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Condominium Law Group, PLLC  
10310 Aurora Avenue North  
Seattle, Washington 98133  
(206) 633-1520

**DECLARATION AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR NEWPORT YACHT BASIN, A Condominium**

GRANTOR: THE NEWPORT YACHT BASIN ASSOCIATION OF CONDOMINIUM OWNERS

GRANTEE: THE NEWPORT YACHT BASIN ASSOCIATION OF CONDOMINIUM OWNERS

LEGAL DESCRIPTION: Newport Yacht Basin, a Condominium as described in the Declaration recorded in King County, Washington under recording number 7801171011, as thereafter amended; and the Survey Maps and Plans recorded under King County Recording No. 7712210915.

ASSESSOR'S TAX PARCEL ID#: (MASTER NUMBER)

REFERENCE # (If applicable):

DEPARTMENT OF ASSESSMENTS

Examined and approved this \_\_\_\_\_ day of

\_\_\_\_\_

\_\_\_\_\_  
Assessor

\_\_\_\_\_  
Deputy Assessor

**DECLARATION AND  
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FOR NEWPORT YACHT BASIN, A Condominium**

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**DECLARATION AND  
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FOR NEWPORT YACHT BASIN, A Condominium**

**This page has been left blank on purpose. After the adoption of this Declaration by the owners, a Recitals section will be inserted on this page describing the history of the condominium, the merger of the two condominiums, and the adoption of this document.**

**DECLARATION AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR NEWPORT YACHT BASIN, A Condominium**

THIS DECLARATION OF CONDOMINIUM (“Declaration”) is made as of the date below by The Newport Yacht Basin Association of Condominium Owners (“Association”), a Washington non-profit corporation. The Association hereby submits the property to the provisions of the Horizontal Property Regimes Act of the State of Washington (Revised Code of Washington Chapter 64.32) as amended, and applicable portions of the Washington Condominium Act (Revised Code of Washington Chapter 64.34 et seq.) as hereafter amended.

**ARTICLE 1  
INTERPRETATION**

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of this Condominium under the provisions of Washington law. Insofar as it affects this Declaration and Condominium, the provisions of the applicable Washington statutes under which this Declaration is operative, shall be liberally construed to effectuate the intent of this Declaration.

1.2 Consistent with the Applicable Washington Statutes. The terms used herein are intended to have the same meaning as given in the applicable Washington statutes unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.3 Covenant Running with Land. This Declaration shall operate as a set of covenants running with the land, or equitable servitudes, binding on all Owners of the Property or an Unit, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the applicable Washington statutes, and operating independently of the applicable Washington statutes, should the applicable Washington statutes or any part thereof be, in any respect, inapplicable.

1.4 Unit and Building Boundary. In interpreting the Survey Map and Plans, the existing physical boundaries of each separate building and Unit as constructed shall be conclusively presumed to be its boundaries.

1.5 Captions and Appendices. Captions given to the various sections and paragraphs (subsections) herein are for convenience only and are not intended to modify or affect the meaning of any substantive provisions of this Declaration. The various Appendices referred to herein and attached hereto shall be deemed incorporated herein by reference.

1.6 Percentage of Owners or Mortgagees. For purposes of determining the percentage of Owners or First Mortgagees, or percentage of voting power for approving a proposed decision or course of action in cases where an Owner owns, or a First Mortgagee holds First Mortgages on, more than one Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such First Mortgagee shall be deemed a separate Mortgagee for each such First Mortgage held.

1.7 Inflationary Increase in Dollar Limits. Any dollar amounts specified in the Declaration in connection with any proposed action or decision of the Board or Association may, at the discretion of the Board of Directors, be increased proportionately by the increase in the Consumer Price Index for All Urban Consumers, for the City of Seattle, Washington, All Items 1982-84 = 100, prepared by the United States Department of Labor ("Index"). The index for January, 2010, shall be the Reference Base Index. In the event this Index is revised or discontinued after January 2010, the Board may elect to use a revised index or to select a comparable index for this purpose.

1.8 Form of Words. The singular form of words includes the plural and the plural includes the singular. Masculine, feminine and gender neutral pronouns are used interchangeably herein.

## **ARTICLE 2 DEFINITIONS**

2.1 Definitions. The terms used in this Declaration shall have the meanings specified in this Article II, unless the context clearly indicates a different meaning.

2.2 "Act" means the Horizontal Property Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as amended, together with the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34), as amended, to the extent that the provisions of the Washington Condominium Act are made applicable, either automatically as provided in RCW 64.34.010(1) or by some other provision of law or by the Declaration.

2.3 "Allocated Interests" means the undivided interest in the Common Areas and Facilities, the common expense liability, and voting power in the association allocated to each unit.

2.4 "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; and (c) costs of collection, including reasonable attorneys' fees, incurred by the association in connection with the collection of a delinquent owner's account.

2.5 "Association" means the incorporated association of Unit Owners acting as a group in accordance with the Bylaws thereof, this Declaration and the Condominium Act as may be amended from time to time. The Association shall be called THE NEWPORT YACHT BASIN ASSOCIATION OF CONDOMINIUM OWNERS.

2.6 "Board of Directors" means the five (5) persons elected by the Association, who shall manage and administer the Condominium in accordance with the Bylaws of the Association, this Declaration and the Condominium Act. The Board of Directors is sometimes referred to as the "Board."

2.7 "Building" means the building containing the Units and comprising a part of the Property. The term "Building" may be used interchangeably with the term "Dock" and may include docks, walkways, finger piers and roofs, where applicable.

2.8 "Bylaws" mean the bylaws of the Association provided for in Section 7 and any amendments thereto.

2.9 "Common Areas and Facilities" means all portions of the condominium other than the Units and shall include, but not be limited to, the following:

- (a) The Land, including the bed of Lake Washington;
- (b) Docks, other than the Fuel Dock Unit (exclusive of finger piers); and
- (c) Roofs, foundations, columns, piling, navigational aids, breakwaters, buoys, beams, supports, pile guides and all components of the main walkways of the moorages including the water, electrical and float connection systems; and
- (d) All central installations of electrical, plumbing, garbage and trash facilities and other utilities, including sewers and septic tanks, and those portions of the telephone service systems not furnished and owned by the telephone company or owned individually by the Unit Owners; and
- (e) Access roads, parking areas, fences and gates; and
- (f) To the extent permitted by law or judicial decision the waters which ebb and flow within the confines of the Condominium; and
- (g) All other physical structures necessary or incidental to the access, support and enjoyment of a Unit, unless otherwise specified.

2.10 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

2.11 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Section 7 and Appendix B.

2.12 "Condominium" means the condominium development which is the subject of this Declaration. The condominium is named Newport Yacht Basin.

2.13 "Condominium Act" means RCW Chapter 64.32, as the same may be amended, and applicable portions of RCW Chapter 64.34, as hereafter amended.

2.14 "Conveyance" means any transfer of the ownership of a unit, including a transfer by deed or by real estate contract and, with respect to a Unit in a leasehold condominium, a transfer by lease or assignment thereof, but shall not include a transfer solely for security.

2.15 "Declaration" means this Declaration and all the appendices hereto which are so designated.

2.16 "Dispose" or "Disposition" means a voluntary transfer or conveyance to a purchaser of any legal or equitable interest in a Unit, other than the transfer or release of a security interest.

2.17 "Electronic Means" means any manner of electronic communication as provided for in RCW 24.03 and its subsequent revisions.

2.18 "Eligible Mortgagee" means the holder of a mortgage on a Unit that has filed with the secretary of the Association a written request for copies of notices of any action by the Association that requires the consent of Mortgagees. For the purposes of this Declaration the term "Eligible Mortgagee" includes insurers and guarantors of mortgages. With respect to any action requiring the consent of a specified number or percentage of Mortgagees, the consent of only Eligible Mortgagees holding a first lien mortgage need be obtained and the percentage shall be based upon the votes attributable to the Units with respect to which Eligible Mortgagees have an interest.

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

2.20 "Governing Documents" means this Declaration, Articles of Incorporation, if any, Bylaws and Rules and Regulations adopted by the Association, as may be lawfully amended from time to time.

2.21 "Identifying Number" means the designation of each Unit in the Condominium.

2.22 "Land" means the real property described in Appendix A of this Declaration.

2.23 "Limited Common Areas and Facilities" means those Common Areas and Facilities which are reserved for the use and enjoyment of particular Unit Owners to the

exclusion of other Unit Owners. Limited Common Areas and Facilities consist of the finger piers adjacent to each Unit. Each finger pier is limited to use by the Unit Owners adjacent to such finger pier. If two Unit Units are located adjacent to a finger pier, each Unit Owner is entitled to the use and benefit of fifty percent (50%) of such finger pier.

2.24 "Majority" or "Majority of Unit Owners" means the Unit Owners with fifty-one percent or more of the votes in accordance with the percentages assigned in this Declaration, as duly recorded or as it may be lawfully amended, to the Units for voting purposes.

2.25 "Manager" means the person employed by the Board, if any, to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person by the Board of Directors.

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

2.27 "Mortgagee" means the holder of a mortgage or the beneficiary under a deed of trust.

2.28 "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entity. The singular may include the plural, and the masculine may include the feminine or vice versa, where the context so admits or requires.

2.29 "Property" means the land, the building, all improvements and structures thereon, all owned in fee simple absolute or qualified, by way of leasehold or by way of a periodic estate, or in any other manner in which real property may be owned, leased or possessed in this state, and all easements, rights and appurtenances belonging thereto, none of which shall be considered as a security or security interest, and all articles of personality intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the Act.

2.30 "Purchaser" means any person, who by means of a Disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest, or (b) as security for an obligation.

2.31 "Real Property" 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. "Real property" includes parcels and spaces that may be filled with air or water.

2.32 "Record" means to file of record with the Auditor of King County, Washington.

2.33 “Specifications” means the survey map and drawings and site plan for Newport Yacht Basin which are identified above and which are filed for record herewith in accordance with the requirements of the Condominium Act.

2.34 “Unit” means a Unit, which shall be bounded by six planes in space, which are referred to as the front and rear wall, the two (2) side walls, the floor and the ceiling. The floor and ceiling are planes in space which are parallel to each other and perpendicular to the walls of the Unit. The walls of the Unit are planes in space which are perpendicular to the ceiling and floor of the Unit; the front wall is parallel to the rear wall and the two side walls are parallel to each other. The ceiling of each Unit without a roof is located forty-five (45) feet above the line of ordinary high water of Lake Washington, while the ceiling of a Unit with a roof is to the underside of the supporting horizontal beams securing the roof. The floor of each Unit is located 6 feet below the line of ordinary high water of Lake Washington.

2.35 “Unit Owner” means any person, firm or corporation owning an Unit in fee simple, absolute or qualified, by way of leasehold or by way of periodic estate, or in any other manner in which real property may be owned, leased or possessed under the laws of the State of Washington, together with an undivided interest in a like estate of the Common Areas and Facilities in the percentage specified and established herein. Such terms shall also include any person, firm or corporation which owns a vendee’s interest under, or by reason of, a contract of purchase or real estate contract, but shall not include any interest held or represented by a buyer under an earnest money receipt and agreement.

2.36 “Voting Power” means the weight of a Unit Owner’s vote, and is equivalent to that Unit Owner’s percentage of ownership in the Association, as described in Appendix B.

**ARTICLE 3**  
**DESCRIPTION OF REAL PROPERTY INCLUDED IN THIS CONDOMINIUM**

The land on which the condominium provided for in this Declaration is located in the City of Bellevue, King County, Washington and is further described in Appendix A attached hereto.

**ARTICLE 4**  
**DESCRIPTION OF BUILDINGS, UNITS AND IMPROVEMENTS**

4.1 The Buildings. The seven buildings are shown in the Specifications. The buildings, or docks, are constructed of wood pilings, wood stringers and wood, concrete and metal grating planking, waterlines and electrical installations. Covered docks are constructed of wood and steel posts. Building A has seventy-eight (78) Units. Building B has ninety-four (94) Units. Building C has one hundred eighteen (118) Units. Building D has eighteen (18) Units. Building E has thirty-six (36) Units. Building F has twenty-three (23) Units. Building G has forty-four (44) units.

4.2 The Units. Each Unit is located as shown on the original Survey Map and Plans for the condominium and each is comprised of one room. Each Unit is accessible by water and by foot over the adjacent docks, finger piers, access ramps and longitudinal piers. The ownership dimensions of the Units are also identified in the Specifications.

4.3 Common Areas and Facilities. The Common Areas and Facilities are described in paragraph 2.9 above and are shown in the Survey Map and Plans for the condominium.

4.4 Limited Common Areas and Facilities. The Limited Common Areas and Facilities are described in paragraph 2.23 above and are shown in the Survey Map and Plans for the condominium.

4.5 Purpose. All Units, except the Fuel Dock Unit, shall be used solely for the purpose of mooring watercrafts. The Fuel Dock Unit is located on Dock B and shall be used by the owner of the Fuel Dock Unit for the purpose of storing fuel and selling fuel to Unit Owners and to the public. Any Unit Owner may submit a request to the Board of Directors to use a Unit for other purposes. The request must be granted by a majority of the Board of Directors and if approved, the purpose exemption will not run with the land. The unit will revert to its previous purpose if/when title of the Unit is conveyed to a new Owner.

## **ARTICLE 5 ALLOCATED INTERESTS**

5.1 Allocated Interest of Each Unit. The Allocated Interest of each Unit in the Common Areas and Facilities, the Common Expense Liability and the votes in the Association (voting power) and the formula used to determine the Allocated Interest of each Unit for each of the same are set forth in Appendix B attached hereto. The Allocated Interest appertaining to each Unit cannot be changed except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Except as permitted by the Act, the Common Areas and Facilities are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of Allocated Interest made without the Unit to which those interests are allocated is void.

**ARTICLE 6**  
**ASSOCIATION OF UNIT OWNERS**

6.1 Form of Association as a Non-Profit Corporation. The Association shall be organized as a non-profit corporation under the laws of the State of Washington and shall be known as The Newport Yacht Basin Association of Condominium Owners.

6.2 Membership.

6.2.1 Qualification. Each Unit Owner shall automatically become a member of THE NEWPORT YACHT BASIN ASSOCIATION OF CONDOMINIUM OWNERS. Ownership of a Unit shall be the sole qualification for membership in the Association. Each Unit Owner shall be subject to the Association's Governing Documents.

6.2.2 Transfer of Membership. The Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to such Unit. Any prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

6.2.3 Member in Good Standing. In order to be eligible to vote on any Association matter and receive other benefits of membership (i.e. parking permits, usage of the social dock, etc.), a member must be in good standing. Any member who is more than 90 days delinquent in the payment of assessments is not a member in good standing.

After notice and an opportunity to be heard, the Board may suspend the voting rights of members and the rights of the member and the occupants of his/her Unit to use facilities and receive association services for any period during which assessments levied and due from such member and against his Unit remain unpaid or for an infraction of rules and regulations of the Association by any member or any Occupant of the member's unit.

6.3 Voting.

(a) Number of Votes. The total voting power of all Unit Owners shall be 100% and each Unit Owner shall be entitled to cast the number of votes equal to his percentage interest in the Common Areas and Facilities as described in Appendix B.

(b) Voting Owner. If any Unit be owned by more than one person, firm or corporation, then the owners thereof shall appoint one person to cast the vote appertaining to the Unit, and shall file a written statement with the Board of Directors signed and dated by all Owners, stating that such person has been appointed to cast the vote for that Unit. The person appointed to cast such vote need not be a Unit

Owner. Any such designation once made may be revoked at any time by any one of the Unit Owners who has signed the statement by filing written notice of such revocation with the Board of Directors. In addition, any such appointment shall be deemed revoked when the Board shall receive notice of death or judicially declared incompetency of any Unit Owner or upon the conveyance of any Unit Owner of his interest in his Condominium. In situations where there is more than one Unit Owner, the Unit Owners attending any meetings of the Association may, if they act unanimously, cast the vote for that Unit.

(c) Joint Owner Disputes. The vote for a Unit must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void if the votes are conflicting.

(d) Voting at Meetings; Proxies. Voting at any meeting of the Association may be in person or by proxy, provided that such proxy be in writing and signed by the Unit Owner and filed with the Board of Directors of the Association in advance of the meeting at which such vote is taken. Any proxy given by an Unit Owner to or in favor of a holder of indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage or deed of trust with first priority over other mortgages or encumbrances) upon his Condominium, shall upon presentment to the Board of Directors, be honored by the Association and may not be revoked by the Unit Owner without the written consent of the holder of such indebtedness. A Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association or by submission of a subsequent proxy. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven (11) months after its date of issuance.

(e) Voting by Mail. The Board may decide that voting of the Owners shall be by mail and without a meeting of the Association with respect to items of Association business for which approval by the Owners is required by the Washington Condominium Act, this Declaration, or the Bylaws. However, voting by mail shall not be used with respect to any particular election of the Board or with respect to the adoption of any proposed amendment to the Declaration, or ratification of the annual budget. If the Board determines that a matter may be determined by a vote by mail, the vote shall be conducted in accordance with the following procedure:

i. The secretary shall give written notice and one written ballot per Unit to the Unit Owner (or the Unit's voting representative, if applicable), which notice shall include the text of any proposed resolution for action which sets forth a description of the proposed action. The notice shall state that the Owners are entitled to vote by mail for or against the proposal by delivering the completed enclosed ballot to a specified address on or before a specified date not less than fifteen (15) days after

delivery of notice to the Owners (the "Deadline"). After the expiration of the Deadline, the Board may but shall not be required to request in person or in writing that each Owner who has not submitted his or her ballot with respect to the proposal promptly return such ballot to the address specified in the original notice. Ballots which are received more than twenty-eight (28) days after the Deadline shall not be effective.

ii. With respect to issues on which voting is conducted by mail, the submission of valid ballots representing thirty-five percent (35%) of the total voting power shall constitute a quorum for voting by mail.

iii. Any proposal shall be adopted if a quorum for voting by mail is represented and the proposal is approved by the affirmative vote of not less than a majority of the votes cast on such question, unless a greater or lesser voting requirement is established by the Washington Condominium Act, the Declaration or the Bylaws and unless the consent of the Eligible Mortgagees has not been obtained as required by the Washington Condominium Act, or the Declaration.

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

v. Within thirty (30) days after the ballots have been counted, each Owner shall be notified by mail or other delivery with written notice of the results of the ballot or that a quorum of ballots were not returned.

(f) Voting by Electronic Means. The Board may decide that voting of the Owners may be made by email or other electronic means as may be provided for by the Washington Non-Profit Corporation Act RCW 24.03. However, voting by email or electronic means shall not be used with respect to any particular election of the Board or with respect to the adoption of any proposed amendment to the Declaration, or ratification of the annual budget. Procedures consistent with that Act may be adopted by the Board to conduct votes which meet the intention of the Bylaws to provide adequate notice and opportunity to vote to the members consistent with the intent of the Declaration and Bylaws.

## **ARTICLE 7 MANAGEMENT OF CONDOMINIUM BY BOARD OF DIRECTORS**

7.1 Management and Administration of Newport Yacht Basin. The Board of Directors shall manage and administer Newport Yacht Basin on behalf of the Association and shall consist of five (5) persons who shall serve without compensation. The Board of Directors shall be elected by members of the Association in the manner provided herein and in the Bylaws. The Board may delegate any portion of its power to a manager, managing agent, or officer of the Association or in such manner as may be provided by the Bylaws.

7.2 Actions on Behalf of Association. Except as otherwise provided in the Section 7.3 of any other provision of this Declaration, the Bylaws, or the Act, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

7.3 Actions not on Behalf of Association. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Section 15.1, to terminate the Condominium pursuant to RCW 64.34.268, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board pursuant to Section 7.1; but the Board may fill vacancies in its membership for the unexpired portion of any term.

7.4 Powers. In managing and administering Newport Yacht Basin, the Board of Directors shall have the following powers and duties:

- (1) To adopt and amend rules and regulations;
- (2) To enforce the provisions of the Condominium Act, this Declaration, the Bylaws of the Association, and such other reasonable rules and regulations regarding the maintenance, administration and operation of Newport Yacht Basin as may be established by the Board from time to time.
- (3) To prepare and submit to the Association estimates of the common expenses of Newport Yacht Basin to be payable during each fiscal year of the Association, for administration, maintenance, repair or replacement of the Common Areas and Facilities and such other common expenses as may be imposed by law or by this Declaration.
- (4) To make assessments upon the Unit Owners for the common expenses of Newport Yacht Basin, and to enforce the same by any means provided by law, this Declaration or the Bylaws of the Association.
- (5) To determine the amount or amounts of reserves and working capital necessary for proper maintenance, replacement, repair, and operation of Newport Yacht Basin and to make assessments on the Unit Owners for such amounts.
- (6) To make contracts and incur liabilities;
- (7) To regulate the use, maintenance, repair, replacement and modification of Common Areas and Facilities;
- (8) To cause additional improvements to be made as a part of the Common Areas and Facilities, pursuant to Section 7.4(15) below;

(9) To acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, but Common Areas and Facilities may be conveyed or subjected to a security interest only if sixty-seven percent (67%) of the votes in the Association agree to that action;

(10) To grant easements, leases, licenses, and concessions through or over the Common Areas and Facilities and petition for or consent to the vacation of streets and alleys if a majority of the owners present at a meeting or voting by mail or electronic means agree to that action;

(11) To impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Areas and Facilities, other than limited Common Areas and Facilities, and for services provided to the Unit Owners;

(12) To impose and collect charges for late payment of assessments and, after notice and an opportunity to be heard by the Board of Directors or by such representative designated by the Board of Directors and in accordance with such procedures as provided in the Declaration or Bylaws or Rules and Regulations adopted by the Board of Directors, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board of Directors and furnished to the owners for violations of the Declaration, Bylaws, and the Rules and Regulations of the Association;

(13) To impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates, and statements of unpaid assessments;

(14) To provide for the indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance;

(15) To order work which the Board of Directors deems necessary to the operation, maintenance, repair and replacement of the Common Areas and Facilities, and any additions or improvements thereto, except however, that the Board shall not make or order work for the construction or installation of any additional capital improvements which cost in excess of ten percent (10%) of the current fiscal year budget without the approval of the Unit Owners holding a majority interest in the Common Areas and Facilities. For purposes of this subparagraph 7.4(15) "additional capital improvements" shall mean any added improvements which are not intended to replace like or similar improvements which have been damaged or destroyed by fire or other casualty or which are no longer functional because of wear and tear or obsolescence.

(16) To employ attorneys and accountants and other consultants or specialists as may be reasonably necessary or convenient to the carrying out of the functions of management and administration of Newport Yacht Basin, and to authorize and pay for their reasonable compensation as common expenses.

(17) To obtain and maintain the kinds and amounts of insurance for Newport Yacht Basin and the Association as required by this Declaration, and such additional kinds or higher amounts of insurance as shall be approved by the Unit Owners holding a majority interest in the Common Areas and Facilities and to authorize and pay the cost thereof as a common expense.

(18) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or on behalf of two or more of the Unit Owners, as their respective interest may appear, with respect to any cause of action on matters affecting the Condominium.

(19) To take action as may be necessary or convenient for the collection of all sums assessed against any Unit Owner for his share of the common expenses, insofar as the same is not inconsistent with the Condominium Act and this Declaration; and to incur such expenses and attorney's fees as may be reasonable, necessary or convenient for the accomplishment of such purpose.

(20) To retain or hire such persons, firms or corporations to exercise on behalf of the Board of Directors such activities and functions of management and administration as the Board of Directors shall deem advisable and proper from time to time.

(21) To exercise and perform all other rights and duties respecting the management and administration of Newport Yacht Basin which are to be performed by the Board of Directors or the Association pursuant to this Declaration.

(22) To do all other such reasonable act as the Board may deem necessary or proper to manage and administer Newport Yacht Basin, including but not by way of limitation the power to grant such easements to public bodies for utility services as the Board, in its reasonable opinion may determine to be for the benefit of Newport Yacht Basin. To grant such easements, no approvals or other authorizations of the Unit Owners shall be required.

(23) 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 and Facilities, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorneys' fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Units responsible to the extent of their responsibility.

## 7.5 Board Entry into Units.

(a) The Board and its agents or employees, may enter any Unit or Limited Common Areas and Facilities when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be repaired by the Board and paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common or Limited Common Areas and Facilities where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, Owners shall provide the name and telephone number(s) for an emergency contact person who is able and authorized to gain immediate access to their Units and Limited Common Areas and Facilities, if necessary.

(b) In addition to the authority granted to the Board in subsection (a) of this Section 7.5, the Board and its agents or employees may also board a vessel for cause to rectify an issue with the vessel. With respect to this paragraph cause includes but is not limited to:

- a. Boat in peril of sinking;
- b. Adjusting lines that are problematic;
- c. Fuel leaks;
- d. Circumstances which involve the safety of the marina, individuals at the marina, and/or the surrounding vessels.

If a representative of the Association must board a vessel for a cause listed above, the Unit Owner responsible for that vessel shall be responsible for any damage or cost caused by entry to the vessel or damage which is caused to Association property as a result. The cost shall be specially charged to such Unit and collectable as an Assessment.

## 7.6 Bylaws of the Association.

(a) Amendments to the Bylaws. The Association has adopted Bylaws. The Bylaws may be amended from time to time by a vote of the Unit Owners holding sixty percent (60%) of the voting power in the Association as provided for in the Bylaws.

(b) Bylaws Provisions. The Bylaws may contain supplementary, not inconsistent, provisions regarding the operation and administration of the Association.

(c) Quorum. The Association may take action which is binding upon all Unit Owners at any properly convened meeting at which a quorum is present. A

quorum of the Association shall be thirty-five percent (35%) of the voting power of the Association.

7.7 Common Expenses. The Board of Directors, for the benefit of the Condominium and the Unit Owners, shall enforce the provisions hereof and shall acquire and shall pay out of the common expense fund all costs which, in the reasonable opinion of the Board, are necessary or proper for the management and administration of Newport Yacht Basin, including, but not by way of limitation, the following:

(a) Water, electricity, sewer, garbage collection, and other necessary utility services for the Common Areas and Facilities, to the extent not separately metered or charged for the Units, plus any public assessments with respect to such services.

(b) A policy or policies of property insurance, naming as the insured the Board of Directors as Trustees for the Unit Owners, with extended coverage for the full insurable replacement value of the Units and Common Areas and Facilities, or such other fire and casualty insurance as the Association shall determine giving substantially equal or greater protection to the Unit Owners, and their mortgagees, as their respective interests may appear, which policy or policies shall provide for a separate endorsement for mortgagees, together with a loss payable endorsement in favor of any mortgagee or mortgagees of the Condominium. The amount of such policy or policies shall be reviewed annually by the Board of Directors so that the amounts thereof continually reflect the total full replacement value of the Units and Common Areas and Facilities.

(c) A policy or policies insuring the Board of Directors, the Association and the Unit Owners against any liability to the public, or to any other Unit Owner, or to any invitees or tenants of any Unit Owner, for property damage or bodily injury incident to the ownership or use of any Unit or the Common Areas and Facilities. Limits of liability under such insurance policy or policies shall not be less than Two Million Dollars (\$2,000,000) for any one person injured; Two Million Dollars (\$2,000,000) for any one accident; and Two Million Dollars (\$2,000,000) for property damage for each occurrence. These limits may be higher as determined by the Board of Directors and any increased premiums will be reflected in the annual budget approved by the Board of Directors and ratified by the Unit Owners pursuant to Section 9.1 of this Declaration. Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

(d) Director's and Officer's insurance for the Board of Directors in the amount of not less than Two Million Dollars (\$2,000,000.00). These limits may be higher as determined by the Board of Directors and any increased premiums will be reflected in the annual budget approved by the Board of Directors and ratified by the Unit Owners pursuant to Section 9.1 of this Declaration.

(e) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(f) Fidelity bonds naming the members of the Board, the Manager and its employees and such other persons as may be designated by the Board as principals and the Association as obligee, in an amount equal to at least three (3) months' aggregate Assessments for all Units plus reserves, in the custody of the Association or Manager at any given time during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employees" or similar expression.

(g) The services of persons or firms such as required to properly manage the affairs of the condominium to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Common Area, whether such personnel are employed directly by the Board or are furnished by the manager or management firm or agent.

(h) Legal and accounting services necessary or proper in the operation of the Common Areas and Facilities or the enforcement of this Declaration, or the enforcement of the Condominium Act.

(i) Fees and charges due any person, firm or corporation retained or hired by the Board of Directors to perform any functions or activities in connection with the management or administration of Newport Yacht Basin.

(j) Painting, maintenance, replacement, repair and all landscaping of the Common Areas and Facilities, and such furnishings and equipment for the Common Areas and Facilities as the Board of Directors shall reasonably determine to be necessary or proper and the Board shall have the exclusive right and duty to acquire the same for the Common Area.

(k) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board of Directors may procure or pay for pursuant to the terms of this Declaration, the Condominium Act or the Association's Bylaws, or which the Board shall reasonably decide are necessary or proper for the operation and maintenance of the Common Areas and Facilities or for the enforcement of any provisions in the Condominium Act, this Declaration or the Bylaws of the Association; provided that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular Units or their Owners, the cost thereof shall be specially assessed to the Owner of such Units.

7.8 Attorney-in-Fact. Each Owner, by the mere act of becoming an Owner or contract purchaser of a unit, shall irrevocably appoint the Association as his attorney-in-fact, with full power of substitution, to take such action as reasonably necessary to

promptly perform the duties of the Association and Board hereunder, including but not limited to the duties to maintain, repair and improve the property, to deal with the Unit upon damage or destruction, and to secure insurance proceeds.

## **ARTICLE 8 DAMAGE OR DESTRUCTION TO NEWPORT YACHT BASIN**

In the event of any damage or destruction to all or any part of the Common Areas and Facilities, the Board of Directors shall promptly estimate the cost of replacing, restoring, or rebuilding such damaged or destroyed property, using such appraisers, contractors, engineers, architects, or other experts or consultants as the Board shall reasonably, but in its sole discretion deem appropriate. If the estimated cost is less than Twenty Thousand Dollars (\$20,000.00) in excess of insurance proceeds then the Board of Directors shall retain and hire such appraisers, architects, engineers, contractors, consultants or other persons as may be necessary to restore, rebuild or repair such damaged and destroyed property. The Board shall also collect the insurance proceeds, if any, and apply same to the cost of restoration, repair or reconstruction and if the insurance proceeds shall be insufficient to pay the costs thereof, the Board shall assess each Unit Owner for such deficiency according to his percentage interest in the Common Areas and Facilities. If the estimated cost of replacement, repair, restoration, or reconstruction is greater than Twenty Thousand Dollars (\$20,000.00) in excess of insurance proceeds then the Board of Directors shall promptly call a special meeting of the members of the Association as provided in the Bylaws thereof, and a vote by the Unit Owners holding a sixty percent (60%) interest in the Common Areas and Facilities shall determine whether Newport Yacht Basin shall be sold, repaired, restored or rebuilt. If the Association shall vote not to rebuild, repair, or restore the damaged or destroyed elements, the Board may nevertheless expend such portions of the insurance proceeds, if any, as may be reasonably necessary to remove the remains of the Improvements and put the site into a satisfactory condition as may be required by any governmental rule or regulation, or in such condition as the Board of Directors may reasonably determine is necessary to protect the Unit Owners from potential liability accruing from the condition of the site, and the balance of the proceeds shall thereafter be distributed as provided by law.

## **ARTICLE 9 COMMON EXPENSES; ASSESSMENTS**

9.1 Common Expenses and Assessments. Within thirty (30) days after adoption of any proposed budget for the Association, the Board of Directors shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget

last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

9.2 Commencement of Annual Assessments. The annual Assessments provided for in the Declaration shall be due and payable in four (4) equal quarterly installments beginning on the first day of February each year, or in any other manner which the Board reasonably requires.

9.3 Common Expense Caused by Unit Owner Negligence. To the extent that any Common Expense is caused by the negligence or misconduct of any Unit Owner, or the Unit Owner's guest, tenant, occupant, invitee or pet, the Association shall assess that expense against the Owner's Unit.

9.4 Payment by Owners. Each Unit Owner shall be obligated to pay assessments made pursuant to this section to the Association in equal quarterly installments.

9.5 All funds collected hereunder shall be expended for the purposes designated herein.

9.6 Omission of Assessment. The omission, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Unit Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon written consent of seventy percent (70%) of the Unit Owners and their mortgagees. No Unit Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of the Common Areas and Facilities or by abandonment of his Unit.

9.7 Records and Audit. The Association shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing the operation, maintenance, replacement and repair expenses of the Common Areas and Facilities and any other expenses incurred. Except as otherwise protected from disclosure by applicable law, records and vouchers authorizing the payments involved shall be available for examination by any Unit Owner, lender, prospective purchaser of an Unit, or prospective lender, personally or by an authorized representative, and for copying, by appointment only during business hours each weekday. The Association may assess reasonable charges against an Owner and the Owner's Unit to cover the direct and indirect costs of examination and copying of Association records by an Owner or an Owner's representative and may require any other requesting party to pay a like charge.

All books and records shall be kept in accordance with good accounting procedures and audited at least once a year by an auditor outside the Association. At

least one copy of the annual financial statement and report of the Association prepared by the outside auditor shall be furnished to each Unit Owner and any Mortgagee requesting the same within 60 days following the end of the fiscal year covered thereby or as soon thereafter as the same shall be completed by said auditor.

## 9.8 Default in Payment of Assessments.

9.8.1 Lien Indebtedness. Each quarterly assessment and each special assessment shall be separate distinct and personal debts and obligations of the Unit Owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Unit Owner, plus interest thereon at the highest rate permitted by law from the due date until paid, and collection costs, including reasonable attorney's fees, shall become a lien upon his Condominium as provided in the Condominium Act.

9.8.2 Priority of Assessments. Notwithstanding any other provisions of the Declaration and as provided in the Washington Condominium Act, the liens created under this Declaration upon any Unit for Assessments shall be subject to (a) Liens and encumbrances recorded before the recording of the Declaration; (b) a Mortgage on a Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Unit. A lien for Assessments is not subject to the provisions of Chapter 6.13 RCW regarding homesteads. A lien shall also be prior to the Mortgages on a Unit recorded after the date or recording of this Declaration to the extent of Assessments for common expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association which would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the Association or a Mortgagee, the date of a trustee's sale in a non-judicial foreclosure by a Mortgagee, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract. All taxes, assessments and charges which may become liens shall relate only to the Units and not to the Condominium as a whole.

9.8.3 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on Assessments that may in the future become or remain delinquent. Unless provided otherwise by the Board, interest shall accrue at a rate of 12% per annum or the maximum rate permitted by state or federal law.

9.8.4 Recovery of Attorneys' Fees and Costs. The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not the collection activities result in suit being commenced or prosecuted to judgment.

9.8.5 Judicial Foreclosure of Assessment Lien. A lien for nonpayment of any assessment may be enforced or foreclosed by the Board of Directors on behalf of the Association, or by a bank, or trust company, or savings and loan association with the foreclosure to be conducted in accordance with the provisions of law applicable to the foreclosure of a mortgage on real property in the manner permitted by law. In any such foreclosure, the Unit Owner shall be required to pay the costs and expenses of such proceedings and a reasonable attorney's fee.

9.8.6 If a foreclosure proceeding is instituted because of the failure of an Unit Owner to make timely payments of monthly assessments or special assessments, the Board of Directors acting on behalf of the Association shall send a duplicated notice of such foreclosure action to any mortgagee with a recorded interest in such Unit.

9.8.7 In case of a foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association shall have the power to bid on the Condominium at the foreclosure sale and to hold, lease, mortgage and convey the Condominium.

9.8.8 If a Unit Owner fails to pay assessments within one hundred and eighty (180) days of the date on which the Board of Directors sends notice to the Unit Owners that such assessment is due, in addition to other remedies herein, the Board of Directors shall have the power to remove any watercraft from the Unit without incurring any liability for such removal. The Unit Owner shall be responsible for any costs associated with the removal and storage of a watercraft removed from the Unit. Such costs shall be a special charge against the Unit collectable under this Section 9.

9.8.9 Rental Units. If the Assessments owed by the Owner of a rented Unit are delinquent, the Board may collect, and the Tenant shall pay to the Board, the rent for any Unit owed by the delinquent Owner, or that portion of the rent equal to the amount due to the Association. The Tenant shall not have the right to question the Board's demand for payment. Payment by the Tenant to the Association will satisfy and discharge the Tenant's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Unit rental or a waiver of the Owner's obligations as provided in the Declaration. The Board shall not exercise this power where a receiver has been appointed with respect to a Unit or Unit Owner; or in a manner inconsistent with the exercise of any rights by a Lender. If a Tenant fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under RCW 59.12.030, and the costs and attorneys' fees incurred by the Association in connection with that action shall be collectable from the Tenant in that action, and from the Owner of the Unit in the same manner as any other Assessment under this Article.

**ARTICLE 10  
MORTGAGEES**

10.1 Mortgagee Protection. Notwithstanding all other provisions hereof:

10.1.1 The assessment liens created hereunder upon any Condominium shall be subject and subordinate to, and shall not affect the rights of the holder of an indebtedness secured by any recorded mortgage or deed of trust upon any Unit made in good faith and for value.

10.1.2 Where the mortgagee of a mortgage of record or other purchase of an Unit obtains possession of the Unit as a result of foreclosure of the mortgage, such possessor, his successor and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to such possession. Such unpaid share of common expense of assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such possessor, his successors and assigns.

10.1.3 Where the mortgagee of a mortgage of record or other purchaser of an Unit obtains possession of the Unit as a result of foreclosure of the mortgage, such possessor, his successors and assigns shall be liable for common expenses or assessments by the Association chargeable to such Unit which become due at or after the time of such possession and such possessor shall pay such common expenses or assessments in the manner prescribed for any other Unit Owner in this Declaration, the Bylaws or the Condominium Act.

**ARTICLE 11  
OWNERSHIP AND POSSESSION OF UNITS**

11.1 Exclusive Ownership. Each Unit Owner shall have exclusive ownership and possession of his Unit, and the use and possession of the Limited Common Areas and Facilities which are designated for his Unit respectively, according to the Declaration and the Specifications. Each Unit Owner shall have an undivided interest in the Common Areas and Facilities as set forth in Appendix B of this Declaration. Such percentage of undivided interest of each Unit Owner shall have a permanent character and shall not be altered without the consent of one hundred percent (100%) of the Unit Owners expressed in an amendment to this Declaration, duly recorded. The percentage of undivided interest in the Common Areas and Facilities shall not be separate from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Unit Owner may use the Common Areas and Facilities (which are not designated as Limited Common Areas and Facilities) in accordance with the purpose for which they are intended, but without hindering or encroaching upon the lawful rights of the other Unit Owners to make like use thereof.

## 11.2 Subdivision or Combination.

11.2.1 Submission of Proposal. No Unit, Units, or Common Areas and Facilities shall be subdivided or combined, either by agreement or legal proceedings, except as provided in this Article. Any Unit Owner may propose subdividing or combining of any Unit or Units, or Common Areas and Facilities, by submitting the proposal in writing to all other Unit Owners and the Mortgagees of the Units to be subdivided or combined. If the proposal contemplates the subdivision of any Unit, the proposal must also be given to every First Mortgagee of any Unit in the Condominium. The proposal must include complete plans and specifications for accomplishing the subdivision or combination and proposed amendments of this Declaration and the Survey Map and Plans.

11.2.2 Approval Required for Subdivision. A proposal that contemplates subdivision of any Unit, its appurtenant Limited Common Areas and Facilities, or other Common Areas and Facilities, will be accepted only if approved in writing by all Owners and Mortgagees of the Unit or Units to be subdivided (if subdivision of a Unit is contemplated), the Owners of seventy percent (70%) of the undivided interest in the Common Areas and Facilities held by Owners and every First Mortgagee.

11.2.3 Approval Required for Combination. A proposal that contemplates only combination of Units without subdividing any of them will be accepted if approved in writing by the Owners of seventy percent (70%) of all owners and all of the Owners and Mortgagees of the Units to be combined. A combined Unit shall have the percentage ownership of the Common Areas and Facilities and the percentage of common expenses liability of the units combined.

11.2.4 Procedure After Approval. Upon approval of the proposal, the Owner making it may proceed according to the proposed plans and specifications; provided that the Board may in its discretion require that the Board administer the work or that provisions for the protection of other Units or Common Areas and Facilities or that reasonable deadlines for completion for the work be inserted in the contracts for the work. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed on record as amendments thereto. The Unit Owner who has proposed the subdivision or combination of a Unit shall be responsible for any costs associated with the subdivision or combination, including but not limited to costs of conducting a vote of the Unit Owners and costs of recording an amendment to this Declaration.

## 11.3 Unit Owner's Obligation to Maintain and Repair.

(a) Each Unit Owner shall, at his/her sole expense, have the right and the duty to keep the Limited Common Areas and Facilities appurtenant to his/her Unit in good order, condition and repair. Each Unit Owner shall be responsible for the cost of maintenance and repair to the appurtenant Limited Common Areas and Facilities, if the

maintenance and repair are necessitated by the Unit Owner's use of the Unit, above and beyond normal wear and tear.

(b) Non-Structural Alterations. A Unit Owner shall not alter, or in any manner modify, paint or otherwise change any of the Improvements, including any part of the Limited Common Areas and Facilities or the Common Areas and Facilities, without the prior written consent of the Board of Directors. If a Unit Owner violates the provisions of this subparagraph, such Unit Owner shall pay all costs of every kind and nature which are reasonably incurred by the Board of Directors in putting the Unit and/or the Improvements in the same condition as prior to such violation by the Unit Owner.

(c) Each Unit Owner shall promptly discharge any lien which may hereafter be filed against his Condominium and shall otherwise abide by the provisions of the Condominium Act.

11.4 Prohibition Against Structural Changes by Unit Owners. A Unit Owner shall not do any act or work which will impair the structural soundness or integrity of the Improvements or safety of Newport Yacht basin or impair any easement or hereditament with respect to Newport Yacht Basin, without the prior written consent of seventy percent (70%) of the voting power of the Association. No Unit Owner shall make or permit to be made any structural alterations, improvements or additions of whatever kind or type, in or to his Unit, or in or to any of the Improvements, including any part of the Common Areas and Facilities, paint or decorate any portion of the Improvements, including any part of the Common Areas and Facilities without first obtaining the unanimous written consent of the members of the Board of Directors.

11.5 Limited Common Areas and Facilities Maintenance. Limited Common Areas and Facilities, as defined in Section 2.23, are for the sole and exclusive use of the Units for which they are reserved or assigned; provided, that the use, condition and appearance thereof may be regulated under provisions of the Bylaws, rules or this Declaration including the following:

11.5.1 Decisions by Board. Decisions with respect to the standard of appearance and condition of Limited Common Areas and Facilities, and with respect to the necessity for, and manner of, caring for, maintaining, repairing, repainting or redecorating Limited Common Areas and Facilities ("Maintenance Work" herein), shall be made by the Board;

11.5.2 Performance of Work. Performance of such Maintenance Work shall be carried out by the Board on behalf of the Unit Owner or Owners of Units to which the Limited Common Areas and Facilities in questions is assigned or reserved; provided, that by written notice, the Board may permit such Unit Owner or Owners to perform such Maintenance Work themselves;

11.5.3 Board Approval. Unit Owners may not, however, modify, paint, or otherwise decorate, or in any way alter their respective Limited Common Areas

and Facilities without prior unanimous written approval of the Board at a meeting where a quorum is present;

11.5.4 Association Pays Cost. The Association will be responsible for the cost of such routine maintenance work for the Limited Common Areas and Facilities. However, at the discretion of the Board, if the cost of maintenance work is related to excessive wear and tear caused by a Unit Owner, the cost may be assessed to that Unit and Unit Owner and collected as an Assessment as described in Section 9.8.

11.6 Limitations on Use of Units and Common Areas. Unless an exemption is granted by the Board pursuant to Section 4.5 of this Declaration, each Unit except the Fuel Dock Unit shall be limited to the mooring of one watercraft, unless the Unit Owner receives the written permission of the Board of Directors to moor more than one watercraft.

(a) Each Unit Owner shall keep his Unit and the Limited Common Areas and Facilities appurtenant to his Unit in a neat, orderly condition. A Unit Owner shall not cause or permit materials, tools or litter of any kind to be present in the Common Areas and Facilities, including the Limited Common Areas and Facilities appurtenant to this Unit.

(b) No watercraft shall be moored by a Unit Owner in his Unit or permitted to be moored in his Unit if such watercraft extends more than two (2) feet past the finger pier (or in the case of covered moorage slips, three (3) feet beyond the finger pier). No part of any vessel shall overhang any common area.

11.7 Effect on Insurance. Nothing shall be done or kept in any Unit or in the Common or Limited Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities or Units without the prior written consent of the Board. No Owner and/or Purchaser shall permit anything to be done or kept in his Unit or in the Common or Limited Common Areas and Facilities which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Areas and Facilities, or which would be in violation of any laws.

11.8 Owner's Additional Insurance. Each Unit Owner shall, at his own expense, obtain and maintain individual insurance policies which provide coverage for the Owner's watercraft. If a Unit Owner rents or leases his/her Unit to a Tenant, the Unit Owner shall ensure that the Tenant has appropriate insurance coverage as required by this Section 11.8. Each Unit Owner is not required to but may also obtain and maintain insurance policies to provide building coverage for any damage to the Common or Limited Common Areas arising or resulting from the negligence, carelessness, or intentional action on the part of the Owner or his/her Tenant, or the family, servants, employees, agents, visitors, or licensees of that Owner or his/her Tenant; provide coverage for any damage to other Units or Common or Limited Common Areas arising or resulting from something within the control of or for which the

Owner or his Tenant, family, servants, employees, agents, visitors, or licensees of that Owner or his Tenant has the maintenance and/or repair responsibility; provide coverage for any water damage, the cause of which originates within the Owner's Unit; and provide coverage for the Association's property insurance deductible. If a Unit Owner does not maintain both the required and suggested additional insurance and damage occurs, any uninsured amounts, including the Association's insurance deductible, shall be the responsibility of that Unit Owner. No Owner shall be entitled to maintain insurance coverage in any manner which would decrease the amount which the Board, or any trustee for the Board, on behalf of all Owners, will realize under any insurance policy which the Board may have in force on the condominium at any particular time. Owners, or Owners on behalf of their Tenants, are 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 review its effect with the Board's insurance broker, agent or carrier. The Board may require Unit Owners and/or their Tenants to provide proof of insurance annually for issuance of an authorized parking permit.

#### 11.9 Liability for Damage.

11.9.1 Liability for the cost of repair or replacement of damage to property which is uninsured or is subject to any applicable insurance deductible shall be the responsibility of the individual Unit Owner where: (a) the damage is limited solely to damage to the Owner's Unit or the Limited Common Areas assigned to the Unit; (b) the damage is the result of negligence, carelessness, or intentional action on the part of the Owner or their Tenant, or the family, servants, employees, agents, visitors, or licensees of that Owner or their Tenant; or (c) the damage is caused by something within the control of or for which the Owner or his Tenant, family, servants, employees, agents, visitors, or licensees of that Owner or his Tenant has the maintenance and/or repair responsibility. In accordance with the preceding sentence, the amount of any Association or individual Unit Owner insurance deductible for an insured loss, or the repair or replacement costs of any uninsured loss, shall be paid by the Owner responsible by act, negligence or carelessness for the damage; or by the Owner responsible for the control or maintenance of the item causing the damage to or destruction of the property.

11.9.2 Except as provided in Section 11.9.1, liability for the amount of uninsured damage or damage subject to any deductible applicable to insurance obtained by the Association shall be prorated as determined by the Board between the Association and any involved Units in proportion to the relative amount of damage to the Common Areas and Facilities and to each of the affected Units (including the Limited Common Areas assigned thereto).

11.9.3 Nothing set forth in this Section 11.9 shall require the Association to pay any insurance deductible due under a Unit Owner's individual insurance policy or any Tenant's or lessee's policy of renter's insurance. The decision whether or not to file a claim under the Association's master insurance policy is in the discretion of the Board. The Board may require a Unit Owner to file a claim under the

Owner's policy if the Owner is responsible for damage and has not otherwise paid for the necessary repairs.

11.9.4 Any charge for repair or replacement expenses assessed to a Unit pursuant to this Section 11.9 shall be a lien upon that Unit and shall be collectable in the manner provided in Article 9.

## **ARTICLE 12 CONDEMNATION**

12.1 Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in advance thereof, the provisions of this Article 12 shall apply.

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

12.3 Complete Taking. In the event that the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in advance thereof, the condominium ownership pursuant thereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the respective undivided interest in the Common Area; provided, that if a standard different from the value of the property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, 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. After first paying out of the respective share of each Owner, to the extent sufficient for the purpose, all mortgages and liens on the interest of such Owner, the balance remaining in each share shall then be distributed to each Owner respectively.

12.4 Partial Taking. In the event that less than the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner:

12.4.1 As soon as practicable the Board shall reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds.

12.4.2 The Board shall apportion the amounts so allocated to taking of or injury to the Common Areas which in turn shall be apportioned among Owners in proportion to their respective undivided interests in the Common Areas.

12.4.3 The total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned.

12.4.4 The respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner had made within his own Unit shall be apportioned to the particular Unit involved.

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

12.4.6 If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Board shall employ such allocation to the extent it is relevant and applicable.

12.4.7 Distribution of apportioned proceeds shall be made to the respective Owners and their respective Mortgagees in the manner provided in Section 12.3.

12.5 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 12 above, provided that the Board may retain and apply such portion of each Owner's share of the Condemnation Award as is necessary to discharge said Owner's liability for any special assessment arising from the operation of said Article 12.

### **ARTICLE 13 ENFORCEMENT OF GOVERNING DOCUMENTS**

13.1 Strict Compliance. Each Owner, Tenant, and other Occupant of a Unit in the Condominium shall comply strictly with the provisions of the Governing Documents and with all decisions of the Board adopted as provided in the Governing Documents (referred to in the Declaration as "Board Decisions"). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Governing Documents, as they may be amended from time to time, are accepted and ratified by the Owner, Tenant, or other Occupant and all provisions of the Governing Documents shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though the provisions were recited and stipulated at length in each and every deed, conveyance or Lease of the Unit.

After notice and an opportunity to be heard by the Board or by such representative designated by the Board, and in accordance with such procedures as provided in the rules and regulations adopted by the Board of Directors, the Association may levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board of Directors and furnished to the Owners for violations of the

Declaration, Bylaws, and rules and regulations of the Association. The Association shall be entitled to recover attorney fees and other expenses and costs incurred for the benefit of a particular Owner or Owners; due to the misconduct of a particular Owner, its guests, tenants, or pets; to record a document reflecting changes in assignment of Limited Common Areas and Facilities, or for any other reason determined by the Board to justify a particular expense be Assessed against a particular Owner or Owners.

13.2 Failure to Insist on Strict Performance No Waiver. The failure of the Board of Directors 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 a 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 of Directors of payment of any assessment from an Unit Owner, with knowledge of breach of any covenant hereof 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 by the authorized officers of the Association.

13.3 Judicial Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration and with the Bylaws of the Association as the same may be lawfully amended from time to time, and with decisions made or adopted by the Association or its Board of Directors, pursuant to this Declaration and the Bylaws. Failure to comply with the same shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

#### 13.4 Dispute Resolution.

13.4.1 Policy. The parties hope there will be no disputes arising out of their relationship. To that end, each commits to cooperate in good faith and to deal fairly in performing its duties under this Declaration in order to accomplish their mutual objectives and avoid disputes.

13.4.2 Filing a Complaint. Any party who believes they have a dispute involving the Association, any Association Board member or Officer, a Unit Owner, or an agent or employee of the above, shall first seek resolution of the dispute by submitting, in writing, a statement of the dispute to the party they believe is responsible and to the Board of Directors. This written demand for resolution shall include a description of the action taken in violation of the governing documents, the damage that resulted, and a proposed solution that would resolve the issue. The aggrieved Unit Owner shall appear at the next regularly scheduled Board meeting to present the details of the dispute to the Board. The Board of Directors will not make a determination on the dispute at the Board meeting, but rather will take the matter under advisement and issue a response within fourteen (14) days.

13.4.3 Appealing the Board's Decision. Once the owner has received the Board's determination on the dispute, the Owner shall file a rebuttal with the Board of Directors before pursuing any other means to resolve the dispute. The Board will review the Owner's rebuttal and provide an additional response within fourteen (14) days.

13.4.4 Mediation. If the Owner and the Board are still unable to resolve the dispute after the rebuttal process, the parties will attempt to resolve any dispute by nonbinding mediation. Judicial Arbitration and Mediation Services ("JAMS") shall serve as the mediator during this process, unless the parties agree on a selection of an alternate mediator. The mediator shall also have the authority to decide any disputes that arise out of mediation, including but not limited to, allocation of the costs and fees associated with mediation.

13.4.5 Hearing – Law – Appeal Limited. If the Owner and the Board cannot resolve the dispute with nonbinding mediation, they may submit the dispute to binding arbitration. The arbitrator shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days; and the arbitrator written decision shall be made not later than fourteen (14) days after the hearing. The arbitrator shall authorize such discovery as may be necessary to ensure a fair hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply applicable substantive law. The arbitrator may award injunctive relief or any other remedy available from a judge, including without limitation, attorney fees and costs to the prevailing party, joinder of parties or consolidation of this arbitration with any other involving common issues or law or fact or which may promote judicial economy; but shall not have the power to award punitive or exemplary damages.

13.4.6 Enforceability of Arbitration. The court shall not have jurisdiction in any dispute except to enforce the Dispute Resolution provisions of this Section of the Declaration. Where the Declaration is silent, the provisions of the Uniform Arbitration Act as adopted in Washington (RCW 7.04A et seq.) shall apply, as determined by the arbitrator. The Declaration shall control over any inconsistencies. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgment may be entered in any court having jurisdiction thereof.

## **ARTICLE 14 INDEMNIFICATION**

14.1 Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Board pursuant to Section 7, neither the Association nor the Board nor the Manager shall be liable for: any failure of any utility or other service to be obtained

and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), 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 places; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

14.2 No Personal Liability. So long as a Board member, Association committee member, or Association officer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity; provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Section 7. In the performance of their duties, the members of the Board are required to exercise ordinary and reasonable care.

14.3 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having held such a position, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association.

## **ARTICLE 15 AMENDMENTS**

15.1 Amendment. Except as otherwise provided herein or in the Bylaws of the Association or in the Condominium Act, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by sixty percent (60%) of the voting power of the Association and such amendment shall be effective upon recording with the King County Auditor. A majority of Board may cause a proposed amendment to be submitted to the Members of the Association for their consideration.

15.2 Amendments by Board. The Board may at any time record an amendment to the Declaration for the purposes of correcting typographical errors, revising format, increasing dollar amounts in accordance with Section 1.7, or otherwise making inconsequential revisions. Notice of such amendments shall be sent to all Unit

Owners at least ten (10) days prior to the recording of such an Amendment along with a statement advising that unless a majority of the Owners dispute the amendment in writing within the ten (10) day period, the Amendment is deemed approved. Such amendments need be acknowledged only by the President and Secretary and need not otherwise comply with the requirements of this Article 15.

15.3 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

15.4 Termination of Condominium. The condominium status of Newport Yacht Basin may only be terminated by agreement of unit owner of units to which at least sixty percent (60%) of the votes in the Association are allocated. If the owners vote to terminate the condominium, the Association shall follow the procedures outlined in RCW 64.34.268 to effect the termination of the condominium.

## **ARTICLE 16 MISCELLANEOUS PROVISIONS**

16.1 Service of Process. The registered agent of the Association, according to the records of the Washington Secretary of State, is designated as the person upon whom process may be served as provided for in the Act.

16.2 Delivery of Notices. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally, by mail, or by facsimile or electronic mail if the owner has consented in writing to receive notices in that manner. If delivery is made by mail, any such notice shall be deemed to have been delivered upon deposit in the United States mail, postage pre-paid, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of delivery of such notice, or to the most recent address known to the Board. If delivery is made personally, by facsimile or by electronic mail, notice shall be deemed to have been delivered immediately upon receipt. Notice to the owner or owners of any Unit shall be sufficient if mailed or hand-delivered to the Unit of such person or persons if no other mailing address has been provided, in writing, to the Board by the persons entitled to such notice. Mailing addresses may be changed from time to time by written notice to the Board. Notice to be given to the Board may be given to the President or Secretary of the Association, or other such person designated by the Board.

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

16.4 Partition. There shall be no judicial partition of Newport Yacht Basin or any part thereof, nor shall any Unit Owner or any persons acquiring any interest in

Newport Yacht Basin, or any part thereof, seek any such judicial partition, unless Newport Yacht Basin has been removed from the provisions of the Condominium Act; provided, however, that if any Condominium shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants, but any such partition shall not affect any other Condominium.

16.5 Personal Property. The Board of Directors may acquire and hold for the benefit of the Unit Owners tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Unit Owners in the same proportion as their respective interests in the Common Areas and Facilities, and shall not be transferrable except with a transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's undivided interest in such personal property.

16.6 Conveyance of Units. If any Unit Owner sells, conveys or otherwise transfers his Unit, or any interest therein, such Unit Owner shall provide written notice of such sale, transfer or other disposition of his Unit within five (5) days of the date thereof.

16.7 Effective Date. This Declaration shall take effect upon recording.

**APPENDIX A  
DESCRIPTION OF THE LAND**

**NEWPORT YACHT BASIN PHASE I**

THOSE PORTIONS OF THE SOUTH 495.00 FEET IN WIDTH OF THE SOUTHEAST QUARTER OF SECTION 8 AND THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M., IN THE CITY OF BELLEVUE, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 4 IN SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M., IN SAID COUNTY;  
THENCE N 87°57'30" W ALONG THE WESTERLY PRODUCTION OF THE SOUTH LINE OF SAID SECTION 258.00 FEET TO THE POINT OF BEGINNING;  
THENCE N 2°02'30" E, 70.00 FEET;  
THENCE S 87°57'30" E, 27.00 FEET;  
THENCE N 2°02'30" E, 11.00 FEET;  
THENCE S 87°57'30" E, 85.00 FEET;  
THENCE N 2°02'30" E, 371.00 FEET;  
THENCE N 87°57'30" W, 60.00 FEET;  
THENCE S 2°02'30" W, 48.00 FEET;  
THENCE N 87°57'30" W, 165.00 FEET;  
THENCE N 2°02'30" E, 12.00 FEET;  
THENCE N 87°57'30" W, 110.00 FEET;  
THENCE N 2°02'30" E, 4.00 FEET;  
THENCE N 87°57'30" W, 804.80 FEET TO THE INNER HARBOR LINE OF THE STATE HARBOR AREA ON LAKE WASHINGTON;  
THENCE S 19°26'40" W ALONG SAID INNER HARBOR LINE 279.81 FEET;  
THENCE S 87°57'30" E, 463.46 FEET;  
THENCE S 2°02'30" W, 150.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 3.00 FEET IN WIDTH OF SAID SOUTH 495.00 FEET;  
THENCE N 87°57'30" W ALONG SAID NORTH LINE 507.32 FEET;  
THENCE N 19°26'40" E ALONG A LINE PARALLEL WITH SAID INNER HARBOR LINE 100.92 FEET;  
THENCE N 70°33'20" W, 3.00 FEET TO A POINT ON SAID INNER HARBOR LINE;  
THENCE S 19°26'40" W ALONG SAID INNER HARBOR LINE 105.00 FEET TO A POINT ON SAID WESTERLY PRODUCTION OF THE SOUTH LINE OF SAID SECTION 9;  
THENCE S 87°57'30" E ALONG SAID PRODUCED LINE 833.30 FEET;  
THENCE N 2°02'30" E, 36.00 FEET;  
THENCE N 87°57'30" W, 196.32 FEET;  
THENCE N 2°06'47" E, 182.40 FEET;  
THENCE S 87°57'30" E, 385.22 FEET;  
THENCE S 2°02'30" W, 134.40 FEET;  
THENCE S 87°57'30" E, 94.00 FEET;  
THENCE S 2°02'30" W, 14.00 FEET;

THENCE S 87°57'30" E, 39.00 FEET;  
THENCE S 2°02'30" W, 34.00 FEET;  
THENCE N 87°57'30" W, 286.13 FEET;  
THENCE S 2°02'30" W, 36.00 FEET TO A POINT ON SAID WESTERLY  
PRODUCTION OF THE SOUTH LINE OF SAID SECTION 9;  
THENCE S 87°57'30" E ALONG SAID PRODUCED LINE 290.13 FEET TO THE POINT  
OF BEGINNING.

**TOGETHER WITH** A STRIP OF LAND 24.00 FEET IN WIDTH HAVING 12.00 FEET  
ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8, TOWNSHIP 24  
NORTH, RANGE 5 EAST, W.M.; THENCE NORTH 87°57'30" WEST ALONG THE  
SOUTH LINE THEREOF 566.13 FEET; THENCE NORTH 2°02'30" EAST 42.0 FEET;  
THENCE NORTH 87°57'30" WEST 219.87 FEET TO THE BEGINNING OF THE  
HEREIN DESCRIBED CENTERLINE; THENCE NORTH 2°06'47" EAST 182.00 FEET  
TO THE TERMINUS THEREOF. BEING THE SAME STRIP OF LAND DESCRIBED  
AS EASEMENT NO. 4 OF KING COUNTY AUDITOR'S FILE NO. 7801171009.

**TOGETHER WITH** A STRIP OF LAND 40.00 FEET IN WIDTH HAVING 20.00 FEET  
ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8, TOWNSHIP 24  
NORTH, RANGE 5 EAST, W.M.; THENCE NORTH 87°57'30" WEST ALONG THE  
SOUTH LINE THEREOF 566.13 FEET; THENCE NORTH 2°02'30" EAST 42.0 FEET;  
THENCE NORTH 87°57'30" WEST 219.87 FEET; THENCE NORTH 2°06'47" EAST  
162.00 FEET TO THE BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;  
THENCE SOUTH 87°57'30" EAST 390.80 FEET TO THE TERMINUS THEREOF.  
BEING THE SAME STRIP OF LAND DESCRIBED AS EASEMENT NO. 5 OF KING  
COUNTY AUDITOR'S FILE NO. 7801171009.

**TOGETHER WITH** A STRIP OF LAND 22.00 FEET IN WIDTH HAVING 11.00 FEET  
ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8, TOWNSHIP 24  
NORTH, RANGE 5 EAST, W.M.; THENCE NORTH 87°57'30" WEST ALONG THE  
SOUTH LINE THEREOF 566.13 FEET; THENCE NORTH 2°02'30" EAST 42.0 FEET;  
THENCE SOUTH 87°57'30" EAST 160.00 FEET TO THE BEGINNING OF THE  
HEREIN DESCRIBED CENTERLINE; THENCE NORTH 2°02'30" EAST 162.0 FEET  
TO THE TERMINUS THEREOF. BEING THE SAME STRIP OF LAND DESCRIBED  
AS EASEMENT NO. 6 OF KING COUNTY AUDITOR'S FILE NO. 7801171009,  
SUBJECT TO AND RESERVING TO THE GRANTORS HEREIN AN EASEMENT FOR  
INGRESS AND EGRESS OVER THE NORTH 18.6 FEET OF THE SOUTH 66 FEET  
OF SAID 22.00 FOOT STRIP DESCRIBED HEREIN.

**EXCEPT** THE ADVERSE POSSESSION AREA ADJACENT TO FUEL DOCK BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., LYING WITHIN NEWPORT YACHT BASIN CONDOMINIUM, PHASE I, SURVEY MAPS AND PLANS RECORDED IN VOLUME 15 OF CONDOMINIUMS, PAGES 7 THROUGH 10, INCLUSIVE, RECORDS OF KING COUNTY WASHINGTON, UNDER RECORDING NUMBER 7712210915, AND AS IDENTIFIED BY DECLARATION RECORDED UNDER RECORDING NUMBER 7808020936, RECORDS OF KING COUNTY, WASHINGTON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER SECTION 8, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN;  
THENCE NORTH 87°57'30" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 566.13 FEET;  
THENCE NORTH 2°02'30" EAST, A DISTANCE OF 42.00 FEET;  
THENCE **NORTH** 87°57'30" **WEST**, A DISTANCE OF 219.87 FEET;  
THENCE NORTH 2°06'50" EAST, A DISTANCE OF 162.00 FEET;  
THENCE SOUTH 87°57'30" EAST, A DISTANCE OF 30.29 FEET;  
THENCE NORTH 0°45'38" EAST, A DISTANCE OF 6.69 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0°45'38" EAST, A DISTANCE OF 7.72 FEET TO THE SOUTH LINE OF SAID NEWPORT YACHT BASIN CONDOMINIUM;  
THENCE SOUTH 87°57'30" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 9.10 FEET;  
THENCE SOUTH 0°45'38" WEST, A DISTANCE OF 7.51 FEET;  
THENCE NORTH 89°14'22" WEST, A DISTANCE OF 9.10 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE DESCRIBED CONTAINING 69 SQUARE FEET;

SITUATE IN THE CITY OF BELLEVUE, COUNTY OF KING, STATE OF WASHINGTON.

**EXCEPT** THE ADVERSE POSSESSION AREA ADJACENT TO DOCK D BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., LYING WITHIN NEWPORT YACHT BASIN CONDOMINIUM, PHASE I, SURVEY MAPS AND PLANS RECORDED IN VOLUME 15 OF CONDOMINIUMS, PAGES 7 THROUGH 10, INCLUSIVE, RECORDS OF KING COUNTY WASHINGTON, UNDER RECORDING NUMBER 7712210915, AND AS IDENTIFIED BY DECLARATION RECORDED UNDER RECORDING NUMBER

7808020936, RECORDS OF KING COUNTY, WASHINGTON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER SECTION 8, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN;  
THENCE NORTH 87°57'30" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 566.13 FEET;  
THENCE NORTH 2°02'30" EAST, A DISTANCE OF 42.00 FEET;  
THENCE SOUTH 87°57'30" EAST, A DISTANCE OF 160.13 FEET;  
THENCE NORTH 2°02'30" EAST, A DISTANCE OF 36.69 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 88°41'32" WEST, A DISTANCE OF 11.00 FEET;  
THENCE NORTH 2°02'09" EAST, A DISTANCE OF 47.88 FEET;  
THENCE SOUTH 88°01'43" EAST, A DISTANCE OF 22.00 FEET TO THE EASTERLY LINE OF SAID NEWPORT YACHT BASIN CONDOMINIUM;  
THENCE SOUTH 2°02'30" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 47.13 FEET;  
THENCE NORTH 88°41'32" WEST, A DISTANCE OF 11.00 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE DESCRIBED CONTAINING 1,045 SQUARE FEET;

SITUATE IN THE CITY OF BELLEVUE, COUNTY OF KING, STATE OF WASHINGTON.

### **NEWPORT YACHT BASIN PHASE II**

THOSE PORTIONS OF THE SOUTH 495.00 FEET IN WIDTH OF THE SOUTHEAST QUARTER OF SECTION 8 AND THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M., IN THE CITY OF BELLEVUE, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE INNER HARBOR LINE OF THE STATE HARBOR AREA ON LAKE WASHINGTON, WITH THE NORTH LINE OF THE SOUTH 153.00 FEET IN WIDTH OF SAID SOUTH 495.00 FEET;  
THENCE S 87°57'30" E, 463.46 FEET;  
THENCE S 2°02'30" W, 150.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 3.00 FEET IN WIDTH OF SAID SOUTH 495.00 FEET IN WIDTH;  
THENCE N 87°57'30" W ALONG SAID NORTH LINE 507.32 FEET;  
THENCE N 19°26'40" E ALONG A LINE PARALLEL WITH SAID INNER HARBOR LINE 100.92 FEET;  
THENCE N 70°33'20" W, 3.00 FEET TO A POINT ON SAID INNER HARBOR LINE;  
THENCE N 19°26'40" E ALONG SAID INNER HARBOR LINE 55.34 FEET TO THE POINT OF BEGINNING.

**NEWPORT YACHT BASIN II PHASE I**

THOSE PORTIONS OF THE SOUTH 495.00 FEET IN WIDTH OF THE SOUTHEAST QUARTER OF SECTION 8, AND THE SOUTHWEST QUARTER OF SECTION 9, IN TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON, TOGETHER WITH PORTIONS OF SECOND CLASS SHORELANDS ADJOINING, LYING NORTH OF THE NORTH BOUNDARY LINE AS SHOWN ON SHEET 2 OF NEWPORT YACHT BASIN, A CONDOMINIUM, AS RECORDED IN VOLUME 15, PAGES 7 THROUGH 10 INCLUSIVE, AND LYING WEST OF THE EAST BOUNDARY LINE OF SAID CONDOMINIUM, PRODUCED NORTH, AND EAST OF A LINE PERPENDICULAR TO THE NORTH LINE OF SAID CONDOMINIUM LYING 841.89 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID CONDOMINIUM PRODUCED NORTH.

ALL OF THE ABOVE DESCRIBED LAND IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD, AND SUBJECT TO THE DECLARATION OF CONDOMINIUM DOCUMENTS FOR THE APPLICABLE PHASES.

**APPENDIX B**

**ALLOCATED INTEREST AND VOTING POWER FOR EACH UNIT**

<b>DOCK</b>	<b>UNIT</b>	<b>UNIT SQ FT</b>	<b>PERCENT INTEREST AND VOTING POWER</b>
<b>DOCK A</b>	<b>A-1</b>	<b>452.40</b>	<b>0.26%</b>
	<b>A-2</b>	<b>520.26</b>	<b>0.30%</b>
	<b>A-3</b>	<b>520.26</b>	<b>0.30%</b>
	<b>A-4</b>	<b>527.80</b>	<b>0.30%</b>
	<b>A-5</b>	<b>527.80</b>	<b>0.30%</b>
	<b>A-6</b>	<b>520.26</b>	<b>0.30%</b>
	<b>A-7</b>	<b>520.26</b>	<b>0.30%</b>
	<b>A-8</b>	<b>1222.00</b>	<b>0.71%</b>
	<b>A-10</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-11</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-12</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-13</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-14</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-15</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-16</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-17</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-18</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-19</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-20</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-21</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-22</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-23</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-24</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-25</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-26</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-27</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-28</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-29</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-30</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-31</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-32</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-33</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-34</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-35</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-36</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-37</b>	<b>426.00</b>	<b>0.25%</b>

<b>DOCK</b>	<b>UNIT</b>	<b>UNIT SQ FT</b>	<b>PERCENT INTEREST AND VOTING POWER</b>
	<b>A-38</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-39</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-40</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-41</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-42</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-43</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-44</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-45</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-46</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-47</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-48</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-49</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-50</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-51</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-52</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-53</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-54</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-55</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-56</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-57</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-58</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-59</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-60</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-61</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-62</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-63</b>	<b>426.00</b>	<b>0.25%</b>
	<b>A-64</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-65</b>	<b>392.00</b>	<b>0.23%</b>
	<b>A-66</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-67</b>	<b>300.00</b>	<b>0.17%</b>
	<b>A-68</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-69</b>	<b>305.00</b>	<b>0.18%</b>
	<b>A-70</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-72</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-74</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-76</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-78</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-80</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-82</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-84</b>	<b>210.00</b>	<b>0.12%</b>
	<b>A-86</b>	<b>213.00</b>	<b>0.12%</b>

<b>DOCK</b>	<b>UNIT</b>	<b>UNIT SQ FT</b>	<b>PERCENT INTEREST AND VOTING POWER</b>
	<b>A-88</b>	<b>213.00</b>	<b>0.12%</b>
<b>TOTAL DOCK A</b>	<b>78 UNITS</b>	<b>25716.04</b>	<b>14.85%</b>
<b>DOCK B</b>	<b>B-1</b>	<b>417.60</b>	<b>0.24%</b>
	<b>B-2</b>	<b>451.20</b>	<b>0.26%</b>
	<b>B-3</b>	<b>473.28</b>	<b>0.27%</b>
	<b>B-4</b>	<b>511.36</b>	<b>0.30%</b>
	<b>B-5</b>	<b>473.28</b>	<b>0.27%</b>
	<b>B-6</b>	<b>511.36</b>	<b>0.30%</b>
	<b>B-7</b>	<b>473.28</b>	<b>0.27%</b>
	<b>B-8</b>	<b>511.36</b>	<b>0.30%</b>
	<b>B-9</b>	<b>473.28</b>	<b>0.27%</b>
	<b>B-10</b>	<b>511.36</b>	<b>0.30%</b>
	<b>B-11</b>	<b>473.28</b>	<b>0.27%</b>
	<b>B-12</b>	<b>511.36</b>	<b>0.30%</b>
	<b>B-13</b>	<b>473.28</b>	<b>0.27%</b>
	<b>B-14</b>	<b>511.36</b>	<b>0.30%</b>
	<b>B-15</b>	<b>417.60</b>	<b>0.24%</b>
	<b>B-16</b>	<b>473.76</b>	<b>0.27%</b>
	<b>B-17</b>	<b>417.60</b>	<b>0.24%</b>
	<b>B-18</b>	<b>340.20</b>	<b>0.20%</b>
	<b>B-19</b>	<b>345.60</b>	<b>0.20%</b>
	<b>B-20</b>	<b>353.70</b>	<b>0.20%</b>
	<b>B-21</b>	<b>345.60</b>	<b>0.20%</b>
	<b>B-22</b>	<b>353.70</b>	<b>0.20%</b>
	<b>B-23</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-24</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-25</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-26</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-27</b>	<b>337.50</b>	<b>0.19%</b>
	<b>B-28</b>	<b>353.70</b>	<b>0.20%</b>
	<b>B-29</b>	<b>337.50</b>	<b>0.19%</b>
	<b>B-30</b>	<b>353.70</b>	<b>0.20%</b>
	<b>B-31</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-32</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-33</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-34</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-35</b>	<b>356.40</b>	<b>0.21%</b>
	<b>B-36</b>	<b>353.70</b>	<b>0.20%</b>
	<b>B-37</b>	<b>356.40</b>	<b>0.21%</b>
	<b>B-38</b>	<b>353.70</b>	<b>0.20%</b>

<b>DOCK</b>	<b>UNIT</b>	<b>UNIT SQ FT</b>	<b>PERCENT INTEREST AND VOTING POWER</b>
	<b>B-39</b>	<b>356.40</b>	<b>0.21%</b>
	<b>B-40</b>	<b>353.70</b>	<b>0.20%</b>
	<b>B-41</b>	<b>356.40</b>	<b>0.21%</b>
	<b>B-42</b>	<b>353.70</b>	<b>0.20%</b>
	<b>B-43</b>	<b>356.40</b>	<b>0.21%</b>
	<b>B-44</b>	<b>353.70</b>	<b>0.20%</b>
	<b>B-45</b>	<b>356.40</b>	<b>0.21%</b>
	<b>B-46</b>	<b>353.70</b>	<b>0.20%</b>
	<b>B-47</b>	<b>337.50</b>	<b>0.19%</b>
	<b>B-48</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-49</b>	<b>337.50</b>	<b>0.19%</b>
	<b>B-50</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-51</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-52</b>	<b>353.70</b>	<b>0.20%</b>
	<b>B-53</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-54</b>	<b>353.70</b>	<b>0.20%</b>
	<b>B-55</b>	<b>372.60</b>	<b>0.22%</b>
	<b>B-56</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-57</b>	<b>372.60</b>	<b>0.22%</b>
	<b>B-58</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-59</b>	<b>372.60</b>	<b>0.22%</b>
	<b>B-60</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-61</b>	<b>372.60</b>	<b>0.22%</b>
	<b>B-62</b>	<b>351.00</b>	<b>0.20%</b>
	<b>B-63</b>	<b>340.20</b>	<b>0.20%</b>
	<b>B-64</b>	<b>388.80</b>	<b>0.22%</b>
	<b>B-65</b>	<b>340.20</b>	<b>0.20%</b>
	<b>B-66</b>	<b>388.80</b>	<b>0.22%</b>
	<b>B-67</b>	<b>364.50</b>	<b>0.21%</b>
	<b>B-68</b>	<b>364.50</b>	<b>0.21%</b>
	<b>B-69</b>	<b>364.50</b>	<b>0.21%</b>
	<b>B-70</b>	<b>364.50</b>	<b>0.21%</b>
	<b>B-101</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-102</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-103</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-104</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-105</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-106</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-107</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-108</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-109</b>	<b>511.10</b>	<b>0.30%</b>

<b>DOCK</b>	<b>UNIT</b>	<b>UNIT SQ FT</b>	<b>PERCENT INTEREST AND VOTING POWER</b>
	<b>B-110</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-111</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-112</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-113</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-114</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-115</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-116</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-117</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-118</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-119</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-120</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-121</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-122</b>	<b>511.10</b>	<b>0.30%</b>
	<b>B-123</b>	<b>642.20</b>	<b>0.37%</b>
	<b>FUEL DOCK</b>	<b>590.50</b>	<b>0.34%</b>
<b>TOTAL DOCK B</b>	<b>94 UNITS</b>	<b>39349.10</b>	<b>22.72%</b>
<b>DOCK C</b>	<b>C-1</b>	<b>346.38</b>	<b>0.20%</b>
	<b>C-2</b>	<b>346.38</b>	<b>0.20%</b>
	<b>C-3</b>	<b>346.38</b>	<b>0.20%</b>
	<b>C-4</b>	<b>346.38</b>	<b>0.20%</b>
	<b>C-5</b>	<b>346.38</b>	<b>0.20%</b>
	<b>C-6</b>	<b>346.38</b>	<b>0.20%</b>
	<b>C-7</b>	<b>545.10</b>	<b>0.31%</b>
	<b>C-8</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-9</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-10</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-11</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-12</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-13</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-14</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-15</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-16</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-17</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-18</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-19</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-20</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-21</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-22</b>	<b>533.25</b>	<b>0.31%</b>
	<b>C-23</b>	<b>533.25</b>	<b>0.31%</b>

<b>DOCK</b>	<b>UNIT</b>	<b>UNIT SQ FT</b>	<b>PERCENT INTEREST AND VOTING POWER</b>
	<b>C-24</b>	<b>518.75</b>	<b>0.30%</b>
	<b>C-25</b>	<b>550.00</b>	<b>0.32%</b>
	<b>C-26</b>	<b>513.36</b>	<b>0.30%</b>
	<b>C-27</b>	<b>607.20</b>	<b>0.35%</b>
	<b>C-28</b>	<b>513.36</b>	<b>0.30%</b>
	<b>C-29</b>	<b>607.20</b>	<b>0.35%</b>
	<b>C-30</b>	<b>513.36</b>	<b>0.30%</b>
	<b>C-31</b>	<b>607.20</b>	<b>0.35%</b>
	<b>C-32</b>	<b>513.36</b>	<b>0.30%</b>
	<b>C-33</b>	<b>607.20</b>	<b>0.35%</b>
	<b>C-34</b>	<b>513.36</b>	<b>0.30%</b>
	<b>C-35</b>	<b>607.20</b>	<b>0.35%</b>
	<b>C-36</b>	<b>513.36</b>	<b>0.30%</b>
	<b>C-37</b>	<b>607.20</b>	<b>0.35%</b>
	<b>C-38</b>	<b>513.36</b>	<b>0.30%</b>
	<b>C-39</b>	<b>580.80</b>	<b>0.34%</b>
	<b>C-40</b>	<b>491.04</b>	<b>0.28%</b>
	<b>C-41</b>	<b>402.60</b>	<b>0.23%</b>
	<b>C-42</b>	<b>353.76</b>	<b>0.20%</b>
	<b>C-43</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-44</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-45</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-46</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-47</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-48</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-49</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-50</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-51</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-52</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-53</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-54</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-55</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-56</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-57</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-58</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-59</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-60</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-61</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-62</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-63</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-64</b>	<b>348.40</b>	<b>0.20%</b>

<b>DOCK</b>	<b>UNIT</b>	<b>UNIT SQ FT</b>	<b>PERCENT INTEREST AND VOTING POWER</b>
	<b>C-65</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-66</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-67</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-68</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-69</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-70</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-71</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-72</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-73</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-74</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-75</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-76</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-77</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-78</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-79</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-80</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-81</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-82</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-83</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-84</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-85</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-86</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-87</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-88</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-89</b>	<b>396.50</b>	<b>0.23%</b>
	<b>C-90</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-91</b>	<b>420.90</b>	<b>0.24%</b>
	<b>C-92</b>	<b>348.40</b>	<b>0.20%</b>
	<b>C-93</b>	<b>420.90</b>	<b>0.24%</b>
	<b>C-94</b>	<b>420.90</b>	<b>0.24%</b>
	<b>C-96</b>	<b>308.20</b>	<b>0.18%</b>
	<b>C-101</b>	<b>432.00</b>	<b>0.25%</b>
	<b>C-102</b>	<b>432.00</b>	<b>0.25%</b>
	<b>C-103</b>	<b>432.00</b>	<b>0.25%</b>
	<b>C-104</b>	<b>432.00</b>	<b>0.25%</b>
	<b>C-105</b>	<b>432.00</b>	<b>0.25%</b>
	<b>C-106</b>	<b>432.00</b>	<b>0.25%</b>
	<b>C-107</b>	<b>432.00</b>	<b>0.25%</b>
	<b>C-108</b>	<b>432.00</b>	<b>0.25%</b>
	<b>C-109</b>	<b>432.00</b>	<b>0.25%</b>
	<b>C-110</b>	<b>432.00</b>	<b>0.25%</b>

<b>DOCK</b>	<b>UNIT</b>	<b>UNIT SQ FT</b>	<b>PERCENT INTEREST AND VOTING POWER</b>
	C-111	432.00	0.25%
	C-112	432.00	0.25%
	C-113	432.00	0.25%
	C-114	432.00	0.25%
	C-115	432.00	0.25%
	C-116	432.00	0.25%
	C-117	432.00	0.25%
	C-118	459.00	0.27%
	C-119	459.00	0.27%
	C-120	459.00	0.27%
	C-121	459.00	0.27%
	C-122	459.00	0.27%
	C-123	459.00	0.27%
<b>TOTAL DOCK C</b>	<b>118 UNITS</b>	<b>51183.95</b>	<b>29.56%</b>
<b>DOCK D</b>	D-1	556.92	0.32%
	D-2	553.35	0.32%
	D-3	535.50	0.31%
	D-4	661.20	0.38%
	D-5	661.20	0.38%
	D-6	661.20	0.38%
	D-7	661.20	0.38%
	D-8	661.20	0.38%
	D-9	661.20	0.38%
	D-10	661.20	0.38%
	D-11	661.20	0.38%
	D-12	661.20	0.38%
	D-13	661.20	0.38%
	D-14	643.80	0.37%
	D-15	643.80	0.37%
	D-16	564.06	0.33%
	D-17	564.06	0.33%
	D-18	321.30	0.19%
<b>TOTAL DOCK D</b>	<b>18 UNITS</b>	<b>10994.79</b>	<b>6.35%</b>
<b>DOCK E</b>	E-1	420.28	0.24%
	E-2	352.45	0.20%
	E-3	429.76	0.25%
	E-4	360.40	0.21%
	E-5	429.76	0.25%
	E-6	360.40	0.21%

<b>DOCK</b>	<b>UNIT</b>	<b>UNIT SQ FT</b>	<b>PERCENT INTEREST AND VOTING POWER</b>
	<b>E-7</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-8</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-9</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-10</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-11</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-12</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-13</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-14</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-15</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-16</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-17</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-18</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-19</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-20</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-21</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-22</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-23</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-24</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-25</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-26</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-27</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-28</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-29</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-30</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-31</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-32</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-33</b>	<b>429.76</b>	<b>0.25%</b>
	<b>E-34</b>	<b>360.40</b>	<b>0.21%</b>
	<b>E-35</b>	<b>492.96</b>	<b>0.28%</b>
	<b>E-36</b>	<b>413.40</b>	<b>0.24%</b>
<b>TOTAL DOCK E</b>	<b>36 UNITS</b>	<b>14321.65</b>	<b>8.27%</b>
<b>DOCK F</b>	<b>F-1</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-3</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-5</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-7</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-9</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-11</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-13</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-15</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-17</b>	<b>390.00</b>	<b>0.23%</b>

<b>DOCK</b>	<b>UNIT</b>	<b>UNIT SQ FT</b>	<b>PERCENT INTEREST AND VOTING POWER</b>
	<b>F-19</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-21</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-23</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-25</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-27</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-29</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-31</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-33</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-35</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-37</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-39</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-41</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-43</b>	<b>390.00</b>	<b>0.23%</b>
	<b>F-44</b>	<b>490.00</b>	<b>0.28%</b>
<b>TOTAL DOCK F</b>	<b>23 UNITS</b>	<b>9070.00</b>	<b>5.24%</b>
<b>DOCK G</b>	<b>G-0</b>	<b>1025.00</b>	<b>0.59%</b>
	<b>G-1</b>	<b>780.00</b>	<b>0.45%</b>
	<b>G-2</b>	<b>820.00</b>	<b>0.47%</b>
	<b>G-3</b>	<b>820.00</b>	<b>0.47%</b>
	<b>G-4</b>	<b>820.00</b>	<b>0.47%</b>
	<b>G-5</b>	<b>820.00</b>	<b>0.47%</b>
	<b>G-6</b>	<b>820.00</b>	<b>0.47%</b>
	<b>G-7</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-8</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-9</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-10</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-11</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-12</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-13</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-14</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-15</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-16</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-17</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-18</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-19</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-20</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-21</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-22</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-23</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-24</b>	<b>450.00</b>	<b>0.26%</b>

<b>DOCK</b>	<b>UNIT</b>	<b>UNIT SQ FT</b>	<b>PERCENT INTEREST AND VOTING POWER</b>
	<b>G-25</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-26</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-27</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-28</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-29</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-30</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-31</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-32</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-33</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-34</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-35</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-36</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-37</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-38</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-39</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-40</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-41</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-42</b>	<b>450.00</b>	<b>0.26%</b>
	<b>G-43</b>	<b>415.00</b>	<b>0.24%</b>
<b>TOTAL G</b>	<b>44 UNITS</b>	<b>22520.00</b>	<b>13.01%</b>
<b>TOTAL ALL UNITS</b>	<b>411 UNITS</b>	<b>173155.53</b>	<b>100.00%</b>