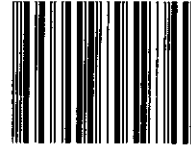


FILED FOR RECORD AT THE REQUEST OF:

Law Offices of James L. Strichartz
200 West Mercer Street #511
Seattle, WA 98119



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Snohomish County

AMENDMENT TO
DECLARATION FOR
NEWCOURT CONDOMINIUM

Grantor: Newcourt Condominium Association
Grantee: N/A
Legal Description: Newcourt Condominium according to Declaration recorded in Snohomish County, Washington under Recording No. 7812180332, as thereafter amended of record.
Tax Parcel ID: 6805 (Master Number)

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**AMENDMENT TO
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WHEREAS, a certain Declaration submitting real estate to the Horizontal Property Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as amended, entitled CONDOMINIUM DECLARATION [FOR] NEWCOURT, A CONDOMINIUM, was recorded on December 18, 1978, under Recording No. 7812180332, in the records of Snohomish County, State of Washington, together with the Survey Map and Plans recorded in Volume 39 Condominiums, at pages 50 through 61, inclusive, under Recording No. 7812180331, in records of Snohomish County, State of Washington; and

WHEREAS, the Declaration has previously been amended by instruments recorded in the records of Snohomish County, State of Washington, on May 1, 1979, under Recording No. 7905010211, on June 1, 1979, under Recording No. 7906010211, which instrument was re-recorded on June 18, 1979, under Recording No. 7906180181, and on April 27, 1995, under Recording No. 9504270178; and

WHEREAS, pursuant to Section Article 24 of the Declaration, at a meeting duly called and held on the 21st of October, 1998, not less than a majority of the Board of Directors of Newcourt Condominium Association have voted to submit this Amendment to Declaration to the owners for their approval; and

WHEREAS, pursuant to Section Article 24 of the Declaration, after notice to all of the owners entitled to vote thereon duly given, not less than Sixty percent (60%) of the Apartment 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 7 of the Declaration is hereby deleted in its entirety and the following new Article 7 is substituted in its place:

7. OWNER'S ASSOCIATION.

7.1 Form of Association. The Association is a Washington non-profit corporation. The Association is the Association of Apartment Owners as defined in the Act and is the governing body for all of the Owners for the maintenance, repair, replacement, administration and operation of the Condominium and all other property the Association is required or permitted to maintain as provided in this Declaration. The Association shall have the powers prescribed by law and as provided in the Bylaws and this

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Declaration. The Board of Directors shall have the authority to incorporate the Association as a not for profit corporation under the laws of the State of Washington, and to terminate the corporate status, as the Board from time to time in its judgment and discretion deems in the best interests of the Apartment Owners; and to revise the Bylaws as necessary to reflect the incorporated status of the Association.

7.2 Membership.

7.2.1 Qualification. Each Apartment is entitled to one membership in the Association. Each Apartment Owner shall be a member of the Association and shall be entitled to one membership for each Apartment owned by that Owner. If an Apartment has been sold on contract, the contract purchaser shall exercise the rights of the Apartment Owner for purposes of the Association, the Declaration, and the Bylaws, except as limited in this Declaration, and shall be the voting representative unless otherwise specified. Ownership of an Apartment shall be the sole qualification for membership in the Association.

7.2.2 Transfer of Membership. The Association membership of each Owner shall be appurtenant to the Apartment giving rise to the membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated except upon the transfer of title to the Apartment and then only to the transferee of title to the Apartment. Any attempt to make a prohibited transfer shall be void. Any transfer of title to an Apartment shall operate automatically to transfer the membership in the Association appurtenant to the Apartment to the new Owner of the Apartment.

7.3 Voting.

7.3.1 Number of Votes. The total voting power of all Owners shall be one hundred (100) votes and the total number of votes available to the Owner of any one Apartment shall be equal to the percentage of undivided interest in the Common Elements appertaining to that Apartment as provided in Article 8 of the Declaration.

7.3.2 Voting Owner. There shall be one (1) voting representative of each Apartment. If an Owner owns more than one Apartment, that Owner shall have the votes for each Apartment owned. The voting representative shall be designated by the Owner of each Apartment by written notice to the Board, and need not be an Owner. The designation shall be revocable at any time by actual notice to the Board from a party having an ownership interest in an Apartment, or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the Apartment. This power of designation and revocation may be exercised by the guardian of an Apartment Owner, and the administrators or executors of an Owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting representative of an Apartment shall be the group composed of all of the Owners of that Apartment.

7.3.3 Joint Owner Disputes. The vote for an Apartment must be cast as a single vote. The division of votes allocated to an Apartment shall not be allowed. If joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If more than one (1) vote on a matter is cast by different Owners of a particular Apartment at a meeting of the Association, or by written ballot, and there is any conflict among the votes so cast, none of the votes cast for the Apartment shall be counted and the votes shall be deemed void; provided that the vote of the Apartment shall be counted for the purpose of constituting a quorum; and,

further provided, that multiple votes cast in a consistent manner shall be counted only once for an Apartment.

7.3.4 Pledged Votes. If the record Owner has pledged his or her vote regarding special matters to a Lender under a duly recorded Mortgage, only the vote of the Lender will be recognized in regard to the special matters upon which the vote is pledged if a copy of the instrument creating this pledge has been filed with the Board.

7.4 Meetings, Audits, Notices of Meetings.

7.4.1 Annual Meetings, Audits. There shall be an annual meeting of the Owners in the first quarter of each calendar year, or such other fiscal year as the Board may by resolution adopt, to be held at a reasonable place, date and time designated by written notice of the Board delivered to the owners no less than ten (10) nor more than fifty (50) days prior to the date fixed for said meeting. At the annual meeting, there shall be presented the annual financial statements of the Association for the preceding fiscal year which shall be prepared in accordance with generally acceptable accounting principles. There shall also be presented a budget itemizing the estimated Common Expenses for the current fiscal year. The annual financial statements of the Association shall be audited by an independent certified public accountant annually as required in accordance with applicable law. The Board at any time may require that an additional audit of the Association books and financial statements be made for that fiscal year and presented at a special meeting of the Owners. The Board shall provide a copy of the audited financial statement upon written request of any Eligible Mortgage Holder, Eligible Insurer or Eligible Guarantor. The Board shall require that an audit of the Association's financial statements be made upon written request of more than forty percent (40%) of the Apartment Owners. An Apartment Owner, Eligible Mortgage Holder, Eligible Insurer or Eligible Guarantor, at his, her or its own expense, may at any reasonable time cause an additional audit of the books and financial statements of the Association to be made.

7.4.2 Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters which by the terms of the Act or of the Declaration require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by written notice of the President of the Association at such time and place as shall be determined by the President or by a majority of the Board, upon the decision of the President, or after request signed or resolution passed by a majority of the Board, or by written request by at least Thirty-Three Percent (33%) of Apartment Owners, which notice shall be delivered in the manner prescribed in Paragraph 7.4.3.

7.4.3 Notice. Written notice of any meeting of the membership of the Association for any purpose shall be given to all members in the manner specified in Section 22.2 of the Declaration not less than ten (10) nor more than fifty (50) days in advance of the meeting. Notice shall specify, to the extent known or anticipated by the Board at the time of the notice, the general nature of the business to be conducted at the meeting. Except to the extent that the Declaration or Bylaws specifically requires the notice of meeting for the adoption or amendment of any Governing Document to contain a statement of the text of the provision(s) being proposed, the failure of the notice of the meeting to specify a particular item of business shall not act as a bar to the consideration of any matter that may properly be brought before the meeting by an Owner.

7.4.4 Quorum. The Apartment Owners present at any duly called regular or special meeting of the Association shall constitute a quorum.

7.5 Actions Without A Meeting.

7.5.1 Written Ballot Authorized. Any action which may be taken by the Owners at a meeting of the Association may likewise be taken without a meeting after notice sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the date set for the counting of the ballots, if (a) the written ballot of every Owner is solicited specifying the proposed action and providing an opportunity to specify approval or disapproval of any proposal; and (b) the number of written approvals, signed by Owners or their proxies, setting forth the action to be approved, received by the Association, equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

7.5.2 Ballot Solicitations. Ballots shall be solicited in a manner consistent with the requirements of law. All solicitations shall indicate the number of responses needed to meet the quorum requirement and shall state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the ballot must be received in order to be counted.

7.5.3 Revocation of Ballots. Subject to any applicable provisions of law, any Owner or other person entitled to cast a ballot, may revoke the ballot, or substitute another, by a writing received by the Association prior to the time specified in the solicitation for the counting of ballots, but may not do so after that time unless that time has been extended as provided in Paragraph 7.5.4. A revocation is effective upon receipt by the Association at the address specified for return of the ballots.

7.5.4 Extension of Time for Balloting. If a sufficient number of ballots are not received by the Association by the date specified in the solicitation to either constitute a quorum as required under clause (b) of Paragraph 7.5.1, or to approve the proposal under clause (c) of Paragraph 7.5.1, the Board may extend the date for the solicitation of ballots on further notice to all members, of not less than ten (10) nor more than thirty (30) days, of the new date set for the counting of ballots. In that event, all ballots previously cast on the proposal shall be counted unless subsequently revoked as provided in Paragraph 7.5.3.

7.5.5 Election of Directors By Mail Ballot. In case of election of Board members by mail, the Board by majority vote shall select a slate consisting of the names of proposed Board members who are willing to serve, sufficient in number to fill any positions on the Board which are up for election, and shall set a date at least fifty (50) days after selection by which all votes are to be received. The Secretary within five (5) days after the selection is made shall give written notice of the number of Board members to be elected and of the names of the Board's nominees to all Owners at their registered addresses. The notice shall state that any Owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by notice in writing to the Secretary at the address specified in the notice. The notice shall specify a date for the closing of nominations fifteen (15) days from the date the notice is given by the Secretary, by which the nominations must be received. Within five (5) days after the date of closing the nominations, the Secretary shall give written notice to all members, stating the number of Board members to be elected and the names of all nominees, stating that each Owner may cast a vote by mail and stating the date established by the Board, which shall be not less than ten (10) nor more than fifty (50) days after the date of notice, by which the votes must be received by the Secretary.

at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be effective except as provided in Paragraph 7.5.4. All persons elected as Board members by mail election by receipt of the number of votes required by the Bylaws shall take office effective five (5) days after the date specified in the notice for counting of the votes.

7.6 Bylaws of the Association.

7.6.1 Adoption of Bylaws. Bylaws for the administration of the Association and the Condominium, and for other purposes not inconsistent with the Act or with the intent of the Declaration, shall be adopted by the Association by the affirmative vote of a Majority of Apartment Owners. Notice of the time, place and purpose of the meeting, and the proposed text of any Bylaws to be voted on, shall be delivered to each Apartment Owner at least ten (10) days prior to any meeting at which the owners are to consider the adoption or amendment of Bylaws. The requirement that the text of the proposed Bylaws be included with the notice shall not preclude the adoption of Bylaws language which has been amended by the Owners at the meeting. Notice of any mail vote, including the text of the Bylaws to be voted on, shall be given to each Apartment Owner at least twenty (20) days prior to the date set for counting the vote. Amendments to the Bylaws may be considered and adopted by the same vote at a regular or special meeting similarly called or by mail ballot similarly held.

7.6.2 Bylaws Provisions. The Bylaws shall be deemed to contain provisions identical to those provided in this Article 7, and may contain supplementary, not inconsistent, provisions regarding the operation of the Condominium and administration of the Condominium. The Bylaws shall establish the procedures necessary or desirable for the proper administration of the Association and the Condominium. To the extent required by RCW 64.32.090(11), the provisions of the Declaration, as applicable, shall constitute the Bylaws of the Association if Bylaws have not otherwise been adopted by the Association. To the extent that they are not inconsistent with the terms of the Declaration, as amended by this instrument, any Bylaws in effect at the time of adoption of this Amendment shall remain in full force and effect until changed by the Owners. If the Bylaws are inconsistent with the Declaration, they shall be deemed to have been amended by the approval of this Amendment.

7.7 Management by Board. Administrative power and authority to manage the affairs of the Association shall be vested in a board of seven (7) directors elected from among the Apartment Owners. Solely for the purpose of determining a person's qualifications to serve on the Board, the term "Apartment Owner" shall include a director, trustee, officer, agent or employee appointed by a corporate Apartment Owner as its voting representative, a partner, agent or employee appointed by a partnership Apartment Owner as its voting representative, or any other Related Party occupying an Apartment who has been appointed by an Owner as his or her voting representative. The Board may delegate all or any portion of its administrative duties to a Managing Agent or to an officer or officers of the Association, or in any other lawful manner provided by the Bylaws or by resolution of the Board; provided, however, that any management contract or delegation shall be terminable with or without cause upon thirty (30) days notice by either party, and no such management contract shall have a duration longer than one year. The members of the Board shall be elected by the Apartment Owners in the number and manner and for such terms as are provided in the Bylaws. The Board shall elect a President from among its members, who shall preside over meetings of the Board and the meetings of the Association.

B. 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

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Declaration or the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.

DATED this 23rd day of April, 1999.

NEWCOURT CONDOMINIUM
ASSOCIATION

By: [Signature]
President

ATTEST: The above amendment
was properly adopted.

By: [Signature]
Secretary

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 23rd day of April, 1999, personally appeared before me, Connie Petelle
and Ralph Gaston, known to me to be
the President and Secretary of Newcourt 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 23rd day of April, 1999.



[Signature] [Signed]
Theresa L. Arasim [Print Name]
Notary Public in and for the State of Washington,
residing at Lynnwood WA
My commission expires: March 12, 2000

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