

FILED FOR RECORD AT THE REQUEST OF:

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RECORDED

'95 APR 27 NO 153

**THIRD AMENDMENT TO
CONDOMINIUM DECLARATION FOR
NEWCOURT, A CONDOMINIUM**

WHEREAS, a certain Declaration submitting real estate to the Horizontal Property Regimes Act (Condominiums) of the State of Washington entitled CONDOMINIUM DECLARATION FOR NEWCOURT, A CONDOMINIUM, was recorded on December 18, 1978 under Recording No. 7812180332, in Volume 1436 of Records at pages 159 through 178, inclusive, in the records of Snohomish County, State of Washington, together with the Survey Map and Plans recorded in Volume 39 of Plats at pages 50 through 61, inclusive, under Recording No. 7812180331, records of Snohomish County, State of Washington; and

WHEREAS, the Declaration has previously been amended by instrument recorded in the records of Snohomish County, State of Washington, on May 1, 1979, under Recording No. 7905010211, in Volume 1509 of Records at pages 226 through 227; and

WHEREAS the Declaration has further been amended by instrument recorded in the records of Snohomish County, State of Washington, on June 1, 1979, under Recording No. 7906010211, in Volume 1529 at Pages 295 through 299, inclusive, and re-recorded on June 18, 1979, under Recording No. 7906180181, in Volume 1539 at pages 67 through 71, inclusive; and

WHEREAS, pursuant to Article 24 of the Declaration, at a meeting duly called and held on the 18th day of January, 1995, not less than a majority of the Board of Directors of Newcourt Condominium Association have voted to submit this Third Amendment of Declaration to the owners for their approval; and

WHEREAS, pursuant to Article 24 of the Declaration, after not less than ten (10) days notice duly given to all owners, not less than sixty percent (60%) of the Unit Owners have consented in writing to amend the Declaration as hereinafter set forth; and

NOW, THEREFORE, the President and the Secretary of Newcourt Condominium Association certify the Declaration to have been amended in the following particulars:

A. *Article 21 of the Declaration is hereby deleted in its entirety and the following new Article 21 is substituted in its place:*

21. COMPLIANCE WITH DECLARATION.

21.0.1 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

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Unit, as though the provisions were recited and stipulated at length in each and every deed, conveyance or Lease of the Unit.

21.0.2 Failure to Insist on Strict Performance No Waiver.

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.

21.0.3 Hearing Board.

The Board, or other body or person ("Hearing Board") designated in, or pursuant to procedures contained in, the Bylaws, is authorized and empowered, as provided in procedures to be set forth in the Bylaws or Rules and Regulations, 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. After notice stating the nature of the violation, an opportunity for a hearing, and a finding of a violation of any provision of the Governing Documents or Board Decision, the Hearing Board is further authorized and empowered to levy reasonable fines against any Owner, Tenant or other Occupant who shall have been found to be in violation, to suspend the right of such violator to use the Common Amenities for a period not to exceed the longer of sixty (60) days or the continuance of the violation which was the subject of the hearing, and to require the non-prevailing party to reimburse the Association and the prevailing party for their costs, including reasonable attorney's fees, in connection with the matter. Fines shall not exceed the maximum amounts set forth in a fine schedule previously established by resolution of the Board, and published and distributed to all Owners and other Occupants. 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 12 for the collection of Assessments. The hearing shall be conducted as provided in due process procedures to be contained in the Bylaws or Rules and Regulations adopted by the Board. Any member of the Hearing Board who is incapable of impartial, disinterested and objective consideration of the case shall disclose that fact to the Hearing Board and shall remove himself or herself from participation in the proceedings and have it so recorded in the minutes.

21.0.4 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

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Board decision, an aggrieved Owner on his or her own 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.

21.1 Enforcement Against Tenants.

If after notice and an opportunity to be heard as provided in Section 21.3, 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, 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 12 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.

21.2 Recovery of Attorney's Fees and Costs

In addition to any attorney's fees and costs recoverable in an action brought under Section 21.4 or 21.5, or awarded by the Hearing Board as provided in Section 21.3, 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.

B. Article 25 of the Declaration is hereby deleted in its entirety and the following new Article 25 is substituted in its place:

25. DEFINITIONS.

For the purposes of the Declaration, the Bylaws, the Rules and Regulation, and any amendments to any of those documents, the following definitions apply.

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

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25.2 "Articles" means the articles of incorporation, if any, of the Association.

25.3 "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, and all other sums payable by an Owner to the Association as provided in the Governing Documents, unless the context clearly indicates otherwise.

25.4 "Association" means the Newcourt Condominium Association, a non-profit corporation formed under the laws of the State of Washington whose membership is composed of all of the Unit Owners, acting as a group in accordance with the Governing Documents, and any successor non-profit corporation or unincorporated association. The Association is the Association of Unit Owners as defined in the Act, and as more particularly provided for in Article 7 of the Declaration.

25.5 "Board" means the board of directors of the Association provided for in Article 2 of the Bylaws.

25.6 "Building" means a building containing Units and comprising a part of the Property.

25.7 "Bylaws" means the bylaws of the Association provided for in Article 7 of the Declaration.

25.8 "Common Amenities" means and includes those common amenities and recreational facilities described in Article 4 of the Declaration.

25.9 "Common Elements" is synonymous with the term "Common Areas and Facilities" used in the Act, and means those portions of the Condominium Property (including the land described in Exhibit A to the Declaration and improvements to that Property) as provided in Article 4 as limited by Article 5.

25.10 "Common Expenses" includes all sums lawfully assessed against Owners by the Association for expenses of administration, operation, maintenance, repair, replacement, addition to or improvement of the Common Elements; all sums declared to be Common Expenses by the Act, the Declaration or the Bylaws (as they may be lawfully amended); and all sums agreed upon as Common Expenses by the Association acting through the Board.

25.11 "Common Funds" means those funds held by the Association and collected from Owners by means of regular or special Assessments, or otherwise, for the payment of Common Expenses or those expenses specially chargeable to a Unit or Units.

25.12 "Condominium" means Newcourt Condominium, a Horizontal Property Regime created under the terms of the Declaration.

25.13 "Declaration" means that certain Declaration submitting real estate to the Act entitled CONDOMINIUM DECLARATION FOR NEWCOURT, A CONDOMINIUM, which was recorded on December 18, 1978 under Recording No. 7812180332, in Volume 1436 of Records at pages 159 through 178, inclusive, in the records of Snohomish County, State of Washington, as amended by instrument recorded in the records of Snohomish County, State of Washington, on May 1, 1979, under Recording No. 7905010211, in Volume 1509 of Records at pages 226 through 227, as further amended by instrument recorded in the records of Snohomish County, State of Washington, on June 1, 1979, under Recording No. 7906010211, in Volume 1529 at Pages 295 through 299, inclusive, and re-recorded on June 18, 1979, under Recording No. 7906180181, in Volume 1539 at pages 67 through 71, inclusive, and as amended and by this THIRD

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AMENDMENT TO CONDOMINIUM DECLARATION FOR NEWCOURT, A CONDOMINIUM, and as hereafter amended of record.

25.14 "Governing Documents" means the Declaration, the Articles, 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.

25.15 "Interior Surfaces" (where that phrase is used in defining the boundaries of Units or Limited Common Elements) does not include paint, wallpaper, paneling, carpeting, tiles or other such decorative surface coverings or finishes. The decorative finishes and coverings, along with fixtures and other tangible personal property affixed to the Interior Surfaces (including furniture, planters, mirrors, and the like) located in and used in connection with the Unit or Limited Common Elements, shall be deemed a part of the Unit or Limited Common Elements.

25.16 "Limited Common Elements" is synonymous with the term "Limited Common Areas and Facilities" used in the Act, and means those portions of the Common Elements described in Article 5.

25.17 "Majority" or "Majority of Unit Owners" means the Unit Owners with more than fifty percent (50%) of the total voting power of all Owners in accordance with the percentages assigned in the Declaration.

25.18 "Manager" means the person retained by the Board under a written agreement between that person and the Association to perform those management and administrative functions and duties delegated to that person with respect to the Condominium.

25.19 "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 thirty (30) days per calendar year.

25.20 "Owner" and "Unit Owner" are synonymous and mean the person or persons owning a Unit in fee, together with an undivided fee interest in the Common Elements in the percentage specified in the Declaration. In the case of a Unit which has been sold under a real estate contract, the term excludes the fee owner or owners and includes the contract purchaser or purchasers. The use of the term "Owner" or "Unit Owner" in the singular throughout the Declaration in the context of the ownership of a single Unit specifically includes the plural where applicable.

25.21 "Percent of Unit Owners" means Unit Owners entitled to cast the stated percentage of the votes allocated to the Units in accordance with the percentages assigned in the Declaration.

25.22 "Person" includes natural persons, partnerships, corporations, associations, personal representatives, trustees or other legal entities.

25.23 "Property" means the land described in and subject to the Declaration, the Buildings, all improvements and structures now or in the future placed on the land, and all easements, rights and appurtenances belonging thereto, and all articles of person property intended for use in connection therewith.

25.24 "Related Party" means a person who has been certified in a written document filed by a Unit Owner with the Association to be the parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendant of the Owner or the lineal descendant of any of the foregoing persons, the officer, director or employee of any Owner which is a corporation, or the partner or employee of any Owner which is a partnership.

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25.25 "Renting" or "Leasing" a Unit means 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), in exchange for the payment of rent (that is, money, property or other goods or services of value); 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.

25.26 "Rules and Regulations" means the rules and regulations adopted by the Board or adopted by a Majority Vote of Unit Owners at any regular or special meeting of the Association, as provided in Section 9.1 of the Declaration.

25.27 "Survey Map and Plans" means the Survey Map and Plans recorded simultaneously with the Declaration in Volume 39 of Plats at pages 50 through 61, inclusive, under Recording No. 7812180331, records of Snohomish County, State of Washington, and any amendments, corrections, and addenda thereto subsequently recorded.

25.28 "Tenant" means and includes a tenant, lessee, renter or other non-Owner Occupant of a Unit that is not occupied by its Owner. For the purposes of the Declaration, the term Tenant shall not include a Related Party.

25.29 "Unit" is synonymous with the term "Apartment" as used in the Act and means a part of the Property intended for single family residential use as specified in the Declaration, including one or more rooms or spaces located on one or more floors (or part or parts of floors) in a Building. The boundaries of a Unit are the unfinished interior surfaces of its perimeter walls, floors, ceilings, windows, and doors, and the Unit includes both the portions of the Building described and the air space encompassed within those boundaries.

25.30 "Votes Cast" means the votes cast by those persons present and voting, in person or by proxy, at a meeting of the Association, or by written ballot held as provided in the Declaration.

C. 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 10 day of APRIL, 1995.

NEWCOURT CONDOMINIUM ASSOCIATION

By: Robert J. Skell

President

ATTEST: The above amendment was properly adopted.

By: Yvonne L. Rupp

Secretary

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STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 10th day of APRIL, 1995, personally appeared before me, Robert Zandell
and _____, to me known to be the President
and Secretary of Newcourt Condominium Association, the Washington non-profit corporation which 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 10th day of April, 1995.

Robert Zandell
Notary Public in and for the State of
Washington, residing at 1201 1st Ave. N.E.
My commission expires: Sept 28, 1997

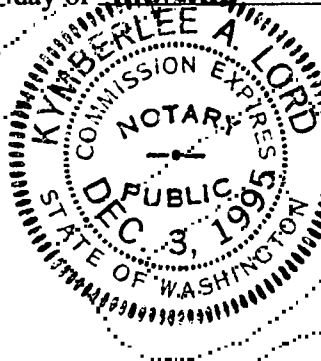
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STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 22 day of April, 1995, personally appeared before me, Lanna Parra
and _____, to me known to be the President
and Secretary of Newcourt Condominium Association, the Washington non-profit corporation which 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 22 day of April, 1995.



[Signature]
Kym Lord
[Print Name]

Notary Public in and for the State of
Washington, residing at MULTI
My commission expires: Dec 3, 95

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