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KING COUNTY, WA

DOCUMENT TITLE:

Second Amendment to Declaration for  
Kirkland Village Condominiums

REFERENCE NUMBERS OF  
RELATED DOCUMENTS:

20060118001463

GRANTOR(S):

Kirkland Village Condominium Association

GRANTEE(S):

Kirkland Village Condominium Association

SHORT LEGAL DESCRIPTION:

Portion of NW ¼, Section 29, T. 26 N., R. 5  
E., W.M., King County, Washington

ASSESSOR'S PROPERTY TAX  
PARCEL/ACCOUNT NUMBER:

292605-9058

DEPARTMENT OF ASSESSMENTS

Examined and approved this

5<sup>TH</sup> day of March 2008

S. Noble  
Assessor

J. Melrose  
Deputy Assessor

**SECOND AMENDMENT TO DECLARATION FOR  
KIRKLAND VILLAGE CONDOMINIUMS**

Pursuant to RCW 64.34 et seq. the Washington Condominium Act (as applicable), and (i) the vote or agreement of Owners of the Owner of each Unit particularly affected, and the Owners of Units to which at least 90% of the votes in the Kirkland Village Condominium Association ("Association") are allocated pursuant to Section 26.4 of the Declaration for Kirkland Village Condominiums, recorded in the King County Recorder's Office, file number 20060118001463 as amended (known as the "Declaration"), and (ii) the prior written approval of 51% of all Mortgagees who have requested notification of amendments pursuant to Section 26.7.10 of the Declaration; the Declaration shall be amended as follows:

WHEREAS, the Declaration has not previously been amended;

WHEREAS, the Survey Map and Plans have been recorded in the King County Recorder's Office, file number 20060118001462, in Volume 213 of Condominiums, Pages 13 through 20 inclusive;

WHEREAS, at a meeting duly called and held on 2/11/08, 2008, not less than a majority of the Board of Directors of the Association voted to submit this Amendment to Declaration to the owners for their approval;

WHEREAS, pursuant to Section 26.4 of the Declaration, after proper notice to all Owners entitled to vote thereon duly given, the Owners of each Unit particularly affected, and the Owners of Units to which at least 90% of the votes in the Association are allocated have voted/agreed/consented to amend the Declaration as hereinafter set forth;

WHEREAS, pursuant to Paragraphs 26.7.10 of the Declaration, after not less than thirty (30) days notice to all of the Mortgagees who have requested notification of amendments duly given by certified mail, return receipt requested, not less than Fifty-One Percent (51%) of said Mortgagees have expressly or impliedly consented to the amendment of the Declarations as hereinafter set forth;

NOW THEREFORE, BE IT RESOLVED: The President of the Association certifies the amendments have been properly adopted and the Declaration to have been amended as follows:

**I. Definitions. The following new Sections 1.33 through 1.36 are added to the Declaration:**

1.33 "Governing Documents" means the Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations of the Association adopted as provided in the Declarations and Bylaws, as these documents may be lawfully amended and/or adopted from time to time.

1.34 "Occupant" or 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.

1.35 "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, director, or employee 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 or employee 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.

1.36 "Tenant" means and includes a tenant, lessee, renter, subtenant, and sublessee, the assignee of any of the foregoing, and all other non-Owner Occupants of a Unit that is not occupied by its Owner. Tenant does not mean or include any person (a) who occupies a Unit (i) with an Owner and (ii) who is a Related Party, whether or not rent is paid, or (b) any tenant of a Commercial Unit."

**II. Section 11.3 shall be deleted in its entirety and the following language shall be substituted in its place (Old Section 11.3 is restated herein in that it remains to apply only to Commercial Units):**

**"11.3 Rental of Units**

11.3.1 Rental of Units. The following provisions of this Section 11.3 and all provisions therein shall apply to the Rental or Leasing of Units.

11.3.1.1 Rental Defined and Regulated. The Rental of a Unit shall be governed by the provisions of the Declaration, including, without limitation, this Article 11.3. As used in the Declaration, the terms "to rent," "renting," "to lease," "Lease," 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 the regulation of Rentals as provided for herein, the terms above shall not refer to the occupancy of Unit by a Related Party when the Unit is also occupied by the Owner.

Further, the term "Tenant" as used in this Section 11.3 shall include Tenant, Occupant, and Related Party unless the context provides otherwise. The rights of the Association and the obligations applicable to an Owner under this Article 11.3 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 situation. Notwithstanding anything to the contrary, this Section 11.3 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 or nonjudicial foreclosure filed by the Association.

11.3.1.2 Minimum Lease Term; Entire Unit. 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 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 one (1) year. No Owner or Tenant of a Unit 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 Section, every Lease shall be for a fixed initial term of not less than twelve (12) months, but may be renewed on a month to month basis thereafter. No Unit Owner may Lease less than an entire Unit.

11.3.1.3 Lease Requirements.

11.3.1.3.1 No rental of a Unit shall be valid or enforceable unless it shall be by means of a written instrument of agreement between the Owner(s) and Tenant(s) (referred to in the Declaration as the "Lease").

11.3.1.3.2 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.

11.3.1.3.3 In addition, no Tenant shall sublease and/or assign its interest in any Lease without the prior written approval of the Board which may be withheld in the Board's sole and exclusive discretion.

11.3.1.3.4 By allowing the occupancy of a Unit, the Owner agrees that the Owner has irrevocably appointed the Board as the Owner's attorney in fact to seek, at the Owner's expense, the eviction, equitable relief, and/or damages of and/or from such Tenant(s) upon any breach of the Governing Documents, Board Decision, and/or hearing board decision, and the Tenant agrees that the Tenant shall comply with all other applicable federal, state or local laws and/or regulations. 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 Article 12 of the Declaration. Each Lease shall contain language acknowledging the Association's rights and the Tenant's obligations set forth above and under the Governing Documents.

11.3.1.3.5 The occupancy of a Unit in the Condominium and every Lease shall give the Association the same rights against the Tenant as it has against the Owner of the Unit, including, but not limited to, the right to collect and enforce collection of Association dues, impose fines for failure to comply with the above documents, a suit for damages or injunctive relief, and/or eviction of the Tenant for the commission of any criminal act or failure to comply with the Governing Documents, Board Decision, and/or hearing board decision.

11.3.1.3.6 BY ITS TERMS, EACH LEASE PRESENTED TO THE BOARD SHALL PROVIDE THAT THE TERMS OF THE LEASE ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE GOVERNING DOCUMENTS, BOARD

DECISION AND/OR HEARING BOARD DECISION. IF ANY LEASE UNDER THIS SECTION DOES NOT CONTAIN THE PROVISIONS IN THIS SECTION, SUCH PROVISIONS SHALL NEVERTHELESS BE DEEMED TO BE PART OF THE LEASE AND BINDING UPON THE OWNER AND THE TENANT BY REASON OF THEIR BEING STATED IN THIS DECLARATION. Any failure by the Tenant and/or Owner to comply with the terms contained in the Governing Documents, Board decision, hearing board decision, the Lease and any other federal, state or local laws and/or regulations, shall constitute a default in any Lease. In addition, the Board may take any action allowed by the Governing Documents against the Owner and/or Tenant, including, without limitation, eviction of the tenant, the imposition of fines upon the Owner and/or Tenant pursuant to the Governing Documents.

11.3.1.3.7 Notwithstanding anything in this Amendment, in no event shall it be determined that a landlord/tenant relationship exists between the Association and the Tenant.

11.3.1.4 Governing Documents Provided to Tenant(s). 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 or Occupant, shall provide that Tenant, Related Party and/or Occupant 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, Related Party, or Occupant, 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 no less than twenty five cents (\$0.25) for each page, and an administrative fee of no less than \$30.00. The copying charge and administrative fee shall be collectible as a special Assessment against the Unit and its Owner. The failure of the Unit Owner or Association to provide the Tenant or Occupant with a copy of the Governing Documents, does not waive the Tenant's or Occupant's duties to comply with the Governing Documents.

11.3.1.5 Notification. Prior to, or within ten days after, occupancy of a Unit by anyone other than the Owner, the Board or the property manager shall be notified in writing of the following (a) the Unit number to be rented, (b) the names, address, and telephone numbers of all Occupants of the Unit, (c) the name, address and telephone number of the Owner, and (d) any other information regarding the Occupants of the Unit, which may be reasonably required at the Board's sole and exclusive discretion. All Occupants occupying Units at the time this amendment is adopted must provide this information to the Board within thirty (30) days of the adoption of the amendment. All Owners must provide this information to the Board for all new Occupants at the time the Occupants move in, or within forty-eight (48) hours of occupancy. All Owners shall advise the Board or the property manager in writing of any changes in the information required to be provided in this Section. All Occupants shall provide the Board or property manager with reasonable (at least 3 business days) prior notice of the date on which they expect to move in or out of a Unit. Nothing in this Section shall preclude an Occupant from submitting the information required by this Section.

11.3.1.6 Rent to Association. 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 a Unit is rented by its Owner, the Board may collect, and the Tenant shall pay over to the Board, so much of the rent for such Unit as is required to pay any amounts due the Association hereunder, plus interest and costs of collection. The Tenant shall not have the right to question payment over to the Board, and such payment will discharge the Tenant's duty of payment to the Owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the Owner and Unit under the Governing Documents for Assessments, or operate as an approval of the Lease. Failure to make any rent or other payment to the Association, when demanded in writing by the Board, shall result in a default under the Lease, giving the right to the Association, over that of the Owner, to immediately evict the Tenant and/or Occupant, and declare a breach of the Governing Documents. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner; nor in derogation of any rights which a Mortgagee of such Unit may have with respect to such rents. 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 as amended and the costs and attorney's 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, jointly and severally, in the same manner as any other Assessment under the Declaration.

11.3.1.7 No Extension. Further, if, during the course of occupancy by any Occupant, an Occupant demonstrates such a disregard for the Governing Documents, Board decision, hearing board decision, the Lease, and/or any other federal, state or local laws and/or regulations, that the Association determined to be in the best interests to preclude the Owner from extending said Lease, the Association shall so notify the Owner in writing of that determination, and the Owner shall thereupon be precluded from extending said Lease beyond its original term (or from extending the lease further if the same is month-to-month). Should the Owner extend the Lease, the Association shall have the immediate right to terminate the lease for violation of the Governing Documents under RCW 59.12.030 as amended and the costs and attorney's 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, jointly and severally, in the same manner as any other Assessment under the Declaration.

11.3.1.8 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.

11.3.1.9 Move In/Move Out, Rental Fees. The Board shall be authorized to assess a reasonable fee against any Owner and his/her/its 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. This fee shall be paid prior to any such move. In addition, the Board shall be authorized from time to time to establish and charge reasonable fees in connection with the rental of Units only, the maintaining of Tenant information, to defray the added administrative costs of such activities. Such fees herein shall be collectible as a special Assessment against the Unit and its Owner.

11.3.1.10 Lease Approval. Except as it relates to Leases in existence prior to the date of adoption of this amendment, at least five (5) days prior to the Rental of a Unit in the Condominium to a Tenant, and at least five (5) days 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 proposed Tenant, and contingent only on the approval of the Board, together with a request for the written consent of the Board. The Board shall, as expeditiously as practical but in any event within five (5) days of receipt of such request, grant its consent to the Owner, if:

11.3.1.10.1 the Owner has complied with Section 11.3 of the Declarations;

11.3.1.10.2 in the case of a renewal, the Tenant is in strict compliance with all provisions of the Governing Documents, Board decisions and hearing board decisions, and has not been found to be in violation of the Governing Documents, Board decisions and hearing board decisions following notice and opportunity to be heard (as applicable), more than once during the immediately preceding year; and

11.3.1.11.3 the Lease contains a Lease Addendum in the form approved by the Association or is otherwise in compliance with the requirements of the Governing Documents.

The Board shall have the right to alter or amend any Lease presented to it, at its sole and exclusive discretion, solely to ensure the Lease is in compliance with the Governing Documents.

11.3.1.11 Pre-existing Leases. Within thirty (30) days from the date of notification to all Owners that this amendment to the Declarations has been duly adopted, 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 Board. A Lease in effect on that date and submitted as required in this Section shall be referred to as "Pre-existing Lease." Any Tenant occupying a Unit pursuant to a Pre-existing Lease shall be permitted to renew his/her/its lease thereafter, provided that a copy of the Pre-existing Lease is filed with the Board within the time period provided for in this Section and any subsequent renewals are submitted to the Board for Lease approval pursuant to Section 11.3.1.10 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 the Unit by its Owner shall terminate the right to renew a Pre-existing Lease under this Section.

11.3.2 Rental Cap. In addition to the Lease requirements in Section 11.3.1 above, no owner of any Unit may Lease or Rent:

- (a) a Unit for one year after conveyance of the Unit to the Owner;
- (b) to a number of persons in excess of two adult persons per number of bedrooms in the Unit (for example, two persons and a child may rent a studio Unit).
- (c) a Unit if leasing of the Unit would result in more than NINETEEN (19) Units being leased concurrently (at the same time).

11.3.3 Board Waiver. The Board may, in the case of substantial financial or personal hardship which renders the owner unable to reside in his or her Unit (such as an owner's being temporarily absent from a Unit), grant limited waivers of the restriction on the Rental or Leasing of Units provisions of subsections 11.3.2(a) and (c) only, for up to one year at a time. The Board may grant said waivers at its sole and exclusive discretion. Said waivers must be in writing and signed by a majority of Board members.

11.3.4 Application. If an Owner of a Unit desires to Lease his/her/its Unit pursuant to this Section 11.3, the Unit Owner may apply to the Board in writing to Lease said Unit. The Board may grant or reject the Owner's request at its sole and exclusive discretion after notice to the Owner and opportunity to be heard. If NINETEEN (19) Units are currently Leased, and an Owner wishes to Lease his/her/its Unit, the Owner may apply to the Board in writing a request to Lease said Unit. If NINETEEN (19) Units are currently leased the Board may grant a waiver (pursuant to the Board Waiver provisions above) and allow the Unit to be Leased, or may place the Unit on a waiting list, which will entitle the Owner to Lease the Unit on a first come, first served basis when fewer than NINETEEN (19) Units are being Leased, at the Board's sole and exclusive discretion. Said waiting list shall be kept by the Board. If there is any dispute as to the timing of an Owner's application to the waiting list, said dispute shall be resolved by the Board at its sole and exclusive discretion. Granting of a waiver to one Unit Owner does not constitute a waiver of this provision for any other Unit Owners.

11.3.5 Restrictions on Grant of Rental. No Owner may Lease a Unit in violation of Section 11.3 (with the exception of a lender in possession of a Unit following a default in a Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of a foreclosure, and a substantial financial or personal hardship as set forth in Section 11.3.3).

11.3.6 Waiting List. If a Unit is currently Leased, and

- (a) the Tenant abandons the Unit for a period of greater than sixty days, or
- (b) the Lease expires without the Owner and old Tenant entering into a new Lease, or
- (c) the Lease expires without the Owner and any new Tenant entering into a new Lease within sixty days from the expiration of the old Lease, or
- (d) the Tenant is evicted or otherwise is no longer in possession of the Unit,

then that Unit Owner forfeits its right to Lease its Unit. The Owner of said Unit must re-apply to Lease his/her/its Unit pursuant to this Section 11.3.4. The Board shall make its



determination pursuant to the terms of this Section 11.3 and said Unit shall be placed on the waiting list to re-Lease. The Owner at the top of the waiting list may then Lease his/her Unit pursuant to this Section 11.3, subject to compliance with the Governing Documents.

11.3.7 Grandfather Clause. Owners who, as of the date of this Amendment, have Pre-existing Leases per Section 11.3.1.11 above, shall be allowed to continue their rental activities until (a) the Owner sells, assigns, transfers or conveys all or any part of his or her interest in the Unit, (b) the Tenant abandons the Unit for a period of greater than sixty days or (c) the Lease expires without the Owner and any Tenant entering into a new Lease within sixty days of the date of expiration or termination of the current lease (provided said owners and their tenants immediately comply with all other Sections of this Section 11.3), whichever occurs first. Upon any of the occurrences contained in this Section, the Unit and Owner shall be subject to all provisions of this Section 11.3. Additionally, if a Unit is vacant at the time of the recording to this Amendment, the Owner of that Unit shall be subject to all rental restrictions of this Section 11.3.

11.3.8 Adoption of Rental Rules. The Board may adopt a rule or rules that requires any Owner desiring to Lease a Unit to have any prospective Tenant screened, at the Owner's sole cost and expense, by a tenant screening service designated or approved by the Board, and to furnish a copy of said report of the tenant screening service to the Board or its designee prior to Owner's entering into a Lease with the prospective Tenant. The Board may also adopt a rule or rules allowing the Board to disapprove of any Tenant which violates the Governing Documents, Board decision, or hearing board decision, at its sole and exclusive discretion, upon a review of the tenant screening report, impositions of fines and penalties and eviction of the tenant in the case of violations, and any other rules to facilitate the enactment of the rental restrictions adopted in this Section 11.3.

11.3.9 Related Party. Units owned by an Owner and occupied by both the Owner and a Related Party shall not be considered rental Units for purposes of the rental restrictions.

11.3.10 Notice of Conveyance Required by Owner.

11.3.10.1 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.

11.3.10.2 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 Section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

11.3.10.3 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 the interest and before the notice required under this Section has been given, without prejudice to the old Owner's (grantor's) right to recover from the new Owner (grantee) the amounts paid by the Old Owner for Assessments coming due after the date of the transfer.

**III. Enforcement. Section 12 of the Declaration is hereby deleted in its entirety and the following new Section 12 is substituted in its place:**

**"12.1 Enforcement.** Each Owner, Related Party, Tenant and other Occupant of a Apartment shall comply strictly with the provisions of the Governing Documents, as amended, and with all decisions of the Board adopted as provided in the Governing Documents. The acceptance of a deed or conveyance or the entering into any occupancy of any Apartment 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, Related Party, 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 Apartment, as though the provisions were recited and stipulated at length in each and every deed, conveyance or lease of the Apartment. Failure to comply with the Governing Documents shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners) or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply.

**12.2 No Waiver of Strict Performance.** The Board or property 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 property 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 property manager of any Assessment from an Owner, Related Party, Tenant or Occupant, 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.

**12.3 Judicial Enforcement; Loss of Voting Rights.** Failure to comply with a provision of the Governing Documents, a Board decision, or to comply with a decision of the hearing board (per RCW 64.34.304(1)(k)) 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 attorney's fees, incurred by

the Association in connection with the proceedings, maintainable by the Association (acting through the Board on behalf of the Owners). Such failure shall further be sufficient grounds for the granting of an injunctive relief in such an action and a showing of irreparable harm shall not be a prerequisite to issuance of such injunctive relief. Such failure shall further be sufficient grounds for the revocation of the Owner's voting rights, and the right of the Owner to hold any proxies, or attend any meetings, until the Owner comes into compliance with the Governing Documents, a Board decision, or to comply with a decision of the hearing board. Such failure shall also be sufficient grounds for revocation of the Owner's right to use any facilities of the Association (including but not limited to pools, spas, parks, community rooms and the like), until the Owner comes into compliance with the Governing Documents, a Board decision, or to comply with a decision of the Hearing Board. 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 its reasonable attorney's fees incurred in connection with the action, in addition to its taxable costs as permitted by law.

**12.4 Enforcement Against Tenants, Occupants and/or Related Parties.** If after notice and opportunity to be heard, a Tenant, Occupant, and/or 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 the Association or Board 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, Occupant, and/or Related Party has been found to be in violation of the Governing Documents, a Board decision or a decision of the Hearing Board 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 sole cost and expense, institute and diligently prosecute an unlawful detainer action under the Washington State 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 responsibility or duty, to institute and/or prosecute the action as attorney in fact for the Unit Owner at the Unit Owner's sole cost and expense, including all attorney's fees incurred. The costs of the action, including attorney's fees, shall be recoverable from the Tenant, Occupant, and/or Related Party, 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 and fees may be enforced by the Board in the manner described in Article 18 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, which appointment is coupled with an interest, for the purposes described in this Section.

**12.5 Recovery of Attorney’s Fees and Costs.** In addition to any attorney’s fees and costs recoverable in an action brought under Section 12.3 or 12.4, and/or awarded by the hearing board as set forth herein, 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 elsewhere. All such costs and reasonable attorney’s fees shall constitute an Assessment as defined in the Declarations, and shall be collectible as such.”

**VI. This Amendment shall become effective immediately upon the recording hereof. The terms of this Amendment shall control over and implicitly amend any inconsistent provision of the Declarations or the Bylaws of the Association. Except as amended by this instrument, the Declarations, as amended, shall remain in full force and effect.**

In Witness whereof, the undersigned herein set their hands this 19th day of February 2008.

KIRKLAND VILLAGE CONDOMINIUM ASSOCIATION

By: [Signature]  
Print Name: Craig A. Cleaver  
Its: President

Attested to:

KIRKLAND VILLAGE CONDOMINIUM ASSOCIATION

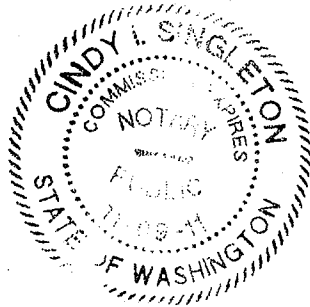
By: [Signature]  
Print Name: Derrick C. Wampler  
Its: Secretary

STATE OF WASHINGTON )  
                                  ) ss CORPORATE ACKNOWLEDGMENT  
COUNTY OF KING     )

On this day personally appeared before me Craig A. Cleaver to me known to be the individual who executed the within and foregoing instrument as duly appointed President for Kirkland Village Condominium Association, and acknowledges that he/she signed the same as his/her free and voluntary act and deed and on oath stating that his/her powers authorizing the execution of this

instrument have not been revoked.

GIVEN under my hand and official seal the 19<sup>th</sup> day of February 2008.



Cindy I. Singleton  
SIGNATURE

Cindy I. Singleton  
PRINTED NAME

Notary Public in and for the State of Washington  
Residing at Fall City WA  
My Commission Expires: 11/09/2011

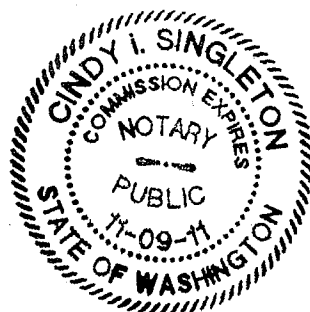
STATE OF WASHINGTON )

) ss CORPORATE ACKNOWLEDGMENT

COUNTY OF KING )

On this day personally appeared before me Derrick Charles Wampler to me known to be the individual who executed the within and foregoing instrument as duly appointed Secretary for Kirkland Village Condominium Association, and acknowledges that he/she signed the same as his/her free and voluntary act and deed and on oath stating that his/her powers authorizing the execution of this instrument have not been revoked.

GIVEN under my hand and official seal the 19<sup>th</sup> day of February 2008.



Cindy I. Singleton  
SIGNATURE

Cindy I. Singleton  
PRINTED NAME

Notary Public in and for the State of Washington  
Residing at Fall City WA  
My Commission Expires: 11/09/2011