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**DECLARATION
 FOR
 KIRKLAND VILLAGE CONDOMINIUMS**

RECORDING COVER SHEET

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Note to Recorder: Please insert the recording number of the Survey Map and Plans on page 40.

**DECLARATION
FOR
KIRKLAND VILLAGE CONDOMINIUMS**

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**DECLARATION
FOR
KIRKLAND VILLAGE CONDOMINIUMS**

THIS DECLARATION OF CONDOMINIUM is made as of the date below by Kirkland Village LLC, a Washington limited liability company, as sole owner of the property located in King County, Washington hereinafter described, to submit the property as a condominium pursuant to the Washington Condominium Act (Revised Code of Washington Chapter 64.34):

SECTION 1 - DEFINITIONS

As used in this Declaration unless the context requires otherwise:

- 1.1 The "Act" means the Washington Condominium Act (Revised Code of Washington Chapter 64.34), as amended from time to time.
- 1.2 "Allocated Interests" means the undivided interest in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit.
- 1.3 "Assessment" means all sums chargeable by the Association against a Unit including, without limitation: (a) regular and Special Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Unit Owner's account; and (d) fines or other charges imposed by the Association.
- 1.4 "Association", "Kirkland Village Condominium Association", or "Unit Owners' Association" means the Unit Owners' Association organized pursuant to SECTION 13 below.
- 1.5 "Board of Directors" or "Board" means the body with primary authority to manage the affairs of the Association.
- 1.6 "Building(s)" means the Building(s) containing the Units comprising a part of the property of the Condominium.
- 1.7 "Bylaws" shall mean the Bylaws of the Association as initially promulgated by the Declarant, and as amended from time to time by the Association.
- 1.8 "Common Elements" means all portions of the Condominium other than the Units.
- 1.9 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- 1.10 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to SECTION 15 below.
- 1.11 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.
- 1.12 "Declarant" means Kirkland Village LLC, a Washington limited liability company, its successors and assigns.
- 1.13 "Declarant Control" means the right, if expressly reserved in this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove officers and members of the Board of Directors.

1.14 "Declaration" means this instrument by which the Property is submitted to provisions of the Act and as it may be, from time to time, lawfully amended.

1.15 "Development Rights" means any right or combination of rights reserved by a Declarant in the Declaration to: (a) add Real Property and/or improvements to the Condominium; (b) create Units, Common Elements, or Limited Common Elements within Real Property included or added to the Condominium; (c) subdivide Units or convert Units to Common Elements; or (d) withdraw Real Property from the Condominium.

1.16 "Dispose" or "disposition" means a voluntary transfer or conveyance to a purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

1.17 "Eligible Mortgagee" means the holder of a mortgage on a Unit that has filed with the secretary of the Association a written request that it be given copies of notice of any action by the Association that requires the consent of Mortgagees.

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

1.19 "Kirkland Village Condominiums" means the Condominium development which is the subject of this Declaration.

1.20 "Limited Common Element" means a portion of the Common Elements allocated by the Declaration for the exclusive use of one or more, but fewer than all, of the Units.

1.21 "Majority" or "Majority of Unit Owners" means the Unit Owners with more than fifty percent (50%) of the votes in accordance with those assigned in this Declaration, as duly recorded or as it may be lawfully amended, to the Units for voting purposes.

1.22 "Mortgagee" means an institutional lender (i.e., a bank, savings and loan association, insurance company, FHA-approved mortgage lender, or FannieMae) which is the holder of a note and mortgage or the beneficiary of a deed of trust covering a Unit or other portion of the Property, and shall also mean the vendor under a real estate contract covering a Unit.

1.23 "Mortgage" means a mortgage, deed of trust, or a real estate contract covering a Unit or other portion of the Condominium.

1.24 "Purchaser" means any person, other than a Declarant or a dealer, who by means of a disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest, including renewal options, of less than twenty years at the time of creation of the Unit, or (b) as security for an obligation.

1.25 "Real Property," "Property" or "Land" means any fee, leasehold or other estate or interest in, over, or under Land, including structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of Land although not described in the contract of sale or instrument of conveyance.

1.26 "Residential Purposes" or "Residential Use" means use for dwelling or recreational purposes, or both.

1.27 "Special Declarant Rights" means rights reserved for the benefit of a Declarant to: (a) complete improvements indicated on Survey Maps and Plans filed with the Declaration under RCW 64.34.232; (b) exercise any Development Right under RCW 64.34.236; (c) maintain sales offices, management offices, signs advertising the Condominium, and models under RCW 64.34.256; (d) use easements through the Common Elements for the purpose of making improvements within the Condominium or within the Real Property which may be added to the Condominium under RCW 64.34.260; (e) make the Condominium

subject to a master association under RCW 64.34.276; or (f) appoint or remove any officer of the Association or any Member of the Board of Directors during any period of Declarant Control under RCW 64.34.308(4).

1.28 "Survey Map and Plans" means the Survey Map and the set of Plans filed or to be filed simultaneously with this Declaration showing the location, boundaries and other information relating to the Land, the Building(s) and the Units, as required by the Act, as further described in SECTION 36.

1.29 "Temporary Board of Directors" or "Temporary Board" shall mean the persons appointed by the Declaration to manage and administer the Property and the Association until such time as the Unit Owners elect the Board of Directors as provided in this Declaration.

1.30 "Unit" means the parts of the Property intended for Residential Use and occupancy. All spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. The boundaries of the Unit shall be: (a) the centerline of the perimeter interior walls, extended as necessary to intersect with the extension of the exterior surface of the exterior wall; (b) the exterior surface of the exterior walls, extended as necessary to intersect with the extension of the centerline of the perimeter interior wall; (c) the top of the unfinished surface of the lowest floors; and (d) the bottom of the ceiling joist of the highest ceilings which enclose the Unit. All windows, doors to the Unit, lath furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, any other materials constituting any part of the finished surfaces thereof, are a part of the Unit; *provided that* any structural or load-bearing portions of the walls, floors or ceiling and all other portions of the walls, floors, or ceilings not otherwise described herein shall not be part of the Unit and shall be a part of the Common Elements.

1.31 "Unit Number" means a symbol or address that identifies only one Unit in the Condominium.

1.32 "Unit Owner" means the Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation or debt. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

SECTION 2 - DESCRIPTION OF LAND

The legal description of the Land included in Kirkland Village Condominiums is on Appendix A to this Declaration.

SECTION 3 - NUMBER OF UNITS CREATED

Kirkland Village Condominiums shall contain sixty-four (64) Units which shall be located in twelve (12) Buildings. All the Buildings and the Units are shown on the Survey Map and Plans.

SECTION 4 - DESCRIPTION OF UNITS

The number and description of each existing Unit is set forth in Appendix B to this Declaration.

SECTION 5 - BOUNDARIES

5.1 Unit Boundaries.

5.1.1 Perimeter.

As set forth in Section 1.30, the Unit boundaries are the centerline of the perimeter interior walls, the exterior perimeter of the exterior walls, the top of the unfinished surface of the lowest floors and the bottom of the ceiling joist of the highest ceilings which enclose the Unit.

5.1.2 Ducts, Wires, Etc.

Any chute, flue, duct, wire, conduit, structural element, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a Unit, and any portion thereof which serves only that Unit shall be a Limited Common Element allocated solely to that Unit, and any portion which serves more than one Unit or any portion of the Common Elements shall be a part of the Common Elements.

5.1.3 Partitions, Etc.

Subject to the provisions of Sections 5.1.1 and 5.1.2, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

5.1.4 Shutters, Etc.

Except as otherwise set forth in Section 1.30, any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, and all other fixtures designated to serve a single Unit, but which are located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

5.2 **Monuments as Boundaries.**

The existing physical boundaries of the Unit as originally constructed or as reconstructed in substantial accordance with the original Plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in this Declaration, deed or Survey Map and Plans, regardless of settling or lateral movements of the Building or of minor variance between boundaries shown in the Declaration, deed, or Survey Map and Plans and those of Units in the Building(s) as actually constructed. This Section does not relieve a Declarant or any other person of liability for failure to adhere to the Survey Map and Plans.

SECTION 6 - DESCRIPTION OF COMMON ELEMENTS

Except as otherwise specifically allocated by the provisions of SECTION 7 or other provisions of this Declaration or amendments thereto, the Common Elements consist of all portions of the Condominium except Units and shall include the following:

6.1 The Real Property described in Appendix A.

6.2 The roofs, foundations, columns, girders, studs, joists, beams, supports, walls (excluding non-bearing interior partitions of Units), chimneys, and all other structural parts of the Buildings, subject to the boundaries of the Units as the boundaries are defined in SECTION 5, and any replacements thereto.

6.3 Installations of central services such as: power, light, gas, hot and cold water, heating and air conditioning, pipes, conduits, wires, tanks, pumps, motors, fans, compressors, ducts; and in general all apparatus and installations existing for common use; but excluding plumbing, electrical and similar fixtures, which fixtures are located within a Unit for the exclusive use of that Unit.

6.4 The driving areas (not allocated as Limited Common Elements by this Declaration or amendments thereto) which provide access to the Limited Common Elements for parking; and any guest parking or other parking areas (not allocated to Units as Limited Common Elements by this Declaration or amendments thereto).

6.5 The yards, gardens, landscaped areas, ponds and walkways (not allocated as Limited Common Elements by this Declaration or amendments thereto) which surround and provide access to the Buildings or are used for recreational purposes.

6.6 All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

SECTION 7 - DESCRIPTION OF LIMITED COMMON ELEMENTS

7.1 Limited Common Elements.

The Limited Common Elements are allocated for the exclusive use of the Owner or Owners of the Unit or Units to which they are allocated and, in addition to any Limited Common Elements provided by law or other provisions of the Declaration or amendments thereto, consist of:

7.1.1 Fireplace Flue. The interior of the fireplace flue serving each Unit.

7.1.2 Parking Space. Any Parking Space which is allocated to a Unit by this Declaration or amendments thereto and which is shown on the Survey Map and Plans.

7.1.3 Yard, Deck or Patio. The yard, deck and/or patio area, if any, adjoining each Unit, as shown on the Survey Map and Plans.

7.1.4 Storage Area. The storage area, if any, adjoining each Unit, as shown on the Survey Map and Plans.

7.2 Boundaries.

The boundaries of Limited Common Elements shall be defined by the interior surfaces of the walls, floor, ceiling, doors, windows, ground, railings, fence or curb enclosing said Limited Common Element; but if there are no such interior surfaces, then the boundaries as delineated on the Survey Map and Plans; but if no such boundaries are so delineated, then the perimeter of any Limited Common Element as actually constructed by Declarant.

7.3 Transfer of Limited Common Elements.

7.3.1 Reallocation Between Units. A Limited Common Element may only be reallocated between Units with the approval of the Board and by an amendment to the Declaration executed by the Owners of, and approved in writing by the Mortgagees holding Mortgages against, the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Unit Owner or Owners under this Section within sixty (60) days unless the proposed reallocation does not comply with the 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.

7.3.2 Common to Limited Common; Limited Common to Unit. Sixty-seven percent (67%) of the Unit Owners, including the Owner of the Unit to which the Limited Common Element will be assigned or incorporated, must agree to reallocate a Common Element as a Limited Common Element or to incorporate a Limited Common Element into an existing Unit. Such reallocation or incorporation shall be reflected in an amendment to the Declaration, Survey Map or Plans. Provided, however, this Section shall not apply with respect to any such reallocation or incorporation made as a result of the exercise of any Development Right reserved by Declarant.

SECTION 8 - PARKING

8.1 Description

8.1.1 Covered Parking Spaces. There are sixty-four (64) covered parking spaces ("Covered Parking Spaces"), located as shown on the Survey Map and Plans.

8.1.2 Surface Parking Spaces. There are fifty (50) uncovered surface parking spaces ("Surface Parking Spaces"), located as shown on the Survey Map and Plans.

8.2 Assignment

As of the date of initial recording of this Declaration, none of the Parking Spaces are assigned. Declarant may sell and/or assign the Parking Spaces to any Unit Owner, and the assignments shall be set forth on Appendix B, attached hereto, by an amendment to this Declaration. If Declarant fails to assign any Parking Space to a Unit Owner by the time of the conveyance of the last Unit, the Parking Space shall remain as part of the Common Elements and shall be controlled by the Association and used for purposes determined by the Board.

SECTION 9 - DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS RESERVED BY DECLARANT

9.1 In addition to the Development Rights listed in Section 1.15 above, the following Development Rights are hereby reserved for use by Declarant:

9.1.1 Declarant may withdraw Real Property from the Condominium subject to the following restrictions:

(a) If all the Real Property is subject to withdrawal, and the Declaration or Survey Map or amendment thereto does not describe separate portions of Real Property subject to that right, none of the Real Property may be withdrawn if a Unit in that portion of the Real Property is owned by a person other than the Declarant; and

(b) If a portion or portions of the Real Property are subject to withdrawal as described in the Declaration or in the Survey Map or in any amendment thereto, no portion may be withdrawn if a Unit in that portion of the Real Property is owned by a person other than the Declarant.

In connection with the withdrawal of any Real Property, Declarant reserves the right to execute, on Declarant's sole signature, on behalf of the Unit Owners and the Association, any applications to governmental agencies or other documents or instruments necessary to establish the Property, or any portion thereof, as a legal lot. Declarant shall have seven (7) years from the date of the recording of this Declaration to withdraw property pursuant to Section 9.1.1.

9.1.2 Declarant may, with the Unit Owner's prior consent, establish, expand, contract or otherwise modify the boundaries of any Limited Common Element allocated to a Unit.

9.2 The following Special Declarant Rights are hereby reserved for use by Declarant:

9.2.1 Declarant may complete the improvements indicated on the Survey Map and Plans, and as described in this Declaration.

9.2.2 Declarant may maintain a sales office, management office, signs advertising the Units for sale (which signs shall not be subject to any restrictions or limitations set forth in Section 11.11), and models on the Property until all Units are sold.

9.2.3 Declarant may use easements through the Common Elements as may be reasonably necessary to discharge Declarant's obligations or exercise the Development Rights and Special Declarant Rights or to make improvements within the Condominium.

9.2.4 Declarant may enter the Property and inspect the condition of the Units and Common and Limited Common Elements.

9.2.5 Declarant may appoint or remove any officer of the Association or member of the Board of Directors, or veto or approve any action of the Board or Association during the period of Declarant Control.

9.2.6 Declarant may sell or assign the Parking Spaces described in Section 8.1.1 or 8.1.2 to any Unit Owner prior to the conveyance of the last Unit, and record an amendment or amendments to the Declaration reflecting the assignments. If any Parking Space is not so assigned by that time, the Parking Space shall remain as part of the Common Elements, controlled by the Association.

SECTION 10 - ALLOCATION OF UNDIVIDED INTERESTS IN THE COMMON ELEMENTS AND VOTES IN THE ASSOCIATION

10.1 The undivided interest in the Common Elements for each Unit Owner shall be as set forth on Appendix B attached hereto.

10.2 In all matters relating to voting in the Association, each Unit shall be entitled to one (1) vote and all votes shall be of equal weight.

SECTION 11 - OCCUPANCY AND USE COVENANTS, CONDITIONS AND RESTRICTIONS

11.1 Residential Use

The Buildings and Units shall be used for single family Residential Purposes only, on an ownership, rental or lease basis, and for social, recreational or other reasonable uses normally incident to such purposes. The Buildings and Units may also be used by the Association for the purposes of operating and managing Kirkland Village Condominiums, and for such additional uses or purposes as are from time to time determined to be appropriate by the Board.

11.2 Home Businesses

Owners may conduct a home trade or business within a Unit provided that (a) the existence or operation of the trade or business activity within the Unit is not apparent or detectable by sight, sound or smell from the exterior of the Unit; (b) the trade or business activity conforms to all applicable zoning requirements; (c) the trade or business activity does not involve persons coming onto the Condominium property; (d) the trade or business activity does not increase the liability or casualty insurance obligation or premium of the Association; (e) the trade or business activity does not cause an increase in the consumption of utilities or trash collection services paid for by the Association as a Common Expense; and (f) the trade or business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use, as determined in the sole discretion of the Board.

11.3 Leasing of Units

Although Declarant intends to sell the Units as Condominium Units, the Units may be leased or rented by the Declarant or any Unit Owner at any time. No Unit may be leased or rented by any party for a period of less than thirty (30) days, except that Declarant may lease a unit for a shorter period prior to its initial sale pursuant to a bona fide purchase and sale agreement. Each lease or rental agreement shall be in writing, a copy shall be filed with the Board prior to the commencement of the tenancy, and by its terms shall provide that the terms of the lease or rental agreement are subject in all respects to the provisions of this Declaration and the Bylaws of the Association, and all rules and regulations thereunder. All leases shall be on a month-to-month basis; leases for a fixed term shall not be permitted. Any failure by the lessee to comply with the terms contained in said documents shall be a default in any lease or rental agreement. No Owner may lease less than an entire Unit. The Association shall supervise all leasing, renting or subleasing of Units to ensure compliance with this Section, and the Board may create reasonable rules and regulations regarding such leasing, renting or subleasing. The Board, at its discretion, may require an Owner who rents, leases or sublets said Owner's Unit to deposit not more than \$500.00 with the Association as a security deposit to cover move-in and/or move-out damage to the Common Elements.

11.4 Timesharing

Timesharing of any Unit as defined in Revised Code of Washington, Chapter 64.36, is prohibited.

11.5 Sales Facilities of Declarant

Notwithstanding the provisions in Section 11.1, Declarant, its agents, employees and contractors, may maintain during the period of sale of the Units upon such portion of the Property as Declarant may choose, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the sale, rental or management of such facilities, including, but not limited to, one or more model Unit(s), a business or sales office, signs, storage facilities, and parking areas for prospective Purchasers or tenants.

11.6 Parking

Parking in the Covered Parking Spaces and the Surface Parking Spaces is restricted to parking of operative automobiles and pickup trucks rated no more than one-half (1/2) ton. All vehicles must fit entirely within the striped lines. Trailers, larger pickup trucks and other trucks, campers, recreation vehicles, boats and other vehicles and equipment may not be parked or kept therein. The Board may require removal of any inoperative or unsightly vehicle, and any other equipment or item improperly stored in parking spaces all in accordance with the Rules and Regulations adopted from time to time by the Board. If that vehicle or equipment is not removed, the Board may cause removal at the risk and expense of the Unit Owner thereof.

11.7 Maintenance of Interiors of Units

11.7.1 Each Unit Owner shall, at his sole expense, have the right and the duty to keep the interior of his Unit and its equipment, appliances, and appurtenances in good order, condition and repair, and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of the interior of his Unit. Each Unit Owner shall be responsible for the maintenance, repair or replacement of any windows, doors to the Unit, plumbing fixtures, water heaters, fans, heating or other equipment, fireplace flues, electrical fixtures or appliances which may be in or connected with his Unit.

11.7.2 Without limiting the generality of the foregoing, each Unit Owner shall have the right and the duty, at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile, and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim, and the perimeter walls of his Unit and the surfaces of the bearing walls located within his Unit, and shall not permit or commit waste of his Unit or the Common Elements. Each Unit Owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said walls, ceilings and floors, *except that* no Unit Owner of a Unit on Level 2 of the Buildings shall be permitted to substitute a hard surface on any floor without the prior written consent of the Unit Owner of the Unit immediately below, a copy of which consent shall be filed with the Board. Each Unit Owner shall have the right to maintain, repair, paint, finish, alter, substitute, add or remove any fixtures attached to said ceilings, floors or walls. This Section shall not be construed to permit interference with or damage to the structural integrity of the Buildings or interference with the use and enjoyment of the Common Elements or of the other Units.

11.7.3 Unit Owners may not modify, paint, or otherwise decorate, or in any way alter their respective Limited Common Elements without prior written approval of the Board or pursuant to the rules and regulations adopted thereby.

11.8 Maintenance of Common Elements, Structural Elements and Exteriors of Buildings

Except to the extent provided by this Declaration, the Association is responsible for (a) maintenance, repair, and replacement of the Common Elements (including the Limited Common Elements), and (b) to the extent that any structural or load bearing element of a Building, the exterior walls and siding, and patio or deck are located within a Unit, the maintenance, repair and replacement of such structural and load bearing

elements, the exterior walls and siding (including, without limitation, painting), and the patio or deck. Each Unit Owner shall afford to the Association and the other Unit Owners, and to their agents or employees, access through the Owner's Unit and Limited Common Elements reasonably necessary for those purposes. If damage is inflicted on the Common Elements, or on any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association if it is responsible, shall be liable for the expense of the repair or replacement thereof.

11.9 Uniform Exterior Appearance

In order to preserve the uniform exterior appearance of the Buildings, and the Common and Limited Common Elements visible to the public, the Board may require and provide for the painting and other decorative finish of the Buildings, decks, enclosed patios, fences, or other Common or Limited Common Elements, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the Buildings, decks, patios, fences, trellises, or other Common or Limited Common Elements, including screens, doors, awnings, rails or other portions of each Unit and Building visible from the exterior thereof. The Board may regulate and control the items stored or used on the patios and decks in order to present a good appearance to the entire Condominium. The Declarant will require and later the Board may also require that window coverings visible from the exterior of the Buildings be of a uniform color and style.

11.10 Insurance

The Unit Owners shall not permit anything to be done or kept in the Units or in the Common or Limited Common Elements which will increase the fire insurance premiums thereon or result in the cancellation of such insurance on any Unit or any part of the Common or Limited Common Elements, without the consent of the Board or pursuant to rules and regulations adopted thereby.

11.11 Signs

No sign of any kind shall be displayed to the public view on or from any Unit or from the Common or Limited Common Elements without the consent of the Board or pursuant to rules and regulations adopted thereby; provided, that this section shall not apply to sales activities of Declarant permitted pursuant to Section 1.27 and 11.5 above; and further provided that a Unit Owner may maintain a sign not larger than two feet by two feet (2' X 2') advertising the Unit for sale.

11.12 Pets

One (1) cat per Unit may be kept by Unit Owners subject to reasonable rules and regulations which may be adopted from time to time. No other animals (which term includes dogs and other household pets, livestock, domestic animals, poultry, reptiles and non-human living creatures of any kind) shall be kept, raised bred or allowed to visit in any Unit or in the Common or Limited Common Elements. The cat must be kept within the Unit.

11.13 Offensive Activity

No noxious or offensive activity shall be carried on in any Unit or on the Common or Limited Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to other Unit Owners, or which would be in violation of any laws.

11.14 Alterations of Units

A Unit Owner:

11.14.1 May make any improvements or alterations to the Unit Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium;

11.14.2 May not change the appearance of the Common Elements or the exterior appearance of a Unit without the prior permission of the Board; and

11.14.3 May, after acquiring an adjoining Unit or an adjoining part of an adjoining Unit and obtaining the approval of the Board, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not adversely affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this subsection is not a relocation of boundaries.

The Board shall approve a Unit Owner's request, which request shall include the Plans and specifications for the proposed improvement, removal or alteration, under this subsection within sixty (60) days, unless the proposed alteration does not comply with the Act or this Declaration or impairs the structural integrity or mechanical or electrical systems in the Condominium. The failure of the Board to act upon a request within such period shall be deemed approval thereof. If the Board disapproves any request, it shall provide the Unit Owner with a written explanation of the reason for the disapproval.

11.15 Alterations of Common and Limited Common Elements

The Common and Limited Common Elements shall not be reconstructed, rebuilt, altered, removed or replaced except by the Association acting through the Board, subject to the rights of Mortgagees set forth in SECTION 22.

11.16 Bylaws and Rules and Regulations

The Association may from time to time adopt reasonable additional provisions in the Bylaws or in the rules and regulations of the Association as may be necessary or advisable to ensure compliance with or to supplement the foregoing covenants, conditions and restrictions, and the Unit Owners shall comply in all respects therewith.

SECTION 12 - COMPLIANCE WITH DECLARATION

12.1 Enforcement

Failure of any Unit Owner to comply strictly with the provisions of this Declaration and with the Bylaws and rules and regulations of the Association, as they may be lawfully amended from time to time, and with all decisions of the Board or the Association adopted pursuant to this Declaration and the Bylaws and administrative rules and regulations shall be grounds for an action against the noncomplying Unit Owner to recover sums due for damages, or for injunctive relief, or both, maintainable by the Board acting through its officers on behalf of the Unit Owners, or by any aggrieved Unit Owner on his own.

12.2 No Waiver of Strict Performance

The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of the Bylaws or rules and regulations, or to exercise any right or option contained in said documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, which shall remain in full force and effect. The receipt by the Board of any Assessment from a Unit Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for by the Board. This Section also extends to Declarant or Declarant's managing agent, exercising the powers of the Board during the period of Declarant Control of the Association and the Condominium development.

