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DOCUMENT TITLE: Fourth Amendment to Declaration for Kirkland Village Condominiums

REFERENCE NUMBERS OF RELATED DOCUMENTS: 20060118001463, 20070910000809, 20080305001588, 20091026001425

GRANTOR(S): Kirkland Village Condominium Association

GRANTEE(S): Kirkland Village Condominium Association

SHORT LEGAL DESCRIPTION: Portion of the Northwest Quarter of Section 29, Township 26 North, Range 5 East, Willamette Meridian in King County, Washington.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 390020-0010 through 390020-0640 inclusive

DEPARTMENT OF ASSESSMENTS

Examined and approved this 21st day of DECEMBER 2011.

Print Name: LLOYD HARA
King County Assessor

BY Rachel J. Lane
DEPUTY ASSESSOR

COPY

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

Pursuant to RCW 64.34 et seq. the Washington Condominium Act, and (i) the vote, agreement, or consent of Unit Owners to which at least sixty seven percent (67%) of the votes in the Kirkland Village Condominium Association (“Association”) are allocated, pursuant to Section 26.1 of the Declaration for Kirkland Village Condominiums, King County Recorder’s Office file number 20060118001463 as amended (“Declaration”), and (ii) the prior written approval of fifty one percent (51%) of all Mortgagees who have required notification of amendments pursuant to Section 26.7 of the Declaration; the Declaration shall be amended as follows:

WHEREAS, the original Declaration for Kirkland Village Condominiums, was recorded on January 18, 2006, under King County Recorder’s Office number 20060118001463, submitting real estate to the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34), as amended.

WHEREAS, the Declaration has previously been amended by the following instruments:

- a. First Amendment to the Declaration for Kirkland Village, A Condominium, recorded on September 10, 2007, King County Recorder’s Office Number 20070910000809;
- b. Second Amendment to Declaration for Kirkland Village Condominiums, recorded on March 5, 2008, King County Recorder’s Office Number 20080305001588;
- c. Amendment to Declaration for Kirkland Village Condominiums, recorded on October 26, 2009, King County Recorder’s Office Number 20091026001425;

WHEREAS, the Survey Map and Plans have been recorded in Volume 213 of Condominiums, at Pages 013 through 020, inclusive, under King County Recorder’s Office recording number 20060118001462 as amended.

WHEREAS, at a meeting duly called and held on May 9, 2011, not less than a majority of the Board of Directors of the Association voted to submit this amendment to the Declaration to the owners for their approval.

WHEREAS, pursuant to Section 26.1 of the Declaration, after proper notice to all Unit Owners entitled to vote thereon duly given, the Unit Owners to which at least sixty seven percent (67%) of the votes in Association are allocated, have voted/agreed/consented to amend the Declaration as hereinafter set forth.

WHEREAS, pursuant to Section 26.7 of the Declaration, after not less than thirty (30) days prior written notice to all of the Mortgagees who have required notification of amendments, duly given by certified or registered U.S. mail, return receipt requested, (51%) of all Mortgagees who have required notification of amendments are allocated, have expressly or impliedly consented to the amendment of the Declaration as hereinafter set forth.

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

I. Definitions. Section 1.3 “Assessment” of the Declaration is hereby deleted in its entirety and the following new Section 1.3 “Assessment” is substituted in its place:

“Assessment means all sums chargeable by the Association against a Unit or its Owner, including without limitation (i) regular (general) and Special Assessments for Common Expenses, (ii) fees, charges and fines imposed by the Association, (iii) interest and late charges on any delinquent account, (iv) costs of collection, including reasonable attorney’s fees incurred by the Association in connection with the collection of a delinquent Owner’s account, (v) costs and attorney’s fees incurred by the Association in connection with the enforcement of the Governing Documents (Declaration, Rules, Bylaws and the like) or a Board decision or hearing board decision, and (vi) all other sums payable by an Owner to the Association as provided in the Governing Documents, unless the context clearly indicates otherwise.”

II. Liability for Damages and Misconduct. The following new language shall be added as new Section 11.17 of the Declaration as follows:

“11.17 Liability for Damages and Misconduct. Notwithstanding any other provision of the Declaration, and except to the extent actually covered by insurance obtained by the Association, each Owner is liable for, and shall be responsible for (i) any expenses resulting from damages done to a Unit, the Common Elements or the Limited Common Elements, by that Owner, Related Party, Occupant, and/or any Tenant using and/or occupying the Owner’s Unit, or the family, servants, employees, agents, visitors, licensees or household pet of that Owner, Related Party, Occupant, or any Tenant; (ii) any expenses resulting from damages done to a Unit, the Common Elements or the Limited Common Elements, as a result of the 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, and/or (iii) any expenses resulting from any act and/or omission, negligence, or misconduct by that Owner, Related Party, Occupant, and/or any Tenant using and/or occupying the Owner’s Unit, or the family, servants, employees, agents, visitors, licensees or household pet of that Owner, Related Party, Occupant, or any Tenant (including but not limited to any attorney’s fees incurred by the Association, Board of Directors, or any member of Board of Directors in his/her capacity as such). The sums due from any Owner pursuant to this Section 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 without the need for ratification.

In the event of any visible signs of water intrusion, moisture or mold, in one’s Unit or Limited Common Elements, the Unit Owner, Related Party, Occupant, Tenant, and any person occupying said Unit or using said Limited Common Elements, shall have an affirmative duty to immediately report said signs immediately to the Board. A failure to do so shall result in the imposition of liability upon the Unit or Owner for resulting damages.”

III. High Risk Components. The following new language shall be added as new Section 11.18 of the Declaration as follows:

“11.18.1 Inspection, Repair and Replacement of High Risk Components. With respect to those portions of a Unit or Limited Common Element, the failure of which to maintain properly may cause damage to the Common Elements, Limited Common Elements, another Unit, or may cause unnecessary Common Expenses, and notwithstanding any other provisions of this Declaration to the contrary, the Board may, from time to time, after notice and an opportunity for owners to comment, determine that certain portions of the Units and/or Limited Common Elements required to be maintained by the Unit Owners, or certain objects or appliances within the Units and/or Limited Common Elements, pose a particular risk of damage to the other Units and to the Common Elements if they are not properly inspected, maintained, repaired or replaced. By way of example, but not of limitation, these portions, objects or appliances might include bathtubs, sinks, toilets, hot water tanks, heaters, and hoses, plumbing fixtures and pipes, fireplaces and flues, and electrical fixtures and wiring. Those items determined by the Board to pose such a particular risk are referred to as “High Risk Components.”

11.18.1.1 At the same time that it designates a “High Risk Component” or at a later time the Board, after notice and an opportunity for owners to comment, may require one or more of the following with regard to the High Risk Component:

11.18.1.1.1 That it be inspected at specified intervals by the Association or an inspector or inspectors designated by the Association.

11.18.1.1.2 That it be maintained, repaired or replaced at specified intervals or with reference to manufacturers’ warranties, whether or not the individual component is deteriorated or defective.

11.18.1.1.3 That it be maintained, repaired or replaced by the Association and the cost be specially assessed to the Unit Owner as a Special Assessment for Common Expenses attributable to the Unit, shall be a lien upon the Unit and upon any appurtenant Limited Common Elements, and shall be collectable as are other Assessments.

11.18.1.1.4 That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board.

11.18.1.1.5 That when it is repaired or replaced, the installation includes additions components or installations specified by the Board.

11.18.1.1.6 That it be replaced or repaired by contractors having particular licenses, training, insurance, or professional certification or by contractors approved by the Association.

11.18.1.1.7 If the replacement or repair is completed by an Owner or their representative, that it be inspected by a person designated by the Association.

11.18.1.2 The imposition of requirements by the Board under this Section 11.18.1 shall not relieve an Owner of his or her obligations under the Declaration, including, but not limited to, those set forth in this Section 11, and any other obligation to perform and pay for repairs, maintenance and replacement set forth herein.

11.18.1.3 If any Unit Owner fails to repair, maintain or replace a High Risk Component in accordance with the requirements established by the Board under this Section 11.18.1, the Association may, in addition to any other rights and powers granted to it under the Governing Documents and the Act:

11.18.1.3.1 Enter the Unit in accordance with Section 13.6, and inspect, repair and maintain or replace the High Risk Component, and in such event and the cost thereof shall be specially assessed to the Unit Owner as a Common Expense attributable to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Elements, and shall be collectable as are other Assessments; and

11.18.1.3.2 Exercise any and all other enforcement remedies available to the Association under the Governing Documents and the Act.

11.18.2 The Association shall have no liability with respect for any damage or injury caused by the failure of any High Risk Component within a Unit. Additionally, notwithstanding any coverage that may be available from any insurance obtained by the Association or Owner, any acts or omissions by the Board under this Section 11.18 shall not make the Association liable for any damage from the failure of any High Risk Components. (Specifically, if the Association designates High Risk Components, and the High Risk Components still fail for any reason whatsoever, whether or not inspected by the Association, this shall not make the Association liable.)

11.18.3 In the event the Board or the Association require entry to a Unit under this Section 11.18, and the Owner, Related Party, Occupant, or any Tenant of the Unit refuses to allow entry by the Board or any of its agents, then said Owner, Related Party, Occupant, or any Tenant, shall be jointly and severally liable for any costs of entry, attorney's fees, and all damage caused by any High Risk Component that fails within said Unit, and shall defend indemnify and hold harmless the Association from any claims related thereto."

IV. Entry for Repairs or Maintenance. Section 24.3 of the Declaration is hereby deleted in its entirety and the following new Section 13.6 is added to the Declaration as follows:

"13.6 Entry for Repairs and Maintenance

The Board and/or its agents, contractors and employees may enter any Unit or Limited Common Element when reasonably necessary or advisable in connection with the exercise of any power granted to, or the performance of any duty which is the responsibility of the Board under the Governing Documents, including but not limited to, (i) any landscaping or construction for which the Board is responsible, (ii) any inspection, maintenance, operation, repair, improvement, replacement, sanitation, or reconstruction for which the Board is responsible, or which the Board deems necessary, (iii) to do any work that an Owner has failed to perform, (iv) to prevent damage to the Common Elements, Limited Common Elements, that particular Unit or to another Unit, or (v) if an emergency occurs.

Except in cases of emergency that preclude advance notice, the Board shall cause the Unit Owner and occupant to be given written notice as far in advance as is reasonably practicable. Entry shall be made with as little inconvenience to the occupant as practicable. Any damage caused by the entry of the Unit shall be repaired by the Board out of common funds if the entry was due to an emergency (unless the emergency was caused by the Owner Related Party, Occupant, or Tenant of the Unit entered, or the family, servants, employees, agents, visitors, licensees or household pet of that Owner Related Party, Occupant, or Tenant of the Unit entered, or due to a violation of the Governing Documents by any of the foregoing, in which case the cost shall be specially assessed to the Unit entered pursuant to the Declaration without need for ratification) or for the purpose of operations, repairs, improvements, sanitation, construction or reconstruction to the Common Elements where the repairs were undertaken by or under the direction of the Board.

Additionally, if (i) the inspection, maintenance, operation, repair, improvement, sanitation, construction or reconstruction for the Unit entered, were necessitated by its Owner, Related Party, Occupant, or Tenant or the family, servants, employees, agents, visitors, licensees or household pet of that Owner, Related Party, Occupant, or Tenant, or (ii) the Owner of the Unit has failed or refused to perform the inspection, operation, maintenance, repair, improvement, sanitation, construction or reconstruction within a reasonable time after written notice of the necessity of the inspection, maintenance, operation, repair, improvement, sanitation, construction or reconstruction has been given to the Owner, then the costs of the inspection, maintenance, operation, repair, improvement, sanitation, construction or reconstruction and of the entry shall be specially assessed to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Elements and Limited Common Elements, and shall be collectable as are other Assessments under Sections 15 and 16 hereunder, without the need for ratification. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys, lock combinations, and/or instruments of access, as are necessary to gain immediate access to Units and Limited Common Elements.

In the event the Board or the Association require entry to a Unit under this Section 13.6 and the Owner, Related Party, Tenant or any Occupant of the Unit refuses or fails to allow entry by the Board or any of its agents, then said Owner and any such additional party, shall be jointly and severally liable for any and all damage, costs or expenses to the Association, including the Association's attorney's fees to enforce any rights of entry, caused

by the refusal or failure to allow entry, and shall defend indemnify and hold harmless the Association from any claims related thereto.”

V. Borrowing of Funds. The following new Section 13.7 shall be added to the Declaration as follows:

“13.7 Borrowing Provision. In the discharge of its duties and the exercises of its powers as set forth in this Section 13, but subject to the limitations set forth in the Declaration, the Board may borrow funds on behalf of the Association, and to secure the repayment of those funds, may levy a special Assessment (the “Loan Special Assessment”) against each Unit and the Owner thereof, for that Unit’s pro rata share of the funds borrowed, together with interest payable thereof, and may assign the Association’s right to future income including the right to receive the Loan Special Assessment to banks, other financial institutions, lenders and/or contractors as security for such loans. The Owner of a Unit may remove the Unit from the lien of the Loan Special Assessment by payment of the fractional or proportional amounts attributable to the Unit. The individual payments for each Unit shall be computed by reference to the Allocated Interests provided in Section 1.2 and Exhibit B of the Declaration. After any payment in full, discharge or satisfaction of the Loan Special Assessment, the Unit shall be free and clear of the lien so paid, satisfied, or discharged. A partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce the lienor’s rights against any Unit not paid, satisfied, or discharged and/or the Owner thereof. Notwithstanding anything herein to the contrary, the Unit shall remain liable for its share of any additional special Assessments levied against the Unit to pay a portion of the Loan Special Assessment against a Unit or Units uncollectible by reason of the nonpayment thereof.”

VI. Assessments. The following new language shall be added at the end of Section 15.2.3 of the Declaration as follows:

“To the extent that any Common Expense is (i) caused by the negligence or misconduct of an Owner, Related Party, Tenant, or Occupant of any Unit, (ii) arises out of special services or improvements requested by a single Owner, and/or (iii) arises out of or relates to the liability or obligation of any Unit Owner, Related Party, Tenant, or Occupant under this Declaration, including but not limited to Sections 11.17, 11.18, 19.5 and 19.7 the Association may assess such expense against the Owner of the Unit in question without the need for ratification.”

VII. Collection Remedies. The following new Section 16.9 shall be added to the Declaration as follows:

“15.14 No Waiver. The failure of the Association or the designee to invoke any remedy provided for in this Sections 15 and 16, or its discontinuance of the exercise of that right, shall not constitute a waiver of the right to exercise that remedy for any continuing or future failure by an Owner to pay all Assessments promptly when due.”

VIII. Property Insurance. Section 19.1.1 of the Declaration is hereby deleted in its entirety

and the following new Section 19.1.1 is substituted in its place:

“19.1.1 Property Insurance. Property insurance on the Condominium, which shall, at the minimum and subject to such reasonable deductible as the Board may determine, provide All Risks of Direct Physical Loss and/or special cause of loss coverage in an amount equal to the full replacement cost of the Common Elements, the Limited Common Elements, the Units and equipment, fixtures, appliances, improvements in the Units installed by the Declarant, and personal property of the Association with an “Agreed Amount Endorsement” and, if required by FNMA or FHLMC, construction code endorsements, such as a “Demolition Cost Endorsement,” a “Contingent Liability from Operation of Building Laws Endorsement,” an “Increased Cost of Construction Endorsement,” and such other endorsements as FNMA or FHLMC deems necessary and to the extent the same are reasonably available. The policy shall cover improvements or betterments installed by the Unit Owners. The policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. The policy may, at the discretion of the Board, cover loss due to earthquake. The Association or its insurance trustee, shall be the “named insured.” The deductible shall be no greater than (i) \$10,000, or (ii) 1% of the face amount of the policy, whichever is less.

The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Each Owner and the Owner’s Mortgagee, if any, shall be beneficiaries of the policy in accordance with their respective Common Expense Liabilities. Certificates of insurance shall be issued to each Owner and Mortgagee upon request.

The Board is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the condominium facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The property insurance shall afford protection against “all risks” of direct physical loss commonly insured, including vandalism, malicious mischief, debris removal, cost of demolition, contingent liability from operation of building laws, increased cost of construction, and windstorm and water damage endorsements, to the extent the same are reasonably available. This can be achieved by a Special Cause of Loss, special form, or similar coverage form.

Only the Board, in its discretion, is authorized to file any claims against the Association’s insurance policy. Thus, any loss covered by the property insurance carried under this Section 19.1 must be adjusted with the Association, and each Unit Owner, by acquiring its Unit subject to this Declaration, appoints the Association as its attorney-in-fact for such purposes.

If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance. This does not affect the liability of the Unit Owner under Section 11, including but not limited to Sections 11.17 and 11.18, a Unit Owner’s responsibility to obtain insurance under Section 19.5 and/or a Unit Owner’s liability for uninsured amounts under

Section 19.7.”

IX. Owner Insurance. Section 19.5 of the Declaration is hereby deleted in its entirety and the following new Section 19.5 is substituted in its place:

“19.5 Owner’s Individual Insurance. Each Owner of a Unit shall, at his or her own expense, obtain additional insurance (“Owner’s Individual Insurance”) respecting his or her Unit as contemplated under RCW 64.34.352, as amended, and shall designate the Association as an “Additional Insured” under the Owner’s policy, if such designation is permitted by the insurer. Owner’s Individual Insurance coverage shall be written on a condominium Unit owner's policy form, and individually or together with an umbrella policy, must include personal liability coverage. A Tenant who is renting or leasing a Unit shall provide general liability renter’s insurance in the same amounts and with the same terms as that required for Owner’s Individual Insurance, if the Owner does not have such coverage. The Owner shall file a copy of such individual policy or the declaration page with the Board within thirty (30) days after purchase of such insurance.

The Board may, from time to time, adopt rules which set additional or greater requirements for Owner’s Individual Insurance coverage, including the minimum amount of Building Coverage and Liability Coverage to be included and the maximum amount of the permissible deductible.

Each Owner of a Unit is required and agrees to notify the Board of all improvements by the Owner to his or her Unit the value of which is in excess of Ten Thousand Dollars (\$10,000.00).

The Association shall not be responsible for administering individual owner policies. The Association shall have the right, but not the obligation, to monitor the maintenance of such insurance by Unit Owners and shall have the right, but not the obligation, to obtain such insurance for the Unit Owner, at the Unit Owner’s sole cost and expense, if the Owner fails to obtain or maintain the same.

No Owner shall maintain insurance coverage in any manner which would decrease the amount that the Association or any trustee for the Association (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. The sums due from any Owner pursuant to this Section shall be Special Assessment 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 without the need for ratification.”

X. Liability for Uninsured Amounts. The following new Section 19.7 shall be added to the Declaration as follows:

“19.7 Liability for Uninsured Amounts. Notwithstanding any other provision of this Declaration, and except to the extent that a lack of insurance results from the breach of a duty

to insure by the Board, regardless of whether or not the Association files a claim against its insurance policy:

19.7.1 Liability for the amount of damage within the limits of any applicable Association insurance deductible, or otherwise uninsured by the Association, shall be the responsibility of an individual Unit Owner where the damage involved is (i) limited solely to damage to an Owner's Unit or the Limited Common Elements assigned to the Unit, (ii) where the damage is the responsibility of the Owner as outlined in the Declaration in general, and Sections 11.17 and 11.18, in particular, (iii) damage resulting from plumbing fixtures or pipes, smoke detectors, hot water tanks, sinks, bathtubs, dishwashers, washers, including the grouting, sealing or caulking associated with the same, as well as any connecting hoses, drains or pipes in or serving only the Owners' Unit, fireplace, flue, and electrical fixtures located in the Owner's Unit, and/or (iv) the cause originated within the Owner's Unit or Limited Common Element. The sums due from any Owner pursuant to this Section shall also be specially assessed to the Unit as a Special Assessment, shall be a lien upon the Unit and upon any appurtenant Common Elements, and shall be collectable as are other Assessments without the need for ratification. If more than one Unit Owner is responsible for the amount of damage as set for the above, then as among the individual Unit Owners the amount shall be shared pro rata based upon the number of Unit Owners liable for the damage.

19.7.2 Except as provided in Section 19.7.1 above, liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of the Association, where the damage involves both the Common Elements and one or more Units or the Limited Common Elements assigned thereto, and the cause originated within any Common Element. Notwithstanding the foregoing, if the Association obtains coverage for high risk perils (other than all risk/special form coverage) such as earthquake, flood, and/or terrorism insurance, the payment of said deductible shall be a common expense to the Association."

XI. Initial Board Determination. The first paragraph of Section 20.1 of the Declaration, of the Declaration is hereby deleted in its entirety and the following new Section 20.1 is substituted in its place:

"20.1 Initial Board Determination. If any Common Element, Limited Common Element, equipment or appliances, covered by the Association's insurance policy are damaged, and if the damage itself is covered by the Association's insurance policy, then in the event of said damage to any portion of a Common Element or to any portion of a Limited Common Element, equipment, or appliances, the Board shall promptly, and in all events within 60 days after the date of damage, make the following determinations with respect thereto, employing such advice as the Board deems advisable:"

XII. Definitions. The following language is added at the end of Section 20.3 of the Declaration as follows:

"As used in this Section, "damage" or "damage or destruction," shall mean damage or

destruction, whether or not caused by casualty, to any part of the Condominium which the Board is responsible to maintain or repair (a) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs, and (b) which has a significant adverse impact on the habitability of any Unit or the ability of an Owner or Owners to use the Condominium property or any significant portion of the property for its intended purpose.”

XIII. All other language in the Table of Contents is hereby amended to conform to the revisions contained in this Amendment.

This Amendment shall become effective immediately upon the recording hereof. Except as amended by this instrument, the Declaration and Bylaws shall remain in full force and effect. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provisions of the Declaration. Additionally, the terms of this Declaration Amendment shall control over any inconsistent provision of the Association’s Bylaws or Articles of Incorporation.

In Witness whereof, the undersigned herein set their hands this 6 day of December, 2011.

KIRKLAND VILLAGE CONDOMINIUM ASSOCIATION

By: Craig A. Cleaver

Print Name: Craig A. Cleaver

Its: President

ATTEST AND CERTIFIED; Said amendment has been properly adopted.

KIRKLAND VILLAGE CONDOMINIUM ASSOCIATION

By: Patricia A. Hunter

Print Name: Patricia A. Hunter

Its: Secretary

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

On this day personally appeared before me CRAIG ALVIN CLEVER 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 6th day of DECEMBER 2011.



[Signature]
SIGNATURE

MICHAEL H LEE
PRINTED NAME

Notary Public in and for the State of Washington
Residing at BELEVUE, WA
My Commission Expires: July 18, 2012.

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

On this day personally appeared before me PATRICIA A HUNTER 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 6th day of DECEMBER 2011.



[Signature]
SIGNATURE

MICHAEL H LEE
PRINTED NAME

Notary Public in and for the State of Washington
Residing at BELEVUE, WA
My Commission Expires: July 18, 2012.