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CHICAGO TITLE ICON 91.00
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KING COUNTY, WA

CONDOMINIUM DECLARATION FOR MIRA, A CONDOMINIUM

Grantor/Declarant: CITYVIEW KIRKLAND GARDENS 84, L.P., a Delaware limited partnership

Additional names on pg. N/A

Grantee: MIRA, A CONDOMINIUM

Additional names on pg. N/A

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

Official legal description on Schedule A

Assessor's Tax Parcel ID#: 123890-0045

Reference # (if applicable): N/A

Additional numbers on pg. N/A

60
#94

FILED BY CHICAGO TITLE INSURANCE CO.

REF.# W-06-7022-18

DEPARTMENT OF ASSESSMENTS
Examined and approved this 8TH day of
MARCH, 2006

SCOTT NOBLE
Assessor

Green Anderson
Deputy Assessor

UNMORTGAGED
DOCUMENT

CONDOMINIUM
DECLARATION
FOR
MIRA, A CONDOMINIUM

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Article 1 DEFINITIONS

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

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

Articles means the articles of incorporation for the Association.

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

Association means the owners association identified in Article 13.

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

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

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

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

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

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

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

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

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

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

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

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

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

FHLMC means the Federal Home Loan Mortgage Corporation.

FNMA means the Federal National Mortgage Association.

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

HUD means the Department of Housing and Urban Development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 CONSTRUCTION AND VALIDITY OF DECLARATION

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

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

Article 3 NAME OF CONDOMINIUM

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

Article 4 DESCRIPTION OF LAND

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

Article 5 DESCRIPTION OF BUILDINGS

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

Article 6 DESCRIPTION OF UNITS; ALLOCATED INTERESTS

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

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

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

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

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

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

Article 7 COMMON ELEMENTS

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

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

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

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

Article 8 LIMITED COMMON ELEMENTS

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

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

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

Article 9 PARKING

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

