

Filed at the Request of, and  
After Recording Return to:

Law Office of Marion Morgenstern  
13004 SE 234<sup>th</sup> Street  
Kent, WA 98031

**Document Title(s):** Amendment to Declaration for Lakeview North Condominium

**Reference Numbers of  
Related Documents:** 9001190218 (Condominium Declaration); 9001190217  
(Survey Map and Plans); 9711131033 (Amendment to  
Condominium Declaration)

**Grantor(s):** Lakeview North Condominium Association

**Grantee(s):** N/A

**Legal Description:** Lakeview North Condominiums, as described in Survey Map  
and Plans recorded under recording number 9001190217, in  
Vol. 92 of Condominiums, pages 91 through 95, records of  
King County, Washington. Further legal description  
contained in Exhibit A to Declaration of Condominium for  
Lakeview North Condominiums, recorded under recording  
number 9001190218, records of King County, Washington.

**Assessor's Proper Tax  
Parcel Account Number:** 414850

DEPARTMENT OF ASSESSMENTS  
Examined and approved this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Assessor

By: \_\_\_\_\_  
Deputy Assessor

**AMENDMENT TO DECLARATION  
FOR  
LAKEVIEW NORTH CONDOMINIUM**

PURSUANT TO Section 21.1.1 of the Declaration of Condominium for Lakeview North Condominium previously recorded in the records of King County, Washington, under recording No. 9001190218, as amended (the "Declaration"), the undersigned, being the President and Secretary of the Lakeview North Condominium Association (the "Association"), hereby attest that: (1) upon the vote of not less than a majority of the Board of Directors of the Association, this Amendment was submitted to the owners for approval and (2) that after not less than ten days written notice duly given to all owners and holders of first mortgages entitled to vote thereon, not less than sixty percent of the owners and fifty-one percent of holders of first mortgages approved this Amendment in the manner specified in Section 21.1 of the Declaration.

**A. Section 1: Definitions.** The following new sections are added to Section 1:

1.27 **"Assessment"** means Common Expenses, and all sums chargeable by the Association against an Apartment including, without limitation: (a) general and special assessments for common expenses, special charges and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees and all costs incurred by the Association in connection with the collection of a delinquent Owner's account or the enforcement of the Association's Governing Documents.

1.28 **"Governing Documents"** means the Declaration, the Survey Map and Plans, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association adopted as provided in the Declaration and Bylaws, as these documents may be lawfully adopted and/or amended from time to time.

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

1.30 "Tenant" or "Lessee" means any renter, tenant, lessee, or other non-owner Occupant of an Apartment that is not occupied by the Apartment Owner.

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

- B. **Section 9: Purposes – Covenants, Conditions and Restrictions.** Section 9.1 is hereby deleted in its entirety and the following new section is substituted in its place:

9.1 **Residential Use.** The buildings and apartments are intended for and restricted to single family residential use and purposes only, on an ownership, rental, or lease basis, and for the common social, recreational, or other reasonable activities normally incident to such use and to such purposes, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Apartments of the buildings may be used for the purposes of operating the Association and for the management of the condominium.

9.1.1 **Leasing of Apartments.** The Leasing or Renting of Apartments is governed by the provisions of the Declaration. As used in the Declaration, the terms "to rent," "rental," "renting," "to lease," or "leasing" refer to the Leasing or Renting of an Apartment by its Owner and the occupancy of an Apartment solely by persons other than the Owner, whether or not rent is paid. The rights of the Association and the obligations of an Owner under the terms of the Governing Documents shall apply to any Tenant and to any other person who occupies an Apartment pursuant to a sublease or an assignment of lease.

9.1.2 **Purpose.** The Restriction on Leasing set forth below is the result of a careful weighing of the benefits and disadvantages of limiting the leasing of Apartments. The Restriction on Leasing derives from the conclusion that the long-term best interests of the Owners and the condominium are served by limiting leasing so as to advance the purposes of preserving and enhancing the value of the Condominium and of the individual Apartments. That conclusion, in turn, was arrived at upon careful consideration of important underlying purposes and the relationship between leasing and the achievement of those purposes. Factors which the Board and Owners weighed in the course of concluding that the Declaration should include this Restriction on Leasing include the following:

- ♦ The Condominium is a residential community of separately owned Apartments and Common Areas, which are owned in common.

The value of individual condominium Apartments, and of the Condominium, is a function of various factors including:

- The attractive and harmonious outward appearance of the Apartments, attributable to the pride which Owners take in the outward appearances of the place where one resides;
  - The sense of safety, security and stability which derives from owner occupancy, where the generally longer periods of occupancy attributable to an owner (as compared to a tenant) promotes increased familiarity among residents, a factor in discouraging those crimes which depend for their success upon the relative anonymity of occupants;
  - The sense of community which is fostered by a shared common purpose, including a shared perspective that the Condominium is the shared residence of the owners, and not just an "investment" they hold in common;
  - The ability to self-govern, through management by a Board comprised of owner-volunteers, through the widespread volunteer cost-savings efforts of other owners in caring for the upkeep of the condominium property, and through the active interest of owners in voting on matters which, but for such voting, would have to go unaddressed; and
  - The ability to reside harmoniously in such close proximity is dependant, in part, upon a shared understanding of, and commitment to, the duties and obligations arising from the Governing Documents.
- ♦ The value of individual Apartments, and of the Condominium, is a also function of various other external factors, important among them the following:
- The ability to sell a condominium apartment is dependent, in part, upon the availability of buyer financing which, in turn, is influenced by the existence and extent of leasing activity in the condominium as a whole; and
  - Unchecked investor speculation creates a risk that condominium apartment prices may spiral beyond an Apartment's actual value and operate to place Apartments beyond the financial means of purchasers desiring to purchase an Apartment as their primary residence.

- ♦ The Leasing of Apartments is believed to conflict with the pursuit of achieving a stabilized community of owner-occupied dwelling Apartments. The Leasing of Apartments, among other things, introduces occupancy of a more transient, less committed, nature which:
  - Removes "pride of ownership" as a self-regulating driver of Apartment maintenance activity;
  - Diminishes the sense of safety, security and stability which derives from owner occupancy of Apartments;
  - Diminishes the sense of community which is fostered by a shared common purpose derived from the perception of shared ownership of a residence;
  - Diminishes the ability to self govern;
  - Diminishes the self-regulatory benefits of a shared understanding of, and commitment to, the duties which the Governing Documents impose; and
  - Increases the risk that real estate investor speculation may, in the long run, undermine the goal of promoting a stable community of owner-occupied Apartments.

**9.1.3 Restriction on Leasing.** Except as provided in Section 9.1.9 below, the maximum number of Apartments in the condominium that can be Leased or Rented at any one time shall not exceed six (6) apartments (the "Rental Ceiling").

**9.1.4 Minimum Period of Owner Occupancy Required.** It is the intent of the Owners that the Apartments shall hereafter be acquired for occupancy by their Owners. In order to discourage the acquisition of Apartments for investment or rental purposes, no Owner shall be permitted to rent or lease his or her Apartment during the one (1) year period after he or she has acquired title thereto except as provided in 9.1.9 below. If a person acquires an Apartment through inheritance, that person shall be deemed to have owned and occupied that Apartment during the period which the decedent owned and occupied the Apartment.

**9.1.5 Entire Apartment.** No owner may lease or rent less than the entire Apartment.

**9.1.6 No Transient Purposes.** With the exception of a lender in possession of a condominium apartment following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of a

foreclosure, no Owners shall be permitted to lease or rent an Apartment for hotel or transient purposes, which are defined as Leasing for any period less than thirty (30) days. In addition, an Owner who does not occupy an Apartment as a primary residence shall not allow the Apartment to be used for the overnight accommodation of employees or business invitees on a temporary or transient basis.

**9.1.7 Minimum Lease Term.** A lease or rental agreement must have a minimum initial term of six (6) months.

**9.1.8 Exemption For Mortgagee In Possession.** A mortgagee which acquires fee title to a condominium apartment may Lease its apartment and shall, in so doing, comply with any rule adopted pursuant to Section 9.1.16 below.

**9.1.9 Authority to Grant Waivers.** The Board may grant waivers of the Restriction on Leasing set forth above for up to one year at a time ("a Waiver") if: (a) the Restriction on Leasing results in a substantial hardship on an Owner such that a waiver is warranted in view of the Owner's particular circumstances; or (b) an Owner's particular circumstances result in the Owner's temporary absence from an Apartment; and (c) if granting the Waiver is consistent with the purpose and intent of the Restriction on Leasing.

**9.1.10 Rental Waiting List.** The Board shall maintain a list of Owners, on a first come, first served basis, who desire to Rent or Lease their Apartments (the "Rental Waiting List"). Each Owner who has rented his or her Apartment must provide the Board with written notice of the expiration and non-renewal or termination of the Lease within ten (10) days of the date that the Owner learns of the expiration and non-renewal or other termination of the Lease.

(a) Provided the Owner has timely given the notice required above, an Owner whose Lease has expired and has not been renewed by the Tenant, or whose Lease has otherwise been terminated, will have sixty (60) days from the date of that expiration and non-renewal or termination to request the Association's consent to a new Lease. If the Owner does not request or obtain the Association's consent for a new Lease during this sixty (60) day period, the Owner's name will be placed on the bottom of the Rental Waiting List, and no Lease shall be approved for that Owner's Apartment until all other Owners whose names have been added to the Rental Waiting List have been given the opportunity to rent or lease their apartments.

(b) If an Owner whose Lease has expired and has not been renewed by the Tenant, or whose Lease has otherwise been terminated, does not request or obtain the Association's consent for a new Lease



pursuant to the above provisions, the Association must notify the Owner in the first position on the Rental Waiting List in writing of the opportunity to apply for the Association's consent to a Lease. This opportunity to rent or lease shall be available to the Owner in first position on the Rental Waiting List for a period of sixty (60) days from the date of the Association's written notice to that Owner. If no request for approval to Lease is submitted during this sixty (60) day period, the name of the Owner in first position on the Rental Waiting list will be placed at the bottom of the Rental Waiting List, and the opportunity to rent shall be offered to the next highest person on the Rental Waiting List.

**9.1.11 Lease Requirements.** All Leases and rental agreements shall be in writing. An owner intending to lease his Apartment shall comply with the notification requirements set forth in Section 9.1.14 below. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences. Any lease or rental agreement of an Apartment must provide that its terms shall be subject in all respects to the provisions of the Governing Documents (including the Declaration, Bylaws and rules and regulations of the Association) and that any failure by the Tenant to comply with the terms of the Governing Documents shall be a default under the Lease or rental agreement. If any Lease under this Section does not contain the foregoing provisions, 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.

**9.1.12 Tenant Screening and Selection.** The Board may adopt a rule that requires any Owner desiring to rent an Apartment to have any prospective Tenant screened, at the Owner's cost, by a tenant screening service designated or approved by the Board and to furnish the 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 information received by the Board from the tenant screening service shall be treated in accordance with the requirements of the Federal Fair Credit Reporting Act and all other applicable state and federal laws, and shall be considered confidential. Information received from the tenant screening service shall not be disclosed to the prospective tenant or to any other person not permitted to access that information by the tenant screening service. Neither the Association nor the Board shall evaluate the information provided by the tenant screening service or make a determination or recommendation regarding the suitability of any prospective tenant. It is the sole responsibility of an Owner to select a suitable and appropriate tenant.

**9.1.13 Lease Approval.** Before an Apartment can be leased or rented and before a previously approved Lease can be renewed, an Owner must comply with the Tenant Screening requirements established by the Board, if any, and must submit to the Association a valid and binding Lease, executed by both the Owner and the proposed Tenant, with a term commencing within thirty

(30) days of the date of execution of the Lease, contingent only on the approval of the Association, together with a request for the written consent of the Association in the form established by the Board. The Association shall consent to the Lease within fifteen days (15) days of receipt of the Owner's request for lease approval and Lease if:

- (a) The Owner has complied with the requirements of the Governing Documents concerning Leasing;
- (b) In the case of a renewal, the Tenant is in strict compliance with all of the provisions of the Governing Documents, and has not been found to be in violation of the Governing Documents, following notice and an opportunity to be heard, more than once during the immediately preceding year;
- (c) The Lease complies with the requirements of the Declaration; and
- (d) The Rental or Lease of the Apartment would not cause the total number of all Rented or Leased Units to exceed five Apartments; provided that the Association may grant a Waiver as provided for in Section 9.1.9 even though a Waiver may temporarily cause the number of Leased or Rented Units to exceed the Restriction on Leasing until the next rental vacancy occurs.

The Association's authority to consent to or disapprove a Lease is subject to the following additional provisions:

- (a) The Association shall not withhold consent for an Owner and Tenant to renew a Pre-Existing Lease meeting the requirements of Section 9.1.19 merely because the number of Leased or Rented Units is equal to or greater than the Restriction on Leasing; and
- (b) The Association shall not withhold consent for a Mortgagee in possession of an Apartment following a default in its mortgage or a foreclosure, or from a successor in interest to such Mortgagee, where such Mortgagee or a purchaser at a foreclosure sale first obtains possession subsequent to the date of recording of this Amendment, to Rent or Lease an Apartment merely because such rental or leasing would cause the number of Leased or Rented Apartments to exceed five Apartments.



**9.1.14 Notices Regarding Occupancy Changes.** The presence and movement of Persons in and out of Apartments shall be governed by the provisions of this Section. All Tenants and Occupants occupying Apartments must be registered with the Association. As used in this Section, the term Registration means the filing by an Owner with the Board, or its authorized representative, a written statement setting forth the following information:

- The name, telephone numbers, and correct street address of the Owner of the Apartment;
- The apartment number and names and telephone numbers of all Tenants or Occupants of the Apartment other than the owner;
- The number of parking spaces allocated to the Apartment and the make and license number of the vehicles to be parked in those spaces;
- The number of the storage spaces allocated to the Apartment; and
- Any other information regarding the Tenant or Occupant which is reasonably required by the Board.

All owners must register new Tenants or Occupants with the Board at the time those persons move in to an Apartment or within five (5) days of meeting the definition of the term "Tenant" or "Occupant" as used in this Amendment. All owners shall advise the Board or its authorized representative of any changes in the registration information required to be provided in this Section on a current basis. In addition, all Tenants and Occupants shall provide the Board or its authorized representative with reasonable prior notice of the date on which they expect to move into or out of an Apartment.

**9.1.15 Rental Processing Fees.** The Board is authorized to establish and charge reasonable fees in connection with the Rental or Leasing of Apartments, for maintaining Tenant information and the Rental Waiting List, and Tenant screening to defray the added administrative costs of such activities. Rental processing fees shall be collectable as a special Assessment against the Apartment and its Owner.

**9.1.16 Board Authorized To Further Regulate Leasing.** Leasing of Apartments, to the extent permitted by this Amendment, impacts the Association in various ways, including, but not limited to, the following: (1) The Association's budget depends in part upon payments from owners whose ability to pay assessments depends, in turn, upon their tenants'/lessees' timely payment of rental obligations; (2) the safety and security of the condominium premises

depends in part upon the Association's ability to distinguish between persons with, and persons without, rights to be on the Condominium premises; and (3) the preservation of harmonious relations between persons residing in close association with and proximity to one another depends in part upon ensuring that all persons residing at the Condominium are made aware of, and held accountable to, the obligations created by the Governing Documents. The Board is therefore authorized to adopt reasonable rules relating to and governing any and all aspects of the Leasing of Apartments so as to minimize or manage the impacts of Leasing on the efficient and effective management of the Association. Rules that the Board is authorized to create and enforce include, without limitation, rules:

- (a) Defining the meaning(s) of terms contained in the Governing Documents concerning the Leasing of Apartments;
- (b) Requiring payment by an owner of a security deposit in an amount which the Board, in its sole discretion, determines to be reasonable to cover possible move-in and/or move-out damage to the common areas and facilities.
- (c) Requiring that Tenants and Occupants be furnished with copies of the Association's Governing Documents and establishing a reasonable charge in the event the Association provides copies of Governing Documents to Tenants;
- (d) Requiring tenant-screening, including, without limitation, establishing the nature of screening required.

**9.1.17 Assignment of Rent to Association.** If an Apartment is Leased or Rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Apartment are more than thirty (30) days delinquent, the Board may collect, and the Tenant shall pay to the Board, the rent for any Apartment owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association, including interest and costs of collection; provided that the Board shall not exercise this power where a receiver has been appointed with respect to an Apartment or Owner; nor in derogation of the exercise of any Lender's rights to receive rent. The Tenant shall have no right or duty to question payment to the Association and the Tenant's payment to the Association shall discharge the Tenant's obligation to pay rent to the Owner, to the extent of the amount paid by the Tenant to the Association. No demand or acceptance of rent under this section shall be deemed to be a consent or approval of the Lease or Rental of the Apartment or a waiver of the obligations imposed by the Governing

Documents on an Owner, Tenant, or Occupant. If a Tenant fails or refuses to pay rent to the Association as provided for in this section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under RCW 59.12.030, and the costs and attorneys' fees incurred by the Association in connection with that action shall be collectable from the Tenant in that action, and from the owner of the Apartment in the same manner as any other Assessment.

**9.1.18 Enforcement Against Tenants and Occupants.** If, after notice and an opportunity to be heard, a Tenant or Occupant occupying an Apartment fails to comply with a provision of the Governing Documents or a decision of the Board then, in addition to all other remedies available to the Association, the Board may notify the owner of the Apartment of the violation and demand that the violation be remedied through the Owner's efforts within ten (10) days after the Board's notice to the Owner. If the violation is not remedied within the ten (10) day period, or if the Tenant or Occupant has been found to be in violation of the Governing Documents, following notice and opportunity to be heard, more than twice during the immediately preceding one (1) year period, then the 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. The action shall not be compromised or settled without the prior written approval of the Board. If the 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 Owner and at the owner's sole cost. Neither the Board nor the Association's manager shall have any liability to an owner, Tenant, or Occupant for any eviction made in good faith. The costs of the action including, without limitation, attorneys' fees and any costs incurred in connection with that action, shall be recoverable from the Tenant and shall, in addition, be deemed to constitute an Assessment secured by a lien on the Apartment and a personal obligation of the Owner, and may be collected and foreclosed by the Association in the manner described in the Declaration. Each Owner hereby automatically and irrevocably names, constitutes, appoints and confirms the Association as his or her attorney-in-fact for the purposes described in this Section.

**9.1.19 Pre-Existing Leases.** Within thirty (30) days from the date of notification to all Owners that this Amendment has been adopted, each Owner who has rented or leased an Apartment to a Tenant who occupied the Apartment prior to the date on which this Amendment was adopted shall file a copy of the Lease or Rental agreement for that Apartment with the Association. A Lease or Rental agreement in effect on that date and submitted as required in this Section will be referred to as a "Pre-Existing Lease." Any Tenant occupying an Apartment pursuant to a Pre-Existing Lease will be permitted to renew his or her Lease after the effective date of this Amendment notwithstanding the Restriction on Leasing set forth in Section 9.1.3 above, provided that a copy of the Pre-Existing Lease is filed with the Association within the time period

provided for in this Section and any subsequent renewals are submitted to the Association for approval prior to the expiration of the Lease term then in effect. The assignment or subletting of an apartment by a Tenant or the sale of the Apartment by the Owner shall terminate the right to renew a Pre-Existing Lease under this Section.

C. **Section 12: Common Expenses and Assessments.** Section 12.14 is hereby deleted in its entirety.

D. **Section 24: Enforcement - Remedies.** Sections 24 is deleted in its entirety and the following new section is substituted in its place:

**24.1 Strict Compliance.** Each Owner, Tenant, and other Occupant of an Apartment shall comply strictly with the provisions of the Governing Documents and with all decisions of the Board made or adopted as provided in the Governing Documents ("Board Decisions"). The acceptance of a deed or conveyance or entering into occupancy of any Apartment shall constitute an agreement that the provisions of the Governing Documents are accepted and ratified by the Owner, Tenant, or other Occupant. All provisions of the Governing Documents shall be deemed and accepted by each Owner, Tenant and other Occupant as covenants running with the land, and shall bind any person having any interest or estate in an Apartment, as though the provisions were recited in full in each and every deed, conveyance or Lease of the Apartment.

**24.2 No Waiver of Strict Performance.** The Board shall exercise business judgment in determining what action to take in the enforcement of the Governing Documents. The failure of the Board in any instance to insist upon the strict performance of any of the terms or provisions of the Governing Documents, or to exercise any right or option contained therein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of any term or provision of the Governing Documents. The receipt by the Association of payment of an Assessment from an Owner, with knowledge of any breach by the Owner, shall not be deemed a waiver of that breach. 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 Board.

**24.3 Enforcement.** The failure of an Owner, Tenant, or other Occupant to comply with a provision of the Governing Documents or with a Board Decision shall be grounds for an action maintainable by the Association acting through the Board on behalf of the Owners, or by an aggrieved Owner to recover sums due for damages, which shall include, without limitation, any fines levied by the Board, and any costs and reasonable attorneys' fees incurred by the Association in connection with its enforcement action. Any such failure shall also be sufficient grounds for the granting of injunctive relief in an action brought

by the Association or by an aggrieved Owner, without the requirement that irreparable harm be proven as a prerequisite to the granting of 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.

No right or remedy specified in the Governing Documents is exclusive of any other right or remedy, and the Association shall have such additional rights and remedies as may be provided in the Governing Documents, or otherwise at law or in equity.

**24.4 Recovery of Attorneys' Fees and Costs.** In any action brought to enforce a provision of the Governing Documents or a Board Decision, including appeal or enforcement of a judgment, the prevailing party shall be entitled to recover its costs and a reasonable sum for attorneys' fees incurred in connection with the enforcement action, whether or not the enforcement action results in suit being commenced or prosecuted to judgment. If the enforcement action is commenced by the Association, all such attorneys' fees and costs shall constitute a personal obligation of, and an Assessment secured by a lien on the Apartment owned by, the non-prevailing party against whom enforcement action has been taken.

**E. Effective Date**

This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment shall control over and implicitly amend any inconsistent provisions contained in the Declaration and in other amendments thereto, the Bylaws, and the Rules and Regulations of the Association. Except as amended by this instrument, the Declaration, Bylaws and Rules and Regulations shall remain in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2004, and ATTESTED that the above amendment was properly adopted.

LAKEVIEW NORTH CONDOMINIUM  
ASSOCIATION,

LAKEVIEW NORTH CONDOMINIUM  
ASSOCIATION,

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
Its: President

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
Its: Secretary



STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, personally appeared before me,  
\_\_\_\_\_ and \_\_\_\_\_,  
known to me to be the PRESIDENT and SECRETARY, respectively, of the Lakeview North  
Condominium Association, the condominium association 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 purposes and uses therein mentioned, and on oath stated that they were  
authorized to execute the instrument on behalf of the Association.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_.

My commission expires: \_\_\_\_\_.