be displayed to the public view on or from any unit of the common areas without the prior consent of the board.

8306130734

JUN 13 1983

FILED BY CTI

31

8306130734

F. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas, except no more than one small dog or cat or other household pet may be kept in the units, subject to rules and regulations adopted by the board and upon approval of the board.

G. No noxious or offensive activity shall be carried on in any unit or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

H. Nothing shall be altered or constructed in or removed from the common areas except upon the written consent of the board.

I. The board may adopt rules regarding the above use limitations both for units and the common areas. There will be no violation of such rules adopted by the board and furnished in writing to the owners.

XXII. ENTRY FOR REPAIRS

The board or its agents may enter any unit when necessary in connection with any mainenance, landscaping, or construction for which the board is responsible. Such entry shall be made with as little inconvenience to the owners or occupiers as practicable. Prior written notice must be given to the occupier except in emergencies. Any damages caused thereby shall be repaired by the board out of the common expense fund if the entry was for the purpose of maintenance or repairs to

JUN 18 1983

FILED BY CTI

32

common areas or another unit where the repairs to the other unit were undertaken by the board.

**XXIII. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE:
NO WAIVER**

8306130734

The failure of the board or manager to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or to exercise any right or option herein contained or to serve any notice or to institute any action shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition, or restriction, but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the board or manager of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the board or manager of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by the board or manager.

XXIV. LIMITATION OF BOARD AND ASSOCIATION LIABILITY

The board shall not be liable for any failure of any utility or other service to be obtained and paid for by the board hereunder or for injury or damage to person or property caused by the elements or resulting from electricity, water, rain, dust, or sand which may leak or flow from outside or from any parts of the buildings or from any of its pipes, drains, conduits, appliances, or equipment or from any other place. No diminution or abatement of common expense assessments shall be

8306130734

claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or from any action taken to comply with any law, ordinance, or orders of a governmental authority. This exemption extends to the entire association as well as the board. This section shall not be interpreted to impose any form of liability by any implication upon the board or the association.

XXV. INDEMNIFICATION OF BOARD MEMBERS

Each member of the board shall be indemnified by the owners against all expenses and liabilities including attorney fees reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which the member may become involved by reason of his/her being or having been a member of the board, or any settlement thereof, whether or not he/she is a member of the board at the time such expenses are incurred, except in such cases wherein the member of the board is adjudged guilty of willful misfeasance or malfeasance in the performance of his/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 interest of the association.

XXVI. INSURANCE

The board shall obtain and maintain at all times insurance of the type and kind and in at least the amount provided herein and shall also provide insurance for such other risks of a

JUN 13 1983

FILED BY CTI

34

8306130734

would decrease the amount which the board, on behalf of all of the owners, will realize under any insurance policy which the board may have in force on the condominium at any particular time. Each owner is required and agrees to notify the board of all improvements by the owner to his unit, the value of which is in excess of One Thousand Dollars (\$1,000.00). Any owner who obtains individual insurance policies covering any portion of the condominium other than personal property belonging to such owner is hereby required to file a copy of such individual policy or policies with the board within thirty (30) days after purchase of such insurance, and the board shall immediately review its effect with the board's insurance broker, agent, or carrier.

XXVII. DAMAGE AND DESTRUCTION

In case of fire, casualty or any other disaster covered by the insurance policies causing any damage or destruction to any units or common areas, the insurance proceeds shall be applied toward the reconstruction of the buildings. Reconstruction, as used in this Section, means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each unit and the common areas having the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations may be made. Such

JUN 13 1983

FILED BY CTI

28

8306130734

similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other condominium developments similar in construction, design, and use. The insurance policies shall insofar as reasonably possible be governed by the following minimum provisions, and such insurance shall be on a master policy basis covering the entire condominium development:

A. A policy or policies of fire insurance with extended coverage for full insurable replacement cost covering each of the units individually, the buildings as a whole, and the common areas, or such other fire and casualty insurance as the board shall determine gives substantially equal or greater protection to the owners and their mortgagees, as their respective interests may appear. The policy or policies shall provide for separate protection for each unit to the full insurable replacement cost thereof and provide for separate loss payable enforcements in favor of any vendor, mortgagee or mortgagees, or deed of trust beneficiary of each unit.

B. The board of the Goat Hill Manor Condominium Homeowners Association and/or the Declarant exercising the authority of the board and managing the property during the initial phase of the condominium operation shall be designated in the policy as named insured and as trustee for each of the unit owners of the condominium in the percentages established in this Declaration with authority to adjust any loss and

JUN 13 1983

FILED BY CTI

25

8306130734

receive payment of insurance proceeds for the benefit of all unit owners as their respective interest may appear. The board and/or Declarant as trustee shall deal with such proceeds as provided in this Declaration or as provided by law.

C. A policy or policies insuring the Declarant, the association, the board, the individual owners, and the manager against any liability to the public or to the owners of units, their guests, invitees, or tenants for property damages or bodily injury incident to the ownership or use of the common areas or units. Limits of liability under such insurance shall be set by the board. Said policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured, or other equivalent coverage of liability of the association or owners to another owner.

D. All of the insurance policies described and the coverages set forth therein shall be reviewed at least annually by the board, and the board shall request of the agent or insurance carrier annual or more frequent updating of valuations so that the fire insurance policies continuously reflect full replacement cost and the liability policies provide for adequate coverage.

36

JUN 19 1982

FILED BY CTI

8306130734

E. Workmen's compensation coverage or employer's liability insurance to the extent necessary to comply with any applicable laws.

F. All policies shall be written with a company licensed to do business in the State of Washington and holding a rating of "AAA" or better by Best's Insurance Reports.

G. A fidelity bond naming the board and the manager, and such other persons as may be designated by the board as principals, and the association and board as obligees, in amounts specified in the bylaws, shall be obtained to protect the funds of the association and the assessments being collected.

H. The policies shall provide that the master policy on the condominium cannot be cancelled, invalidated, or suspended on account of the conduct of any officer or employee of the board or manager without a prior demand in writing that within a reasonable time the board or manager cure the defect or obtain cessation of the conduct.

I. The policies shall provide that "no other insurance" clause in the master policy exclude individual owner's policies from consideration.

Each owner may obtain additional insurance for his unit as provided in RCW 64.32.220 and 64.32.010(1) at his own expense; provided, however, that no owner shall be entitled to exercise his right to maintain insurance coverage in any manner which

JUN 18 1985

FILED BY CTI

37

8306130734

reconstruction shall be accomplished by the board, or the manager at the board's direction shall have the authority to employ an architect, advertise for bids and let contracts to contractors and others as required to effect the reconstruction. The board may authorize the insurance company to proceed with the reconstruction upon satisfaction of the board that such reconstruction will be appropriately carried out.

If the insurance proceeds are insufficient to repair or reconstruct the building or buildings, damage to or destruction of the buildings shall nevertheless be promptly repaired and restored by the board, utilizing available insurance funds, and all unit owners shall be liable equally for assessment for any deficiency as a common expense.

If seventy-five (75%) percent of the one hundred (100%) percent voting shares of said owners vote to avoid the provisions of this section and determine not to rebuild, repair or restore the building, then it shall be considered a decision not to rebuild. In the event of a decision not to rebuild, the board may nevertheless expend such of the insurance proceeds as may be necessary to remove the remains of building and place the site in condition required by any applicable governmental rule or regulation, or in such condition as the board may determine is necessary to reasonably protect the owners from liability from the condition of the site, and the funds shall

JUN 13 1988

FILED BY CTI

thereafter be held and distributed as provided by statute. In case of conflict between this section and RCW 64.32.230, the latter prevails.

XXVIII. ENFORCEMENT

Each owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations and bylaws passed hereunder, as the same may be lawfully amended from time to time, and with decisions adopted pursuant to said Declaration and administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the board or manager on behalf of the owners, or in a proper case, by an aggrieved owner.

XXIX. INTERPRETATION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium development.

XXX. AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

A. Amendments to the Declaration shall be made in an instrument in writing entitled "Amendment to Declaration of Goat Hill Manor Condominiums" which sets forth the entire amendment. Notice of any proposed amendment must be given to

8306130734

JUN 18 1988

FILED BY CTI

40

8306130734

all owners of units as provided herein and any proposed amendment must be approved prior to its adoption by a majority of the Board of Directors of the Association. Amendments may be adopted at a meeting of the owners if more than seventy-five (75%) percent of voting shares of the owners vote for such amendment, or without meeting if seventy-five (75%) percent of voting shares of the owners consent in writing to such amendment. In all events, the amendment shall bear the signature of the President of the board of the Association and shall be attested by the Secretary, who shall state whether the amendment was properly adopted and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording in the office of the King County Auditor. Any decision changing the values and percentage of interest expressed herein shall require the unanimous consent of the unit owners. It is specifically covenanted and understood by any parties accepting ownership interest in unit under this Declaration that any amendment to this Declaration properly adopted and filed will be completely effective to amend any or all of the covenants, conditions and reservations contained herein which may be affected and any or all clauses of this Declaration.

B. Subject to the provisions of Section XXX (A) hereof, the Survey Map and Plans may be amended by revised versions thereof referred to and described as to effect in an amendment

41
JUN 13 1983

FILED BY CTI

8306130734

to the Declaration adopted as provided for herein. Copies of any proposed amendment to the Survey Map and Plans shall be made available for the examination of every owner. Such amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the files of the King County Auditor.

XXXI. BYLAWS

Bylaws for the administration of the Goat Hill Manor Condominium Homeowners Association, and the property, and for other purposes not inconsistent with the law or with the terms or intent of this Declaration, shall be adopted by the Association by majority vote at a meeting to be held for that purpose. Notice of the time, place and purpose of such meeting shall be delivered to each unit owner at least ten (10) days prior to such meeting. Amendments to the bylaws may be adopted by the same vote at a meeting similarly called.

XXXII. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

JUN 13 1983

FILED BY CTI

(42)

8306130734

XXXIII. EFFECTIVE DATE

This Declaration shall take effect upon recording.

XXXIV. REFERENCE TO SURVEY MAP AND PLANS

The set of Plans of the building referred to herein were filed with the Auditor of King County, Washington, simultaneously with the recording of this Declaration under Auditor's File No. 830613 0733 in Volume 64, pages 44 & 45 of Condominiums.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 8 day of June, 1983.

DECLARANTS:

<u>George Sexton Nibel</u>	<u>Joseph J. Chambers</u>
<u>Janice Howard Nibel</u>	<u>Dana W. Courtney</u>
<u>Janet L. Chambers</u>	<u>Vicki E. Rohr</u>

STATE OF WASHINGTON)
)
COUNTY OF)

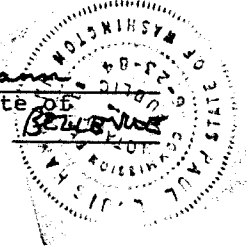
On this day personally appeared before me GEORGE SEXTON NIEBEL, JANICE HOWARD NIEBEL, JOSEPH J. CHAMBERS, JANET L. CHAMBERS, DANA W. COURTNEY, and VICKI E. ROHR, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their

free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8TH day of JUNE, 1983.

Paul A. Hamann

Notary Public for the State of Washington; residing at Bellevue



8306130734

4038C/lb

(44)

JUN 13 1983

FILED BY CTI

181.157-3

WTR

1140

ADDENDUM TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING
 A CONDOMINIUM KNOWN AS
GOAT HILL MANOR CONDOMINIUMS

Recorded on June 13, 1983 under King County auditor's file number 8306130734.

This addendum is made in accordance with Section XXX, paragraph A of the Declaration.

ARBITRATION AGREEMENT

If an unresolved dispute occurs between owners in regards to the Declaration of Covenants, Conditions and Restrictions or any Homeowner Association business, the owners agree to the following:

1. No legal action will be used to settle the dispute.
2. The services of a third party arbitrator will be used to settle the dispute.

9408100840

940810-0840 11:33:00 AM KING COUNTY RECORDS 005 TRS 11.00

ADDENDUM APPROVAL
FOR ARBITRATION AGREEMENT

Addendum approved by the following homeowner:

9400100840

George S. Niebel
George S. Niebel
Niebel

OWNER/OCCUPANT
Board Position

STATE OF WASHINGTON, }
County of King } ss.

I hereby certify that I know or have satisfactory evidence that George S. Niebel

is the person who appeared before me and said person acknowledged that (he) signed this instrument and acknowledged it to be a voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8/8/94



Brandi L. Jensen Brandi L. Jensen
Notary Public in and for the State of Washington,
residing at Snohomish

My appointment expires 11/29/94

A-9 INDIVIDUAL

ADDENDUM APPROVAL
FOR ARBITRATION AGREEMENT

Addendum approved by the following homeowner:

9408100840

Linda Mitchell
Linda Mitchell

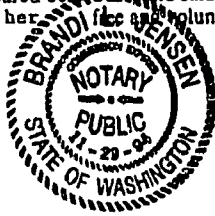
Sec / Treas
Board Position

STATE OF WASHINGTON, }
County of King } ss.

I hereby certify that I know or have satisfactory evidence that Linda Mitchell

is the person who appeared before me, and said person acknowledged that (she) signed this instrument and acknowledged it to be her voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8/8/94



Brandi L. Jensen Brandi L. Jensen
Notary Public in and for the State of Washington,
residing at Snohomish

My appointment expires 11/29/94

A-9 INDIVIDUAL

ADDENDUM APPROVAL
FOR ARBITRATION AGREEMENT

Addendum approved by the following homeowner:

9408100840

Jan Leavitt
Jan Leavitt

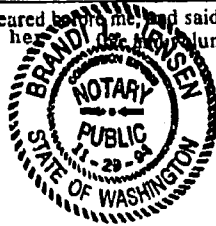
H.O. Association
Board Position

STATE OF WASHINGTON, }
County of King } ss.

I hereby certify that I know or have satisfactory evidence that Jan Leavitt

is the person who appeared before me, and said person acknowledged that (she) signed this instrument and acknowledged it to be her voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8/8/94



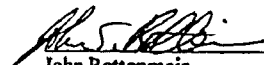
Brandi L. Jensen Brandi L. Jensen
Notary Public in and for the State of Washington,
residing at Snohomish

My appointment expires 11/29/94


A-9 INDIVIDUAL

ADDENDUM APPROVAL
FOR ARBITRATION AGREEMENT

Addendum approved by the following homeowner:



John Rettenmeir
John S. Rettenmeir



Board Position

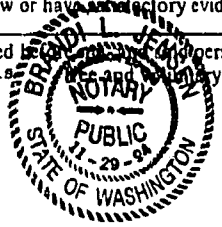
9408100840

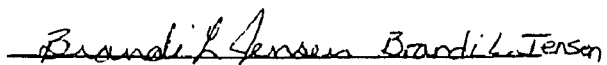
STATE OF WASHINGTON, }
County of King } ss.

I hereby certify that I know or have satisfactory evidence that John Rettenmeir

is the person who appeared before me and acknowledged that (he) signed this instrument and
acknowledged it to be his own voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8-9-94





Notary Public in and for the State of Washington,
residing at Snohomish

My appointment expires 11-29-94

A-7 INDIVIDUAL



Viacom Cablevision

LETTER OF AGREEMENT

(BULK RATE ACCOUNT)

AGREEMENT dated this 10 day of June, 1983, by and between VIACOM CABLEVISION (henceforth CABLEVISION), and Goat Hill Manor Homeowners Association (henceforth OWNER).

1. OWNER hereby grants to CABLEVISION the exclusive right to install, own, operate and maintain a Community Antenna Television System (hereinafter referred to as CATV SYSTEM), within and for the residents of the apartment or condominium building or buildings consisting of 4 units, located at 11635 N.E. 91st Pl in the City of Kirkland, State of Washington, legally ~~described~~ hereto: #0655 A
 The S.W. 1/4 of Section 30, T 26 N, R 5 E
 OWNER shall provide, without charge to CABLEVISION, adequate space and electricity and the right of access for installation, maintenance, sales and disconnects for the CATV SYSTEM.
2. CABLEVISION shall install, own, and maintain the CATV SYSTEM in the buildings described above. The ownership of all parts of the CATV SYSTEM, except wiring and conduit actually installed in the building or underground by the OWNER, shall be and remain the property of CABLEVISION.
3. A monthly service charge shall be billed by CABLEVISION directly to the OWNER. Only one bill will be submitted for the total monthly service for all units, which shall be computed as follows: The total monthly service charge will be \$ 33.00. Billing to commence on the day service is activated to the first occupied unit.
4. *The following applies only if agreement is in force for more than 24 months: after the initial 24 month period, beginning with the date of first billing, the monthly service rate may be increased by Cablevision by an amount not to exceed the proportionate rate of increase to the community at large. Any increase in regular service rates will result in the same percentage of increase being added to the monthly service charge being billed to the owner.
5. CABLEVISION assumes responsibility for any damages that may be caused to the buildings or their contents as a result of the installation or operation of this system.
6. This agreement shall remain in force until July 1st, 1985, after which it shall ~~continue on a month-to-month basis unless terminated by written notice to the other, giving 90 days notice, provided, however, CABLEVISION may terminate this Agreement without prior notice to the OWNER if CABLEVISION is unable to install, or maintain the CATV SYSTEM because of any governmental law, rule or regulation, or due to any other cause beyond the reasonable control of CABLEVISION.~~
7. This Agreement supersedes all previous agreements, if any, between the parties.
8. The benefits and obligations of this Agreement shall be considered as covenant running with the land and shall inure to and be binding upon the successors, assigns, heirs, and personal representatives of the parties.

8405080655

RECD F 3.00
CASHSL *****3.00
11

IN WITNESS WHEREOF the parties have executed this agreement the date first above written.

VIACOM CABLEVISION

By Arden Tyler
TITLE General Manager

STATE OF WASHINGTON

COUNTY OF KING

On this 10 day of June, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Vicki Kalle to me known to be the individuals that executed the within and foregoing instrument and acknowledged deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

OWNER

By Secretary/ Treasurer
*
*
* OWNER: Please type or print the name and title of the individual signing this agreement.

[Signature]
NOTARY PUBLIC in and for the State of Washington

Filed for Record at Request of:

Northshore Utility District
18120 68th Avenue NE
Bothell, WA 98011

**NOTICE OF ADOPTION OF
SEWER AND WATER FACILITIES CHARGES**

Northshore Utility District (previously known as the Northeast Lake Washington Sewer and Water District) hereby gives notice of the adoption of certain sewer and water facilities connection charges pursuant to Resolution No. 1991-11-11 adopted by the Board of Commissioners on the 4th day of November, 1991, applicable to the areas of the legal description attached hereto as Exhibit "A".

D. A. Ellis, Secretary
Board of Commissioners
Northshore Utility District

520730-0595 10:54:00 AM KING COUNTY RECORDS 009 EB

14.00

QUALITY OF THE DOCUMENT.

DUE

9207300895

DESCRIPTION OF CORPORATE BOUNDARIES OF
NORTHSHORE UTILITY DISTRICT

January, 1991

This description encompasses portions of Sections 1, 2, 3, 4, 11, 12, 13, 14, 23, 24, 25, 26 and 36 in Township 26 North, Range 4 East, W.M., and of Sections 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 27, 28, 29, 30, 31, 33, and 34 in Township 26 North, Range 5 East, W.M., situate in King County, Washington, being more particularly described as follows:

Beginning at the northwest corner of said Section 6, Township 26 North, Range 5 East W.M.;

Thence easterly along the north line thereof to the east line of the NW 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4 of said Section 6;

Thence southerly along said east line to the north line of the SE 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4 of said Section 6;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to the south line thereof;

Thence westerly along said south line to the east line of the W 1/2 of the SW 1/4 of the NE 1/4 of the NW 1/4 of said Section 6;

Thence southerly along said east line and the east line of the W 1/2 of the NW 1/4 of the SE 1/4 of the NW 1/4 of said Section 6 to a point of intersection with the north line of the S 1/2 of the SE 1/4 of the NW 1/4 of said Section 6;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to the north line of the N 1/2 of the NW 1/4 of the NW 1/4 of the SE 1/4 of said Section 6;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to the north line of the SW 1/4 of the NE 1/4 of the NW 1/4 of the SE 1/4 of said Section 6;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to a point of intersection with the north line of the SE 1/4 of the NW 1/4 of the SE 1/4 of said Section 6;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line and the east line of the SW 1/4 of said SE 1/4 of said Section 6 to the south line thereof;

Thence westerly along said south line, 328.5 feet, more or less, to a point on the westerly line of the City Limits of the City of Bothell as it existed prior to the year 1955 A.D.;

Thence southerly along said westerly line to the intersection with the south line of the NE 1/4 of said Section 7, Township 26 North, Range 5 East, W.M.;

Thence westerly along said south line, 1,095 feet, more or less, to the east line of the SW 1/4 of said Section 7;

Thence southerly along said east line and the east line of the NE 1/4 of the NW 1/4 of Section 18, Township 26 North, Range 5 East, W.M., to the north line of the S 1/2 of the NE 1/4 of said Section 18;

9207300895

QUALITY OF THE DOCUMENT.

DUE

Thence easterly along said north line and the north line of the SW 1/4 of the NW 1/4 of Section 17, Township 26 North, Range 5 East, W.M., to the point of intersection with the west line of the E 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4 of said Section 17;

Thence northerly along said west line and the west line of the E 1/2 of the E 1/2 of the SW 1/4 of the SW 1/4 of Section 8, Township 26 North, Range 5 East, W.M., to the north line thereof;

Thence easterly along said north line, the north line of the SE 1/4 of the SW 1/4 of said Section 8 and the north line of the SW 1/4 of the SE 1/4 of said Section 8 to the east line thereof;

Thence southerly along said east line to the north line of the NE 1/4 of the NE 1/4 of Section 17, Township 26 North, Range 5 East W.M.;

Thence easterly along said north line to the west line of the SW 1/4 of the SW 1/4 of Section 9, Township 26 North, Range 5 East, W.M.;

Thence northerly along said west line to the north line thereof;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line and the east line of the W 1/2 of the NW 1/4 of Section 16, Township 26 North, Range 5 East, W.M., and the east line of the W 1/2 of the SW 1/4 of said Section 16 to the north line of the NE 1/4 of the NW 1/4 of Section 21, Township 26 North, Range 5 East, W.M.;

Thence easterly along said north line to the west line of the SW 1/4 of the SE 1/4 of Section 16, Township 26 North, Range 5 East, W.M.;

Thence northerly along said west line to the north line thereof;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to the north line of the N 1/2 of the NW 1/4 of the NE 1/4 of the NE 1/4 of said Section 21, Township 26 North, Range 5 East, W.M.;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to the north line of the W 1/2 of said SW 1/4 of the NE 1/4 of the NE 1/4 of the NE 1/4 of said Section 21;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to a point of intersection with the north line of the SE 1/4 of the NE 1/4 of the NE 1/4 of said Section 21;

Thence easterly along said north line to the east line of the W 1/2 of the E 1/2 of the SE 1/4 of said NE 1/4 of the NE 1/4 of said Section 21;

Thence southerly along said east line to a point of intersection with the north line of the east 605 feet of the north 330 feet of the SE 1/4 of said NE 1/4 of said Section 21;

Thence westerly along said north line to the west line thereof;

Thence southerly along said west line to the south line thereof;

Thence easterly along said south line to a point of intersection with the east line of the W 1/2 of the E 1/2 of the SE 1/4 of the NE 1/4 of said Section 21;

Thence southerly along said east line to the south line thereof;

Thence westerly along said south line to the east line of the W 1/2 of the NE 1/4 of the SE 1/4 of said Section 21;

9207300895

✓ DUE ✓ QUALITY OF THE DOCUMENT.

Thence southerly along said east line to a point of intersection with the north line of the S 1/2 of the SE 1/4 of the NE 1/4 of the SE 1/4 of said Section 21;

Thence easterly along said north line to the east line thereof, said east line being the centerline of 132nd Avenue N.E.;

Thence southerly and southwesterly along said centerline and the centerline of 132nd Place N.E. to a point of intersection with the centerline of N.E. 126th Place;

Thence easterly and northeasterly along said centerline of N.E. 126th Place, to a point of intersection with the north line of SE 1/4 of the NW 1/4 of Section 27, Township 26 North, Range 5 East, W.M.;

Thence easterly along said north line to the intersection with the westerly line of Burlington Northern Railroad right-of-way;

Thence southwesterly along said right-of-way line to a point of intersection with the east line of the said SW 1/4 of the NW 1/4 of said Section 27;

Thence southerly along said east line and the east line of the north 50 feet of the NW 1/4 of the SW 1/4 of said Section 27 to the south line thereof;

Thence westerly along said south line to the intersection with the east line of the W 1/2 of the W 1/2 of the NW 1/4 of the SW 1/4 of said Section 27;

Thence southerly along said east line to the south line thereof;

Thence westerly along said south line to the east line of the SE 1/4 of Section 28, Township 26 North, Range 5 East, W.M.;

Thence southerly along said east line to a point of intersection with the north line of the S 1/2 of the S 1/2 of the SE 1/4 of the SE 1/4 of said Section 28;

Thence easterly along said north line and the north line of the west 30 feet of the S 1/2 of the S 1/2 of the SW 1/4 of the SW 1/4 of Section 27, Township 26 North, Range 5 East, W.M., to the east line thereof;

Thence southerly along said east line and the east line of the west 30 feet of the N 1/2 of the NW 1/4 of the NW 1/4 of Section 34, Township 26 North, Range 5 East, W.M., to the south line thereof;

Thence westerly along said south line and the south line of the N 1/2 of the NE 1/4 of the NE 1/4 of Section 33, Township 26 North, Range 5 East, W.M., to the west line thereof;

Thence northerly along said west line to the south line of the SW 1/4 of the SE 1/4 of Section 28, Township 26 North, Range 5 East, W.M.;

Thence westerly along said south line to the west line thereof, said west line being the centerline of 124th Avenue N.E.;

Thence northerly along said centerline of 124th Avenue N.E. to a point of intersection with the centerline of N.E. 124th Street;

Thence westerly along said centerline of N.E. 124th Street to a point of intersection with the south line of the N 1/2 of the N 1/2 of the SW 1/4 of said Section 28;

Thence westerly along said south line to the east line of the W 1/2 of the SW 1/4 of the NW 1/4 of the said SW 1/4 of Section 28;

Thence southerly along said east line to the south line thereof;

9207300895

DUPLICATE OF THE DOCUMENT.

Thence westerly along said south line to the east line of the SE 1/4 of the SE 1/4 of Section 29, Township 26 North, Range 5 East, W.M.;

Thence southerly along the east line of the said SE 1/4 of the SE 1/4 of Section 29 to the south line thereof;

Thence westerly along said south line to the west line of the E 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4 of said Section 29;

Thence northerly along said west line to the north line of the south 345 feet of the W 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4 of said Section 29;

Thence westerly along said north line and the north line of the south 345 feet of the E 1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4 of said Section 29 to the east line of the N 1/2 of the W 1/2 of the SW 1/4 of the said SE 1/4 of the SE 1/4 of said Section 29;

Thence southerly along said east line to the south line of said N 1/2;

Thence westerly along the said south line to the west line of the SE 1/4 of the SE 1/4 of said Section 29;

Thence northerly along said west line to the north line of the south 845.50 feet of the SW 1/4 of the SE 1/4 of said Section 29;

Thence westerly along said north line to the east line of Block 2, Plat of Maplewood Lane, as recorded in Volume 80, page 48, records of said County;

Thence northerly along said east line to the north line thereof;

Thence westerly along said north line to the east line of the Plat of Shar-Lane, Division 4, as recorded in Volume 81, page 57, records of Said County;

Thence northerly along said east line to the north line of the S 1/2 of the SE 1/4 of said Section 29;

Thence westerly along said north line to the west line of the SE 1/4 of the NW 1/4 of the SE 1/4 of said Section 29;

Thence northerly along said west line to the south line of the NW 1/4 of the NW 1/4 of the SE 1/4 of said Section 29;

Thence westerly along said south line to the east line of the SE 1/4 of the NE 1/4 of the SW 1/4 of said Section 29;

Thence southerly along said east line to the south line thereof;

Thence westerly along said south line and said south line extended westerly to the east line of the W 1/2 of the W 1/2 of the SE 1/4 of said SW 1/4 of said Section 29;

Thence southerly along said east line to the south line thereof;

Thence westerly along said south line and the south line of the SW 1/4 of the SW 1/4 of said Section 29 to the east line of the NE 1/4 of Section 31, Township 26 North, Range 5 East, W.M.;

Thence southerly along said east line to a point of intersection with the easterly extension of the north margin of N.E. 112th Street;

Thence westerly along said easterly extension, said north margin and the westerly extension of said north margin, 570 feet more or less to a point of intersection with the centerline of 98th Avenue N.E.;

Thence westerly to the southeast corner of Lot 21B, Court Commissioner's Plat, Cause 175301;

9207300895

QUALITY OF THE DOCUMENT.
DUE

Thence westerly along the south line thereof to the southwest corner of said Lot 21B, said corner being a point of the Inner Harbor Line of Juanita Bay in Lake Washington;

Thence northeasterly, northwesterly and southwesterly along said Inner Harbor Line to a point of intersection of said Inner Harbor Line with the southeasterly extension of southwesterly line of Lot 21 in the Plat of Juanita Point, A Residence Park, as recorded in Volume 25 of Plats, page 27, records of King County, Washington;

Thence northwesterly along said southeasterly extension to the shoreline of Lake Washington;

Thence westerly, northwesterly and northerly along said shoreline of Lake Washington through said Section 31, Township 26 North, Range 5 East, and said Sections 36, 25, 26, 23 and 14 in Township 26 North, Range 4 East, to a point of intersection of said shoreline with the westerly extension of the south line of Government Lot 2 of said Section 14;

Thence westerly along said westerly extension of the south line of Government Lot 2 to a point of intersection with the Inner Harbor Line in Lake Washington;

Thence northeasterly, northerly, northwesterly and southwesterly along said Inner Harbor Line to a southeast corner of Block 2 of the Plat of Lake Forest Waterfront Addition, as recorded in Volume 22 of Plats, page 39, records of King County, Washington, as established by decree in King County Superior Court Cause No. 148157;

Thence northwesterly along the easterly line of said Block 2 as established by said decree to an intersection with the shoreline of Lake Washington;

Thence northeasterly along the shoreline of Lake Washington, 390 feet, more or less;

Thence N14d03'14"W to an intersection with a curve concave to the southeast, said curve being parallel to and 45 feet southerly of the centerline of the Northern Pacific Railway right-of-way;

Thence southwesterly along said curve, 401.45 feet to an intersection with the northwesterly extension of the easterly line of said Block 2, as established by said Decree;

Thence northwesterly along the northwesterly extension of said east line of said Block 2 as established by said Decree to the west line of Section 11, Township 26 North, Range 4 East;

Thence northerly along said west line to the south line of the SE 1/4 of Section 3, Township 26 North, Range 4 East;

Thence westerly along said south line to a point of intersection with the west line of Lot 13, Block 13, of the Plat of First Addition to Lake Forest Park, as recorded in Volume 20 of plats, page 82, records of King County, Washington;

Thence northerly along said west line and its northerly extension to a point of intersection with the centerline of 49th Place N.E.;

Thence northerly along said centerline to a point of intersection with the centerline of a second street also known as 49th Place N.E. or as N.E. 187th Place;

Thence southwesterly along said centerline of 49th Place N.E. which becomes 47th Avenue N.E. and N.E. 187th Street to a point of intersection of said centerline of N.E. 187th Street with the northerly extension of the east line of the west 525 feet, as measured along the south line thereof, of Lot 9, Block 10, of the aforementioned Plat of First Addition to Lake Forest Park;

9207300695

QUALITY OF THE RECORDS.

DUE

Thence southerly along said northerly extension and said east line of the west 525 feet of Lot 9, to the south line of Lot 9;

Thence easterly along said south line and its easterly extension to a point of intersection with the centerline of 47th Avenue N.E.;

Thence southwesterly along said centerline to a point of intersection with the aforementioned south line of said Section 3;

Thence westerly along said south line to the west line of the SE 1/4 of the SW 1/4 of said Section 3;

Thence northerly along said west line which is also the west line of Block 8 of the aforementioned Plat of First Addition to Lake Forest Park, to the north line of Lot 40 of said Block 8;

Thence easterly along said north line and said north line extended easterly across 40th Place N.E. to the southwest corner of Lot 18, Block 10, of said Plat of First Addition to Lake Forest Park;

Thence easterly along the south line thereof to the east line thereof;

Thence northerly along said east line and the east lines of Lots 19, 20, 21, 22 and 23 of said Block 10 to the north line of Lot 2 of said Block 10;

Thence easterly along said north line to a point of intersection with the west line of Lot 18 of said Block 10;

Thence northerly along said west line to a point of intersection with the south line of the north 12 feet of said Lot 18;

Thence easterly along said south line to a point of intersection with the westerly margin of 45th Place N.E.;

Thence southeasterly across said 45th Place N.E. to the northwest corner of Lot 58, Block 9, of said First Addition to Lake Forest Park;

Thence easterly along the north line thereof to the east line of Lot 57 of said Block 9;

Thence northerly along said east line and the east lines of Lots 56 and 55 of said Block 9 to the north line of said Lot 55;

Thence westerly along said north line to the east line of Lot 37 of said Block 9;

Thence northerly along said east line to the north line thereof;

Thence westerly along said north line to the northwest corner of said Lot 37;

Thence westerly, across 40th Place N.E., to the northeast corner of Lot 32, Block 8, of said Plat of First Addition to Lake Forest Park;

Thence westerly along the north line thereof to a point of intersection with the east line of the W 1/2 of the SW 1/4 of Section 3, Township 26 North, Range 4 East, W.M.;

Thence southerly along said east line to a point of intersection with the south line of the NE 1/4 of the SW 1/4 of the SW 1/4 of said Section 3;

Thence westerly along said south line to the west line thereof;

Thence northerly along said west line to a point of intersection with the south line of the NE 1/4 of the NW 1/4 of said SW 1/4 of the SW 1/4 of said Section 3;

Thence westerly along said south line to the west line thereof;

9207300895

QUALITY OF THE DOCUMENT.

DUE

Thence northerly along said west line to the south line of the SW 1/4 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 3;

Thence westerly along said south line to the west line thereof, said west line being on the centerline of 35th Avenue N.E.;

Thence northerly and northeasterly along said centerline of 35th Avenue N.E. to the common intersection of said centerline with the centerlines of N.E. 202nd Street, 37th Avenue N.E. and 40th Place N.E.;

Thence northeasterly to the southwest corner of Lot 17, Block 2, of the said Plat of First Addition to Lake Forest Park;

Thence easterly along the south line thereof to the east line thereof;

Thence northerly along said east line and the east line of Lot 18 of said Block 2 to the north line thereof;

Thence westerly along said north line to a point of intersection with the west line of Lot 21 of said Block 2;

Thence northerly along said west line and its northerly extension to a point of intersection with the north line of said Section 3, Township 26 North, Range 4 East;

Thence easterly along said north line of Section 3 and the north lines of Sections 2 and 1 of Township 26 North, Range 4 East, to the point of beginning.

9207300895

QUALITY OF THE DOCUMENT.

DUE

to be kept in the
1988
7 ESSE