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KING COUNTY, WA

FILED FOR RECORD AT THE REQUEST OF:
Law Offices of James L. Strichartz
201 Queen Anne Avenue North #400
Seattle, WA 98109

AMENDMENT TO
DECLARATION FOR
VILLAGE SQUARE AT LEA HILL CONDOMINIUM

Grantor: Village Square at Lea Hill Condominium Association
Grantee: N/A
Legal Description: Village Square at Lea Hill Condominium according to Declaration recorded in King County, Washington under Recording No. 20000601000513, as thereafter amended of record.
Tax Parcel ID: 894560 (Master Number)

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DEPARTMENT OF ASSESSMENT
Examined and approved this 21ST day of MARCH 2006
SCOTT NOBLE
Assessor
Deputy Assessor

ORIGINAL

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**AMENDMENT TO
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WHEREAS, a certain Declaration submitting real estate to the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34), as amended entitled DECLARATION FOR VILLAGE SQUARE AT LEA HILL. A CONDOMINIUM, was recorded on June 1, 2000, under Recording No. 20000601000513, in the records of King County, State of Washington, together with the Survey Map and Plans recorded in Volume 164 of Condominiums, at pages 45 through 47, inclusive, under Recording No. 20000601000512, in records of King County, State of Washington; and

WHEREAS, pursuant to Section 8.8 of the Declaration, after notice to all of the owners entitled to vote thereon duly given, not less than sixty seven percent (67%) of the Unit Owners have consented in writing to amend the Declaration as hereinafter set forth; and

WHEREAS, pursuant to Subparagraph 7.5.1.4 of the Declaration, after not less than Thirty (30) days notice to all of the Mortgagees who have requested written notification duly given by certified mail, return receipt requested, not less than Fifty-One Percent (51%) of the Mortgagees who have requested written notification have expressly or impliedly consented to the amendment of the Declaration as hereinafter set forth;

NOW, THEREFORE, the President and the Secretary of Village Square at Lea Hill Condominium Association certify the Declaration to have been amended in the following particulars:

A. Section of the Declaration is hereby deleted and the following new Section is substituted in its place:

1.1 Definitions. For the purposes of the Declaration, the Bylaws, and the Rules and Regulation, and any amendments to any of these documents, the definitions contained in the Act, as modified in this Section, shall apply.

1.1.1 "Assessment" means all sums chargeable by the Association against a Unit and its Owner, including without limitation regular and special Assessments, fines imposed by the Association, interest and late charges on any delinquent account, costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account, costs and attorney's fees incurred by the Association in connection with the enforcement of the Governing Documents, and all other sums payable by an Owner to the Association as provided in the Governing Documents, unless the context clearly indicates otherwise.

1.1.2 "Business" and "Trade" shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (a) the activity is engaged in full- or part-time; (b) the activity is intended to or does generate a profit; and (c) a license is required to engage in the activity.

1.1.3 "Governing Documents" means the Declaration, the Articles of Incorporation, if any, the Bylaws and the Rules and Regulations of the Association adopted as provided in the Declaration and Bylaws, as these documents may be lawfully amended and/or adopted from time to time.

1.1.4 "Occupant" means anyone who occupies a Unit as a permanent residence or who stays overnight in any Unit more than fourteen (14) days in any calendar month or more than sixty (60) days per calendar year.

1.1.5 "Related Party" means a person who has been certified in a written document filed by a Unit Owner with the Association to be the spouse, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendant or ancestor of the Owner or the lineal descendant or ancestor of any of the foregoing persons, the officer or director of any Owner which is a corporation, the member of any Owner which is a limited liability company or professional limited liability company, the trustee or beneficiary of any Owner which is a trust, or the partner of any Owner which is a partnership. Notwithstanding the foregoing to the contrary, a person who is the settlor and trustee of a living trust that owns a Unit shall be deemed to be the Owner of the Unit for all purposes under the Declaration.

1.1.6 "Renting" or "Leasing" a Unit means and includes the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), whether or not in exchange for the payment of rent (that is, money, property or other goods or services of value), and the occupancy of a Unit solely by a person or persons other than its Owner, whether or not rent is paid; but does not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership, or the occupancy of a Unit by any person who resides in a Unit with its Owner, whether or not rent is charged therefor.

1.1.7 "Tenant" means and includes a tenant, lessee, renter, subtenant, and sublessee, the assignee of a tenant, lessee, renter, subtenant, and sublessee, and all other non-Owner Occupant of a Unit that is not occupied by its Owner. Tenant does not mean or include any person who occupies a Unit with an Owner Occupant, whether or not rent is paid.

B. Section 3.1 of the Declaration is hereby deleted and new Section 3.1 is substituted in its place as follows:

3.1 Single Family Occupancy; Residential Use. The Units shall be used exclusively for single family residential purposes, for the common social, recreational or other reasonable uses normally incident to those purposes and for purposes of operating the Association and managing the Condominium. Residential purposes include sleeping, eating, food preparation for on-site consumption by Occupants and guests, entertaining by Occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the Unit Owner or Occupant resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis. Timesharing of Units, as defined in RCW 64.36, is prohibited. No Trade or Business of any kind may be conducted in or from any

Unit except that an Owner or Occupant residing in a Unit may conduct Business activity within the Unit only if:

3.1.1 the existence or operation of the Business activity within the Unit is not apparent or detectable by sight, sound or smell from the exterior of the Unit;

3.1.2 the Business activity conforms to all zoning requirements for the Property;

3.1.3 the Business activity does not involve persons coming onto the Property who do not reside in the Condominium;

3.1.4 the Business activity does not increase the liability or casualty insurance obligation or premium of the Association; and

3.1.5 the Business activity does not cause an increase in the consumption of utilities or trash collection services paid for by the Association as a common expense; and

3.1.6 in the sole discretion of the Board, the Business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use.

C. Section 3.7 of the Declaration is hereby deleted and new Section 3.7 is substituted in its place as follows:

3.7 Liability for Damages and Misconduct. Notwithstanding any other provision of this Declaration, each Owner shall be responsible for any expenses resulting from damages done to a Unit, the Common Elements or the Limited Common Elements by that Owner or a Tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner or Tenant, or as a result of the failure of or failure to maintain, repair or replace any fixture, equipment, appliance or appurtenance which the Owner is responsible to maintain under the terms of the Declaration, or from any misconduct by that Owner or a Tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner or Tenant. The charges for repair or replacement of any damage in excess of insurance proceeds available to the Association under policies of insurance issued to the Association and the expenses resulting from any such misconduct caused thereby shall be specially assessed to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Elements, and shall be collectable as are other Assessments.

D. Section 3.12 of the Declaration is hereby deleted and the following new Section 3.12 is substituted in its place:

3.12 Non-Discrimination. Neither the Association nor any Unit Owner shall discriminate against any person with regard to the sale, rental or occupancy of a Unit in the Condominium on the basis of race, color, creed, national origin, age, sex, sexual orientation, religion, familial status, marital status, parental status, political ideology, handicap, possession or use of a Section 8 rent certificate, or any other legally protected classification.

E. The following new Sections 3.13 through 3.17 are added to the Declaration:

3.13 Rental of Units.

3.13.1 Rental Defined and Regulated. The Rental of a Unit shall be governed by the provisions of the Declaration, including, without limitation, this Article. As used in the Declaration the terms "to rent", "renting" or "Rental" shall refer to and include the Leasing or Renting of a Unit by its Owner and to the occupancy of a Unit solely by a person or persons other than its Owner, whether or not rent is paid; provided that for the purpose of tenant screening as provided in Section 3.15, the terms "to rent", "renting" or "Rental" shall not refer to the occupancy of a Unit by a Related Party. The rights of the Association and the obligations applicable to an Owner under Sections 3.13 and 3.15 shall be applicable to any Tenant who subleases a Unit or enters into an assignment of a Lease for a Unit, and the obligations of a Tenant shall likewise be applicable to the sub-Tenant or assignee of a Tenant in such a situation. Notwithstanding anything herein to the contrary, Section 3.13 shall not be applicable to the rental of a Unit acquired by the Association following a foreclosure of the Association's lien for Assessments or to the rental of a Unit by a receiver appointed on the motion of the Association in connection with a lien foreclosure action filed by the Association.

3.13.2 Minimum Lease Term Required. With the exception of a Mortgagee in possession of a Unit following a Mortgage Foreclosure or a receiver in possession of a Unit during the pendency of a Foreclosure by a Mortgagee or the Association, no person shall be permitted to Rent or Lease less than the entire Unit or to Rent or otherwise permit a Unit to be used for hotel or transient purposes, which shall be defined as Rental, occupancy or use by a Tenant or other non-Owner Occupant for an initial occupancy period of less than six (6) months. No Owner or Tenant who does not occupy a Unit as a primary residence shall cause or allow the overnight accommodation of employees or business invitees in a Unit on a temporary or transient basis. Except as provided in this Paragraph, every Lease shall be for a fixed initial term of not less than six (6) months, but may be renewed on a month to month basis thereafter.

3.13.3 Minimum Ownership Period Required Before Rental. It is the intent of the Owners that the Units shall hereafter be acquired for occupancy by their Owners and occupied consistent therewith. In order to discourage the acquisition of Units in the Condominium for investment or rental purposes, no Owner shall be permitted to rent or lease his or her Unit during the one (1) year period after he or she shall have acquired title thereto except as provided in Paragraph 3.13.12. If a person or persons acquires a Unit through inheritance, that person or persons shall be deemed to have owned and occupied that Unit during the period which their decedent owned and occupied the Unit.

3.13.4 Lease Requirements. No Rental of a Unit shall be valid or enforceable unless it shall be by means of a written instrument or agreement between the Owner(s) and the Tenant(s) (referred to in the Declaration as a "Lease"). No Lease entered into after the date of recording of this Amendment shall be valid unless it bears the written approval by the Association granted prior to the occupancy of the Tenant. The occupancy of a Unit in the Condominium and every Lease shall be subject to the Governing Documents of the Association. By entering into occupancy of a Unit, a Tenant agrees to be bound by the Governing Documents. The Association shall have and may exercise the same rights of enforcement and remedies for breach of the Governing Documents against a Tenant as it has against an Owner, and in addition shall have the rights and remedies provided for in Section 9.5 of the Declaration. Each Lease shall contain language acknowledging the Association's rights and the Tenant's obligations under the Governing Documents.

3.13.5 Lease Approval. Except as provided in Paragraph 3.13.8, prior to the Rental of a Unit in the Condominium to a Tenant, and prior to the renewal of any previously approved Lease, a Unit

Owner shall submit to the Association a valid and binding Lease, executed by both the Owner and the proposed Tenant, and contingent only on the approval of the Association, together with a request for the written consent of the Association. The Association shall, as expeditiously as practical but in any event within seven (7) days of receipt of such request, grant its consent to the Owner if:

3.13.5.1 the Owner has complied with Sections 3.13 and 3.15 of the Declaration;

3.13.5.2 in the case of a renewal, the Tenant is in strict compliance with all provisions of the Governing Documents, and has not been found to be in violation of the Governing Documents following notice and opportunity to be heard more than once during the immediately preceding year;

3.13.5.3 the Lease contains a Lease Addendum in the form approved by the Association or is otherwise in compliance with the requirements of the Declaration;

3.13.5.4 the Rental would not cause the aggregate number of all non-Owner occupied Units to exceed the Rental Ceiling specified in Paragraph 3.13.6, below; provided, however, that:

3.13.5.4.1 the Association shall not withhold consent for an Owner and a Tenant to renew a Pre-Existing Lease meeting the requirements of Paragraph 3.13.8 merely because the number of non-Owner occupied Units is equal to or greater than the Rental Ceiling; provided, however, that the assignment or subletting of a Unit by a Tenant shall terminate the right to renew a Pre-Existing Lease under this Sub-Paragraph;

3.13.5.4.2 the Association shall not withhold consent for an Owner and a Tenant to renew a Lease which has previously been approved in the manner provided in this Paragraph 3.13.5 merely because the number of non-Owner occupied Units is equal to or greater than the Rental Ceiling; provided, however, that the assignment or subletting of a Unit by a Tenant shall terminate the right to renew a previously approved Lease under this Sub-Paragraph;

3.13.5.4.3 the Association shall not withhold consent for a Mortgagee in possession of a Unit following a default in its Mortgage or a Mortgage Foreclosure, or from a successor in interest to such Mortgagee, where such Mortgagee or a purchaser at a foreclosure sale first obtains possession subsequent to the date of recording of this Amendment, to rent a Unit merely because the Rental would cause the number of non-Owner occupied Units to exceed the Rental Ceiling;

3.13.5.4.4 the Association may grant a hardship exception as provided in Sub-Paragraph 3.13.12 notwithstanding the fact that it would temporarily cause the number of non-Owner occupied Units to exceed the Rental Ceiling until the next Rental vacancy occurs.

3.13.6 Rental Ceiling Set. Except as provided in Paragraph 3.13.12, the maximum number of non-Owner occupied Units in the Condominium at any one time shall not exceed Nine (9) (referred to in the Declaration as the "Rental Ceiling").

3.13.7 Effect of Rental Ceiling. If an Owner wishes to rent a Unit but is prohibited from doing so because of the Rental Ceiling, the Association shall place the Owner's name on the Rental Waiting List provided for in Paragraph 3.13.11.

3.13.8 Pre-existing Leases. Within thirty (30) days from the date of notification to all Owners that this Amendment to the Declaration has been adopted by the necessary percentage of Owners, each Owner who has rented a Unit to a Tenant who was in occupancy prior to the date on which this Declaration Amendment was approved by the Owners shall file a copy of the Lease for that Unit with the Association. A Lease in effect on that date and submitted as required in this Paragraph shall be referred to as a "Pre-existing Lease." Any Tenant occupying a Unit pursuant to a Pre-existing Lease shall be permitted to renew his or her Lease thereafter, provided that a copy of the Pre-existing Lease is filed with the Association within the time period provided for in this Paragraph and any subsequent renewals are submitted to the Association for Lease Approval pursuant to Paragraph 3.13.5 prior to the expiration of the Lease term then in effect. The assignment or subletting of a Unit by a Tenant or the sale of a Unit by its Owner shall terminate the right to renew a Pre-existing Lease under this Paragraph 3.13.8.

3.13.9 Limitations on Consent. No Lease Approval shall be granted more than sixty (60) days prior to the beginning of the Lease term for which consent is sought. Any Lease Approval granted by the Association shall automatically expire and terminate unless the Unit shall be occupied by the Tenant within thirty (30) days of the beginning of the term of the approved Lease.

3.13.10 Notice of Rental Termination. Each Owner who has rented a Unit shall promptly give written notice (referred to in the Declaration as "Notice of Rental Termination") to the Association if a Lease for the Unit has expired or is scheduled to expire within thirty (30) days and has not been renewed, or the Tenants have or are scheduled within thirty (30) days to vacate the Unit, or the Lease has otherwise terminated or is scheduled to terminate within (30) days (referred to in the Declaration as a "Rental Termination"). An Owner shall give written Notice of Rental Termination to the Association within five (5) days of the time that the Owner learns of the Rental Termination. That Owner may at the time he or she files a Notice of Rental Termination, but no more than sixty (60) days prior to the scheduled Rental Termination, have his or her name placed on the Rental Waiting List.

3.13.11 Rental Waiting List. Except as provided in Sub-Paragraphs 3.13.5.4.1, 3.13.5.4.2, 3.13.5.4.3 and 3.13.5.4.4, if a Rental Waiting List exists, no Lease or Lease renewal shall be approved for a Rental Unit until all Owners who are on the Rental Waiting List have been given the opportunity to apply for Lease Approval. Within ten (10) days of receipt of a Notice of Rental Termination, but not more than sixty (60) days prior to a scheduled Rental Termination, the Association shall notify the Owner in the top position on the Rental Waiting List of the opportunity to apply for Lease Approval. That opportunity to apply for Lease Approval shall be available to that Owner for a period of sixty (60) days from the date of that notice. If no request for Lease Approval is submitted during that period, that Owner's name shall be placed at the bottom of the Rental Waiting List, and the opportunity to apply for Lease Approval shall be offered to the next highest person on the Rental Waiting List.

3.13.12 Hardship Exception. Where, on written application from a resident Owner, the Board determines that a hardship exists whereby that Owner would suffer serious harm by virtue of the limitation on renting contained in Paragraph 3.13.3 or Sub-Paragraph 3.13.5.4, and where the Board further determines that a variance from the policies contained therein is fairly in keeping with the purpose of this Section to limit investor ownership of Units and would not detrimentally affect the other Owners or the approval of the Condominium for secondary mortgage market financing, lender approval or VA or FHA

approval, the Board may, in its discretion, grant an owner a waiver of the Rental Ceiling for a temporary period not to exceed six (6) months. In the discretion of the Board this hardship exception may be extended on written application of an Owner for one (1) additional period not to exceed six (6) months for good cause shown. A Unit rented under a hardship exception granted by the Board under this Paragraph shall not be counted as a non-Owner occupied Unit for the purpose of determining whether a rental would cause the number of non-Owner occupied Units to exceed the Rental Ceiling.

3.13.13 Rental Processing Fees. The Board shall be authorized from time to time to establish and charge reasonable fees in connection with the rental of Units, the maintaining of Tenant information and the rental waiting list, and the screening of Tenants to defray the added administrative costs of such activities. Such fees shall be collectable as a special Assessment against the Unit and its Owner.

3.14 Governing Documents to Be Provided to Tenants. Each Unit Owner who Rents or Leases a Unit in the Condominium to a Tenant or allows the occupancy of a Unit by a Related Party shall provide that Tenant or Related Party with a copy of the Governing Documents. If the Unit Owner fails to provide written evidence to the Association that it has done so, the Association may furnish a copy of these documents to the Tenant or Related Party and charge the Owner an amount to be determined by the Board for each document provided. Unless otherwise set by the Board, the copying charge shall be twenty five cents (\$.25) for each page. The copying charge shall be collectable as a special Assessment against the Unit and its Owner.

3.15 Tenant Screening.

3.15.1 Applicability. Section 3.15 shall be applicable to the Rental of any Unit in the Condominium other than to a Related Party.

3.15.2 Tenant Screening Required. Any Unit Owner who desires to rent a Unit to a person (referred to in the Declaration as an "Applicant"), other than a Related Party, shall, prior to entering into a Lease, submit to the individual designated by the Association (referred to in the Declaration as the "Association's designee") for each Applicant a fully completed rental application and consent to obtain a consumer credit report, in the form provided by the Association, together with payment of the tenant screening fee prescribed by the tenant screening service with which Association has contracted (referred to in the Declaration as the "Service").

3.15.3 Nature of Screening Required. The Association's designee shall forward the application and consent to the Service which shall take the following steps with regard to each Applicant:

3.15.3.1 Obtain a consumer credit report on the Applicant;

3.15.3.2 Verify the Applicant's employment for the last two years;

3.15.3.3 Check the Applicant's rental history in its database and with all landlords during the last two years, either as reported by the Applicant or disclosed by the Service's investigation.

3.15.3.4 Check the public records in the counties of the Applicant's residence for bankruptcy and unlawful detainer actions and criminal convictions involving the Applicant;

3.15.3.5 Report such information as is disclosed by its investigation to the Association's designee, who shall forward a copy of the information to the Unit Owner.

3.15.4 Responsibility for Tenant Selection. Neither the Association's designee nor the Association shall evaluate any information provided by the Service or in any way make a determination or recommendation as to the suitability of any Applicant. The selection of a suitable and appropriate Tenant shall be the sole responsibility of the Owner.

3.15.5 Confidentiality. The Association's designee and the Owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws and not disclose the contents of any report to the Applicant or any other person not permitted access to such information provided by the Service. The Association's designee and each Owner submitting an application shall sign a Non-Disclosure Agreement which spells out the signer's duties under the law with regard to the information provided by the Service.

3.15.6 Owner's Use of Alternative Service. In lieu of obtaining the required information with regard to an Applicant through the Association, an Owner may obtain such information directly from a comparable tenant screening service. In lieu of providing a means for the Owner to obtain a screening report through the Association, the Board may require the Owner to obtain such information directly from a tenant screening service which provides the information required by Paragraph 3.15.3. In either such event, the Owner shall transmit a copy of the Applicant's application and the screening service's report for the Applicant to the Association's designee along with the Lease.

3.16 Notices re Occupancy Changes. The presence and movement of persons in and out of Units shall be governed by the provisions of this Section 3.16.

3.16.1 Registration of Pre-Existing Occupants. All Occupants occupying Units at the time this amendment is adopted must be registered with the Board within thirty (30) days of the adoption of this amendment. As used in this Section, the term registration shall mean the filing by the Owner with the Board or its authorized representative of a written statement setting forth the following information:

- 3.16.1.1 the name, telephone numbers, and correct street address of the Owner of the Unit;
- 3.16.1.2 the Unit number and names and telephone numbers of all Occupants of the Unit other than the Owner; and
- 3.16.1.3 any other information regarding the Occupants of the Unit which shall be reasonably required by the Board.

3.16.2 Registration of New Occupants. All Owners must register new Occupants with the Board at the time they move in or within forty-eight (48) hours of meeting the definition specified in Paragraph 1.1.4. Nothing in this Section shall preclude an Occupant from submitting the registration required by this Paragraph or the preceding Paragraph.

3.16.3 Updating of Registration Information. All Owners shall advise the Board or the Manager in writing of any changes in the registration information required to be provided in this Section on a current basis.

3.16.4 Notice of Moving Date. All Occupants shall provide the Board with reasonable prior notice of the date on which they expect to move into or out of a Unit.

3.16.5 Move-In and Move-Out Fees. The Board shall be authorized to assess a reasonable fee against any Owner and his or her Unit in connection with the moving of any new Occupant into a Unit, and in connection with the moving out of any Occupant from a Unit. The fee shall be paid prior to the move.

3.17 Notice of Conveyance Required By Owner.

3.17.1 The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf.

3.17.2 An Owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying: the Unit being sold; the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not that information is requested. A violation of this Paragraph shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

3.17.3 Any Owner who sells, transfers or otherwise voluntarily conveys his or her interest in a Unit shall notify the Board in writing of the name and address of the new Owner. An Owner shall remain jointly and severally liable with the new Owner for any Assessments which come due after the transfer of interest and before the notice required in this Paragraph has been given, without prejudice to the grantor's right to recover from the grantee the amounts paid by the grantor for Assessments coming due after the date of transfer.

F. A new Section 5.11 is added to Article 5 as follows:

5.11 Rental Units. If a Unit is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. 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 owned 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; nor in derogation of the exercise of any rights to rents 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.

G. The following new Article 9 is added to the Declaration:

9. COMPLIANCE

9.1 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.

9.2 Failure to Insist on Strict Performance No Waiver. The Board or Manager shall exercise its business judgment in determining what actions to take in the enforcement of the Governing Documents. The failure of the Board or Manager in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Governing Documents, or to exercise any right or option contained in the Governing Documents, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of that term, covenant, condition or restriction, but the term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board or Manager of any Assessment from an Owner, with knowledge of any breach shall not be deemed a waiver of that breach, and no waiver by the Board of any provision of the Governing Documents shall be deemed to have been made unless expressed in writing and signed by the appropriate officers on behalf of the Board.

9.3 Hearing Board. The Board, or other body or person ("Hearing Board") designated in the internal notice and hearing procedures required under RCW 64.34.304(1)(k) ("Due Process Procedures") to be set forth in the Bylaws or Rules and Regulations, is authorized and empowered, as provided in the Due Process Procedures, to investigate, hear and determine all complaints concerning violations by any Unit Owner, Tenant, or other Occupant or by the Association of any provision of the Governing Documents or of any Board Decision and to order compliance therewith. The Hearing Board is further authorized and empowered to levy reasonable fines against any person who shall have been found to be in violation of any provision of the Governing Documents or Board Decision after notice stating the nature of the violation and an opportunity for a hearing and to require the non-prevailing party to reimburse the Association for its costs, including reasonable attorney's fees, in connection with the matter. Fines shall not exceed the maximum amounts to be established from time to time by resolution of the Board. Fines and costs shall constitute Assessments secured by a lien upon any Unit belonging to or occupied by the person against whom they were assessed and shall be collectable in the manner provided in Article 5 for the collection of Assessments. The hearing shall be conducted as provided in the Due Process Procedures. If a Hearing Board other than the Board is designated in the Due Process Procedures, any party to a matter heard by the Hearing Board shall have the right to appeal the decision of the Hearing Board to the Board on the record of the proceeding before the Hearing Board. Any member of the Hearing Board or the Board who is incapable of impartial, disinterested and objective consideration of the case shall disclose that fact to the respective

body and shall remove himself or herself from participation in the proceedings and have it so recorded in the minutes.

9.4 Judicial Enforcement. Failure to comply with a provision of the Governing Documents or a Board Decision, or to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs, including reasonable attorney's fees, incurred by the Association in connection with the proceedings before the Hearing Board, maintainable by the Association (acting through the Board on behalf of the Owners). Such failure shall further be sufficient grounds for the granting of injunctive relief in such an action and a showing of irreparable harm shall not be a prerequisite to issuance of such injunctive relief. Nothing contained in the Governing Documents shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this Section without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. If the Board fails or refuses, after demand by an aggrieved Owner, to take appropriate action to enforce compliance with any provision of the Governing Documents, any Board Decision, or any Hearing Board decision, an aggrieved Owner may maintain an action for damages or injunctive relief against the party (including an Owner or the Association) failing to comply. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorneys' fees incurred in connection with the action, in addition to taxable costs permitted by law.

9.5 Enforcement Against Tenants. If after notice and an opportunity to be heard as provided in Section 9.3, a Tenant or a Related Party occupying a Unit fails to comply with a provision of the Governing Documents, a Board Decision or a decision of the Hearing Board, then, in addition to all other remedies which it may have, the Board shall notify the Unit Owner of the violation(s) and demand that the same be remedied through the Unit Owner's efforts within ten (10) days' after the notice. If the violation(s) is(are) not remedied within the ten (10) day period, or if the Tenant has been found to be in violation of the Governing Documents following notice and opportunity to be heard more than twice during the immediately preceding one (1) year period, then the Unit Owner shall immediately, at his or her own cost, institute and diligently prosecute an unlawful detainer action under the Washington Residential Landlord Tenant Act or any successor statute on account of the violation(s). The action shall not be compromised or settled without the prior written approval of the Board. If the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute the action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost, including all attorney's fees incurred. The costs of the action, including attorney's fees, shall be recoverable from the Tenant, and in addition shall be deemed to constitute Assessments secured by a lien on the Unit involved as well as the personal obligation of the Unit Owner, and collection of those costs may be enforced by the Board in the manner described in Article 5 of the Declaration. Each and every Unit Owner does hereby automatically and irrevocably name, constitute, appoint and confirm the Association as his or her attorney-in-fact for the purposes described in this Section.

9.6 Recovery of Attorney's Fees and Costs. In addition to any attorney's fees and costs recoverable in an action brought under Section 9.4 or 9.5, or awarded by the Hearing Board as provided in Section 9.3, the Association shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the enforcement of any provision in the Governing Documents, any Board decision, or any Hearing Board decision, whether or not the enforcement activities result in suit being commenced or prosecuted to judgment or a hearing before the Hearing Board being held. In addition, the prevailing party shall be entitled to recover costs and reasonable attorney's fees on appeal and in the enforcement of a

judgment, whether in the State of Washington or a sister state. All such costs and attorney's fees shall constitute an Assessment.

H. ***This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.***

DATED this 9 day of March, 2006.

VILLAGE SQUARE AT LEA HILL
CONDOMINIUM ASSOCIATION

By: [Signature]
President

ATTEST: The above amendment was properly adopted.

By: _____
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9th day of March, 2006, personally appeared before me, Peter Tiff and _____, known to me to

be the President and Secretary of Village Square at Lea Hill Condominium Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument.

DATED this 9th day of March, 2006.

[Signature] (Signed)

Shannon Richardson [Print Name]
Notary Public in and for the State of Washington,
residing at King Co.
My commission expires: 4/15/06

